

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Serena Software, Inc., a Delaware Corporation		04/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC. as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2425369	CENTILLION
Registration Number:	2472804	CHANGE TRANSFER
Registration Number:	1342251	CHANGEMAN
Registration Number:	2816351	COLLAGE
Registration Number:	1298600	COMPAREX
Registration Number:	2430845	DETECT+RESOLVE
Registration Number:	2475159	ECHANGE MAN
Registration Number:	2403597	EYE-SPY 390
Registration Number:	2476207	MERANT
Registration Number:	2478372	MERANT
Registration Number:	2747007	MERANT COLLAGE
Registration Number:	1759656	PVCS
Registration Number:	2739477	SERENA
Registration Number:	2435312	SERNET

TRADEMARK

900188386

REEL: 004514 FRAME: 0021

CH \$1315.00 2425369

Registration Number:	2159588	STARTOOL
Registration Number:	2304166	STARWARP
Registration Number:	2326643	TEAMSHARE
Registration Number:	2326601	TEAMSHARE
Registration Number:	2349269	TEAMSHARE
Registration Number:	2559818	TEAMTRACK
Registration Number:	2208294	TEAMTRACK
Registration Number:	2501056	TEAMTRACK MOBILE
Registration Number:	2458348	TEAMTRACK ONLINE
Registration Number:	2499060	TSUPPORT
Registration Number:	2500979	TTRACK
Registration Number:	2816197	PORTFOLIO KNOWLEDGE
Registration Number:	2766260	PORTFOLIO EDGE
Registration Number:	2829088	PACIFIC EDGE
Registration Number:	2660757	THE EDGE FOR IT
Registration Number:	2657085	ACCEL IMPLEMENTATION
Registration Number:	2641405	PROJECT OFFICE
Registration Number:	3178770	CHANGE GOVERNANCE
Registration Number:	3214268	CHANGE GOVERNANCE
Registration Number:	3178771	CHANGE GOVERNANCE
Registration Number:	3185151	DIMENSIONS
Registration Number:	3103227	GROUND FLOOR
Registration Number:	3542174	MASHUP COMPOSER
Registration Number:	3552270	MASHUP EXCHANGE
Serial Number:	78852526	SERENA DIMENSIONS
Serial Number:	78714185	PROFIT FROM CHANGE
Serial Number:	78714183	PROFIT FROM CHANGE
Serial Number:	78714180	PROFIT FROM CHANGE
Serial Number:	78306306	SAFE
Serial Number:	78699415	MARINER
Serial Number:	78458080	GOVERNANCE ACCELERATOR
Serial Number:	77305627	EMBRACE YOUR DEVELOPER SIDE
Serial Number:	77305629	EMBRACE YOUR DEVELOPER SIDE
Serial Number:	77389459	MICROMARKET
Serial Number:	77326441	PROTOTYPE COMPOSER

	77305624	UNLEASH YOUR INNER DEVELOPER
Serial Number:	77305621	UNLEASH YOUR INNER DEVELOPER
Serial Number:	77594933	MASHUP SQUAD

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: J. Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	732082
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/04/2011

Total Attachments: 10
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Serena Software, Inc., a Delaware Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Barclays Bank PLC, as

Internal Address: Administrative Agent

Street Address: 745 Seventh Avenue

City: New York State: NY Zip: 10019

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Public Limited Company, London, UK

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 04/01/2011

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

52

7. Total fee (37 CFR 3.41).....\$ _____

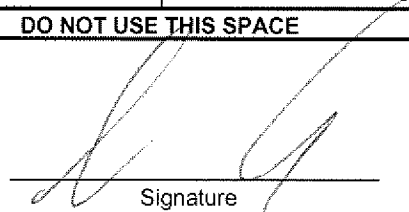
- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Sakina Karkat
Name of Person Signing


Signature

April 1, 2011
Date

Total number of pages including cover sheet, attachments, and document: _____

10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT AND TRADEMARK ASSIGNMENT AND ASSUMPTION

This PATENT AND TRADEMARK ASSIGNMENT AND ASSUMPTION dated as of April 1, 2011 (this "Assignment and Assumption") is made by Lehman Commercial Paper Inc., as resigning administrative agent and collateral agent, as assignor ("Assignor") and Barclays Bank PLC, as successor administrative agent and collateral agent, as assignee ("Assignee").

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of March 10, 2006 (as amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Serena Software, Inc., as borrower (the "Borrower"), Lehman Brothers Commercial Paper, Inc., as administrative agent (in such capacity, the "Administrative Agent") and certain parties party thereto, (ii) that certain Security Agreement dated as of March 10, 2006 by and among each of the Borrower, the Administrative Agent and other parties party thereto (as amended, supplemented or otherwise modified, the "Security Agreement"), and (iii) that certain Pledge Agreement dated as of March 10, 2006 by and among each of the Borrower, the Administrative Agent and other parties party thereto (as amended, supplemented or otherwise modified, the "Pledge Agreement" and together with the Security Agreement, the "Collateral Agreements"); capitalized terms not defined herein shall have the meanings assigned to them in the Security Agreement;

WHEREAS, reference is also made to the Patent Security Agreement dated March 10, 2006, by and between Serena Software, Inc., a Delaware corporation (the "Grantor"), and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 017297, Frame 0439 on March 14, 2006, as supplemented by Supplement No. 1 to the Security Agreement dated April 30, 2007, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 019284, Frame 0692 on May 11, 2007, as further supplemented by that certain Patent Security Agreement dated April 21, 2008, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 020887, Frame 0052 on May 1, 2008, as further supplemented by Supplement No. 3 to the Security Agreement dated October 10, 2008, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 022875, Frame 0519 on June 25, 2009, as further supplemented by Supplement No. 4 to the Security Agreement dated April 30, 2009, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 022875, Frame 0558 on June 25, 2009, as further supplemented by Supplement No. 5 to the Security Agreement dated February 4, 2011, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 025783, Frame 0444 on February 12, 2011 (collectively, the "Patent Security Agreements"); and

WHEREAS, reference is also made to the Trademark Security Agreement dated March 10, 2006, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 0003267, Frame 0485 on March 14, 2006, as supplemented by Supplement No. 1 to the Security Agreement dated April 30, 2007, by and between Grantor

and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 003540, Frame 0775 on May 11, 2007, as further supplemented by that certain Trademark Security Agreement dated April 21, 2008, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 003770, Frame 0069 on May 1, 2008, as further supplemented by Supplement No. 4 to the Security Agreement dated April 30, 2009, by and between Grantor and the Administrative Agent, recorded with the U.S. Patent and Trademark Office at Reel 004011, Frame 0581 on June 25, 2009 (collectively, the “Trademark Security Agreements”, and together with the Patent Security Agreements, the “Intellectual Property Security Agreements”); and

WHEREAS, pursuant to the Patent Security Agreements recorded with the U.S. Patent and Trademark Office, the Grantor granted the Administrative Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its intellectual property Collateral, including the Patents listed on Schedule I hereto and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Trademark Security Agreements recorded with the U.S. Patent and Trademark Office, the Grantor granted the Administrative Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its intellectual property Collateral, including the Marks listed on Schedule I hereto and proceeds of any and all of the foregoing;

WHEREAS, pursuant to (i) the Amendment Agreement, dated as of March 2, 2011 (the “Amendment”), among the Borrower and the Required Lenders (as defined in the Credit Agreement) and (ii) the Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of March 2, 2011 (the “Successor Agent Agreement”), between Assignor and Assignee, the Credit Agreement has been amended to reflect, among other things, the appointment of Assignee as successor administrative agent and collateral agent; and

WHEREAS, in furtherance of Assignee’s replacement of Assignor as the Administrative Agent under the Credit Agreement, Assignee is desirous of acquiring and Assignor is desirous of assigning all of its right, title and interest in, to and under the Intellectual Property Security Agreements, including without limitation the Assigned Interest (as defined below), and all documents relating thereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Assignor hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Successor Agent Agreement, and Assignee hereby assumes from Assignor, the interest in and to Assignor’s rights and obligations under the Intellectual Property Security Agreements (the “Assigned Interest”) and all Patents and Marks listed on Schedule I hereto, as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Cahill Gordon & Reindel LLP for recording on behalf of the parties hereto pursuant to the Collateral Agreements and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date and as further set forth in the Successor Agent Agreement, (a) Assignee shall be a party to the Credit Agreement, the Collateral Agreements, and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Administrative Agent thereunder and shall be bound by the provisions thereof and (b) Assignor shall, to the extent provided in this Assignment and Assumption and the Successor Agent Agreement, relinquish its rights and be released from its obligations under the Credit Agreement, the Collateral Agreements and the Intellectual Property Security Agreements. Nothing set forth herein shall modify or limit in any respect the provisions of the Successor Agent Agreement.

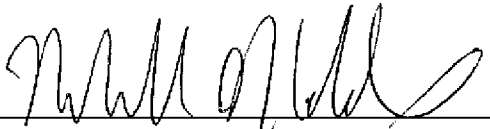
This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption in any number of separate counterparts (including by telecopy or Adobe PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER INC.,
as Assignor

By: 
Name: Randall Braunfeld
Title: Authorized Signatory

Accepted:

BARCLAYS BANK PLC,
as Assignee

By: _____

Name: Ritam Bhalla
Title: Vice President

Serena Software, Inc. - Patent and Trademark Assignment and Assumption

TRADEMARK
REEL: 004514 FRAME: 0029

SCHEDULE I
to
PATENT AND TRADEMARK ASSIGNMENT AND ASSUMPTION

PATENTS

OWNER	REGISTRATION/ APPLICATION NUMBER	TITLE
Serena Software, Inc.	5,745,908	Method for Converting a Word Processing File Containing Markup Language Tags and Conventional Computer Code
Serena Software, Inc.	6,327,587	Caching Optimization with Disk And/Or Memory Cache Management
Serena Software, Inc.	6,601,058	Data Exploration System and Method
Serena Software, Inc.	6,253,236	System and Method for Serving Host Computer Files to One or More Client Computer Systems
Serena Software, Inc.	6,263,348	Method and Apparatus for Identifying the Existence of Differences Between Two Files
Serena Software, Inc.	6,393,438	Method and Apparatus for Identifying the Existence of Differences Between Two Files
Serena Software, Inc.	6,480,834	Method and Apparatus for Serving Files From a Mainframe To One or More Clients
Serena Software, Inc.	6,513,048	Method and Apparatus for Access to Files Stored on a Mainframe Using a Personal Computer User Interface
Serena Software, Inc.	6,691,125	Method and Apparatus for Converting Files Stored on a Mainframe Computer for Use By a Client Computer
Serena Software, Inc.	6,912,539	Method and Apparatus for Verify Converted Database Commands
Serena Software, Inc.	7,778,899	Method and System for Object-Oriented Workflow Management of Multi-Dimensional Data
Serena Software, Inc.	7,853,508	Method and System for Object-Oriented Management of Multi-Dimensional Data
Serena Software, Inc.	7,269,583	System and Method for Verifying Converted Database Commands

PATENT APPLICATIONS:

OWNER	APPLICATION NUMBER	TITLE
Serena Software, Inc.	10/956,634	Method and Apparatus for Combining Information From Various Sources
Serena Software, Inc.	11/327,766	Approach for Performing Impact Analysis in Software Development Environments
Serena Software, Inc.	11/712,033	Approach for Versioning of Services and Service Contracts
Serena Software, Inc.	Unassigned	Approach for Proactive Notification of Contract Changes in a Software Service
Serena Software, Inc.	60/841,477	Method and System for Using a Library Cache in a Distributed Development Environment
Serena Software, Inc.	60/841,422	Method and System for Supporting a Collaborative Development Environment
Serena Software, Inc.	60/842,057	Method and System for Determining Dependencies in a Mainframe Environment
Serena Software, Inc.	60/841,967	Method and System for Identifying Suspect Links between Objects
Serena Software, Inc.	60/845,009	Method and System for Baselineing Across Multiple Domains
Serena Software, Inc.	11/848,125	Method and System for Supporting a Collaborative Development Environment
Serena Software, Inc.	11/848,145	Method and System for Using a Library Cache in a Distributed Development Environment
Serena Software, Inc.	11/848,161	Method and System for Determining Dependencies in a Mainframe Development Environment
Serena Software, Inc.	11/849,073	Method and System for Identifying Suspect Links Between Objects
Serena Software, Inc.	11/849,081	Method and System for Baselineing Across Multiple Domains
Serena Software, Inc.	61/061,060	System for Dynamic Discovery, Configuration and Development of Process-Bound Widgets
Serena Software, Inc.	12/207,384	Versioning and Refactoring of Business Mashups in an On-Demand Environment
Serena Software, Inc.	12/207,477	Business Processing System Combining Human Workflow, Distributed Events, and Automated Processes
Serena Software, Inc.	12/483,177	System for Dynamic Discovery, Configuration, and Deployment of Process-Bound Widgets

TRADEMARK REGISTRATIONS:

OWNER	REGISTRATION NUMBER	TRADEMARK
Serena Software, Inc.	2,425,369	CENTILLION
Serena Software, Inc.	2,472,804	CHANGE TRANSFER
Serena Software, Inc.	1,342,251	CHANGEMAN
Serena Software, Inc.	2,816,351	COLLAGE
Serena Software, Inc.	1,298,600	COMPAREX
Serena Software, Inc.	2,430,845	DETECT+RESOLVE
Serena Software, Inc.	2,475,159	ECHANGEMAN (stylized)
Serena Software, Inc.	2,403,597	EYE-SPY 390
Serena Software, Inc.	2,476,207	MERANT
Serena Software, Inc.	2,478,372	MERANT
Serena Software, Inc.	2,747,007	MERANT COLLAGE
Serena Software, Inc.	1,759,656	PVCS
Serena Software, Inc.	2,739,477	SERENA
Serena Software, Inc.	2,435,312	SERNET
Serena Software, Inc.	2,159,588	STARTOOL
Serena Software, Inc.	2,304,166	STARWARP
Serena Software, Inc.	2,326,643	TEAMSHARE
Serena Software, Inc.	2,326,601	TEAMSHARE
Serena Software, Inc.	2,349,269	TEAMSHARE
Serena Software, Inc.	2,559,818	TEAMTRACK
Serena Software, Inc.	2,208,294	TEAMTRACK
Serena Software, Inc.	2,501,056	TEAMTRACK MOBILE
Serena Software, Inc.	2,458,348	TEAMTRACK ONLINE
Serena Software, Inc.	2,499,060	TSUPPORT
Serena Software, Inc.	2,500,979	tTRACK
Serena Software, Inc.	2,816,197	PORTFOLIO KNOWLEDGE
Serena Software, Inc.	2,766,260	PORTFOLIO EDGE
Serena Software, Inc.	2,829,088	PACIFIC EDGE
Serena Software, Inc.	2,660,757	THE EDGE FOR IT
Serena Software, Inc.	2,657,085	ACCEL IMPLEMENTATION
Serena Software, Inc.	2,641,405	PROJECT OFFICE
Serena Software, Inc.	3,178,770	CHANGE GOVERNANCE
Serena Software, Inc.	3,214,268	CHANGE GOVERNANCE
Serena Software, Inc.	3,178,771	CHANGE GOVERNANCE
Serena Software, Inc.	3,185,151	DIMENSIONS
Serena Software, Inc.	3,103,227	RTM
Serena Software, Inc.	3,542,174	MASHUP COMPOSER
Serena Software, Inc.	3,552,270	MASHUP EXCHANGE

TRADEMARK APPLICATIONS:

OWNER	APPLICATION NUMBER	TRADEMARK
Serena Software, Inc.	78/852,526	SERENA DIMENSIONS
Serena Software, Inc.	78/714,185	PROFIT FROM CHANGE
Serena Software, Inc.	78/714,183	PROFIT FROM CHANGE
Serena Software, Inc.	78/714,180	PROFIT FROM CHANGE
Serena Software, Inc.	78/306,306	SAFE
Serena Software, Inc.	78/699,415	MARINER
Serena Software, Inc.	78/458,080	GOVERNANCE ACCELERATOR
Serena Software, Inc.	77/305,627 (class 9)	EMBRACE YOUR DEVELOPER SIDE
Serena Software, Inc.	77/305,629 (class 42)	EMBRACE YOUR DEVELOPER SIDE
Serena Software, Inc.	77/389,459	MICROMARKET
Serena Software, Inc.	77/326,441	PROTOTYPE COMPOSER
Serena Software, Inc.	77/305,624 (class 42)	UNLEASH YOUR INNER DEVELOPER
Serena Software, Inc.	77/305,621 (class 9)	UNLEASH YOUR INNER DEVELOPER
Serena Software, Inc.	77/594,933	MASHUP SQUAD