

## 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
Rogue Wave Software, Inc.		11/21/2012	CORPORATION: DELAWARE
Visual Numerics, Inc.		11/21/2012	CORPORATION: DELAWARE
TotalView Technologies LLC		11/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, Inc., as Agent		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1725267	.H++	
Registration Number:	2056483	HOSTACCESS	
Registration Number:	3464253	HYDRA	
Registration Number:	3478133	HYDRASDO	
Registration Number:	1734538	ROGUE WAVE	
Registration Number:	2530765	ROGUE WAVE S O F T W A R E	
Registration Number:	2636987	SOURCEPRO	
Registration Number:	2518511	STINGRAY	
Registration Number:	2518512	STINGRAY	
Registration Number:	2548397		
Registration Number:	3183601	IMSL	
Registration Number:	2291169	PV-WAVE	

Registration Number:	1860198	VISUAL NUMERICS
Registration Number:	1963362	VISUAL NUMERICS
Registration Number:	2647828	TIMESCAN
Registration Number:	2408733	TOTALVIEW
Registration Number:	2433332	ETNUS

#### CORRESPONDENCE DATA

Fax Number: 6175269899

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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:	76751/038
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NAME OF SUBMITTER:	Christine Slattery
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Signature:	/Christine Slattery/
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Date:	11/26/2012
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#### Total Attachments: 8

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21<sup>st</sup> day of November, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC., a California corporation** ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Rogue Wave Holdings, Inc., a Delaware corporation, as parent ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to thereafter each collectively, jointly and severally, as "Borrowers" and each individually as a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), 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; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, 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 Providers, that certain Guaranty and Security Agreement, dated as of November 21, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its United States Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such United States Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


ROGUE WAVE SOFTWARE, INC.,  
a Delaware corporation

By: 

Name: Brian N. Pierce

Title: President and Chief Executive Officer

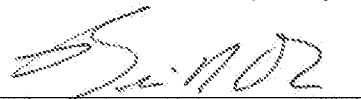
VISUAL NUMERICS, INC.,  
a Delaware corporation

By: 

Name: Brian N. Pierce

Title: President and Chief Executive Officer

TOTALVIEW TECHNOLOGIES LLC,  
a Delaware limited liability company

By: 

Name: Brian N. Pierce

Title: President and Chief Executive Officer

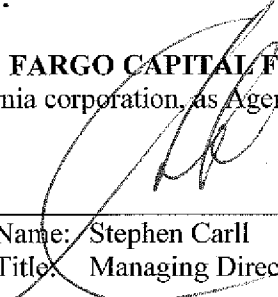
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, INC.,**  
a California corporation, as Agent



By:

  
Name: Stephen Carll  
Title: Managing Director



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004906 FRAME: 0284**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>Owner</b>	<b>MARK</b>	<b>COUNTRY</b>	<b>APP./REG. NO.</b>	<b>STATUS</b>
Rogue Wave Software, Inc.	.H++	U.S.	Registration No. 1,725,267	Filed 10/29/91 Registered 10/20/92
Rogue Wave Software, Inc.	HOSTACCESS	U.S.	Registration No. 2,056,483	Filed: 4/17/96 Registered: 4/22/97
Rogue Wave Software, Inc.	HYDRA & DESIGN (LOGO) 	U.S.	Application No.: 78/834,627  Registration No.: 3,464,253	Filed: 3/10/2006 Registered: 7/8/08
Rogue Wave Software, Inc.	HYDRASDO	U.S.	Application No. 78/815,208  Registration No. 3,478,133	Filed: 2/15/06 Registered: 7/29/08
Rogue Wave Software, Inc.	ROGUE WAVE	U.S.	Registration No. 1,734,538	Filed 01/12/92 Registered 11/24/92
Rogue Wave Software, Inc.	ROGUE WAVE SOFTWARE and DESIGN 	U.S.	Application No. 76/073,957  Registration No. 2,530,765	Filed 06/20/00 Registered: 1/15/02
Rogue Wave Software, Inc.	SOURCEPRO	U.S.	Application No. 76/233,380  Registration No. 2,636,987	Filed 03/30/01 Registered: 10/15/02



Owner	MARK	COUNTRY	APP./REG. NO.	STATUS
Rogue Wave Software, Inc.	STINGRAY	U.S.	Application No. 75/898,728 Registration No. 2,518,511	Filed 01/20/00 Registered: 12/11/01
Rogue Wave Software, Inc.	STINGRAY and DESIGN 	U.S.	Application No. 75/898,731 Registration No. 2,518,512	Filed 01/20/00 Registered: 12/11/01
Rogue Wave Software, Inc.	WAVE DESIGN 2 	U.S.	Application No. 76/073,958 Registration No. 2,548,397	Filed 06/20/00 Registered: 3/12/02
Visual Numerics, Inc.	IMSL	U.S.	Application No. 78/800,094 Registration No. 3,183,601	Filed: 1/26/06 Registered: 12/12/06
Visual Numerics, Inc.	PV-WAVE	U.S.	Application No. 75/554,755 Registration No. 2,291,169	Filed: 9/17/98 Registered: 11/9/99
Visual Numerics, Inc.	VISUAL NUMERICS	U.S.	Application No. 74/338,711 Registration No. 1,860,198	Filed: 12/10/92 Registered: 10/25/94
Visual Numerics, Inc.	VISUAL NUMERICS &  Design	U.S.	Application No. 74/666,021 Registration No. 1,963,362	Filed: 4/26/95 Registered: 3/19/96

<b>Trademark/Registered Intellectual Property</b>
Trademark "TIMESCAN" registered with United States Patent and Trademark Office, Registration Number 2647828; registered to TotalView Technologies, LLC.
Trademark "TOTALVIEW" registered with United States Patent and Trademark Office, Registration Number 2408733.; registered to TotalView Technologies, LLC
Trademark "ETNUS" registered with United States Patent and Trademark Office, Registration Number 2433332; registered to TotalView Technologies, LLC.

**TRADE NAMES**

None.

**COMMON LAW TRADEMARKS**

None.

**TRADEMARKS NOT CURRENTLY IN USE**

None.

**TRADEMARK LICENSES**

None.