

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Visual Numerics, Inc.		04/28/2009	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Foothill, Inc.		
<b>Street Address:</b>	One Boston Place		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3183601	IMSL	
Registration Number:	2291169	PV-WAVE	
Registration Number:	1860198	VISUAL NUMERICS	
Registration Number:	1963362	VISUAL NUMERICS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	76751/010		
NAME OF SUBMITTER:	Christine Slattery		

CH \$115.00 3183601

Signature:	/Christine Slattery/
Date:	05/04/2009
<b>Total Attachments: 7</b> source=TMECOPY23FLOOR_EXCHANGE_05042009-143601#page1.tif source=TMECOPY23FLOOR_EXCHANGE_05042009-143601#page2.tif source=TMECOPY23FLOOR_EXCHANGE_05042009-143601#page3.tif source=TMECOPY23FLOOR_EXCHANGE_05042009-143601#page4.tif source=TMECOPY23FLOOR_EXCHANGE_05042009-143601#page5.tif source=TMECOPY23FLOOR_EXCHANGE_05042009-143601#page6.tif source=TMECOPY23FLOOR_EXCHANGE_05042009-143601#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of April, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors and assigns, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Rogue Wave Holdings, Inc., a Delaware corporation ("Parent"), Rogue Wave Software, Inc., a Delaware corporation, RWS, Inc., a Delaware corporation (RWS, Inc. together with Rogue Wave Software, Inc., the "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof,

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, whether or not such Trademark is licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark, whether or not such Trademark is licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall

not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**VISUAL NUMERICS, INC.**

BY: 

Name: Brian N. Pierce

Title: President

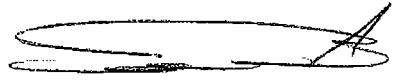
[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003981 FRAME: 0542**

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, INC., as Agent

By:



Name: David Sanchez

Title: Vice President

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003981 FRAME: 0543**

**SCHEDULE I**  
**TO THE**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS- VISUAL NUMERICS, INC.**

<b>Trademark/Registered Intellectual Property</b>	<b>Reference Document File Name</b>
Summary of all Visual Numerics Trademark Status as of 2/4/09.	Trademarks - 4A.pdf
Brazilian registrations No. 811439780 for Trademark "IMSL" (word) in Brazilian class 09.40/45 and No. 811439763 for Trade Mark "IMSL" (word) International Class 16, in the name of Visual Numerics, Inc.	Trademark - Brazil IMSL Page 4H.pdf
Canadian Trademark of name VISUAL NUMERICS APPLICATION NUMBER: 0720701 REGISTRATION NUMBER: TMA467939	Trademark - IMSL010- Canada - 4H.pdf
Great Britain Trade Mark registration for text: VISUAL NUMERICS Status: Registered Class: 09 - Trade Mark 1522495	Trademark - IMSL0101 - GB - 4H.pdf
Great Britain Trade Mark registration for text: VISUAL NUMERICS Status: Registered Class: 16 – Trade Mark 1522496	Trademark - IMSL0102 - GB - 4H.pdf
Great Britain Trade Mark registration for text: VISUAL NUMERICS Status: Registered Class: 42 – Trade Mark 1522497	Trademark - IMSL0103 - GB - 4H.pdf
Japanese Trademark registration no. 1641825 for text “IMSL” in International Class 09 (Reference number MM, VT-0149-00001)	Trademark - Japan IMSL - 4H.pdf
Japanese Trademark registration no. 3363423 for text “VISUAL NUMERICS” in International Class 42 (Reference number MM, VT-0149-00011)	Trademark - Japan_Visual Numerics - 4H.pdf
Taiwan trademark registration No. 6643 for name of trademark: “VISUAL NUMERICS”. Class 11	Trademark - Taiwan_Visual Numerics_Class 11 - 4H.pdf
Taiwan trademark registration No. 620946 for name of trademark: “VISUAL NUMERICS”. Class 49	Trademark - Taiwan_Visual Numerics_Class 49 - 4H.pdf
Taiwan trademark registration No. 614405 for name of trademark: “VISUAL NUMERICS”. Class 72	Trademark - Taiwan_Visual Numerics_Class 72 - 4H.pdf



<b>Trademark/Registered Intellectual Property</b>	<b>Reference Document File Name</b>
UnitedStates Trademark registration number 3183601 for name "IMSL" international class 9	Trademark - US IMSL - 4H.pdf
UnitedStates Trademark registration number 2291169 for name "PV-WAVE". Serial number 75/554755.	Trademark - US PV-WAVE - 4H.pdf
United States Trademark registration number 1860198 for name "VISUAL NUMERICS". Serial number 74/338711.	Trademark - US Visual Numerics - 4H.pdf
United States Trademark registration number 1963362 for name "VISUAL NUMERICS AND DESIGN". Serial number 74/666021.	Trademark - US Visual Numerics & Design - 4H.pdf

**Trade Names**

None

**Common Law Trademarks**

None

**Trade Marks not currently in Use**

None

**Trademark License**

In the ordinary course of business, Grantor license (inbound and outbound) trademarks for use in conjunction with reseller, distributor and software license agreements.