

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Actian Corporation		04/11/2013	CORPORATION: DELAWARE
Pervasive Software Inc.		04/11/2013	CORPORATION: DELAWARE
Versant Corporation		04/11/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	TC Lending, LLC
Street Address:	301 Commerce Street, Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	85428059	A
Serial Number:	85427745	ACTIAN
Serial Number:	85428056	ACTIAN
Serial Number:	85427747	ACTION APPS
Serial Number:	85526491	ACTION ENABLED ENTERPRISE
Serial Number:	85526498	ACTION METHODOLOGY
Serial Number:	85428397	ACTION SERVER
Serial Number:	85427746	CLOUD ACTION PLATFORM
Serial Number:	85428403	CLOUD ACTION SERVER
Serial Number:	85428053	INCITE ACTION
Serial Number:	74288104	INGRES
Serial Number:	75269962	OPENROAD
Serial Number:	85877947	VECTORWISE

CH \$815.00 85428059

Registration Number:	2196949	AUDITMASTER
Registration Number:	2905114	AUDITMASTER
Registration Number:	1786633	BTRIEVE
Registration Number:	2545778	CHANNELINX
Registration Number:	1551734	DATA JUNCTION
Registration Number:	2516028	PERVASIVE
Registration Number:	2680582	PERVASIVE
Registration Number:	2928856	PERVASIVE
Registration Number:	2991844	PERVASIVE
Registration Number:	3590202	PERVASIVE DATA CLOUD
Registration Number:	2296316	PERVASIVE SOFTWARE
Registration Number:	2273698	PERVASIVE SOFTWARE
Registration Number:	2306518	PERVASIVE.SQL
Registration Number:	3421469	WEBDI
Registration Number:	2378255	WEBDI
Registration Number:	3517467	DB4O
Registration Number:	3517466	DB4OBJECTS
Registration Number:	2615666	FASTOBJECTS
Registration Number:	1649354	VERSANT

CORRESPONDENCE DATA

Fax Number: 2125935955
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 756-2336
Email: melissa.karp@srz.com
Correspondent Name: Melissa Karp
Address Line 1: Schulte Roth & Zabel, 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	079464.0021
NAME OF SUBMITTER:	Melissa Karp
Signature:	/RS for MK/
Date:	04/12/2013

Total Attachments: 9
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GRANT OF A SECURITY INTEREST --TRADEMARKS

April 11, 2013

WHEREAS, Actian Corporation and certain of its Subsidiaries (each individually a "Grantor" and collectively the "Grantors") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated April 11, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TC Lending, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of April __, 2013.

ACTIAN CORPORATION

By: 
Name: Marc Monahan
Title: VP Finance

**Please See Attached
Acknowledgement
From Notary Public**

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of April, 2013, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of _____, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[NOTARY SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On April 5 2013 before me, Sossi Salih, Notary Public

Date Here Insert Name and Title of the Officer

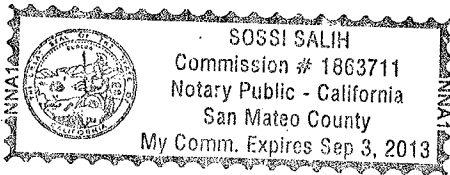
personally appeared Marc D. Monahan

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Security Agreement

Document Date: 4-5-13 Number of Pages: 1

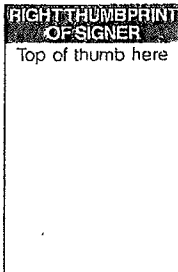
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

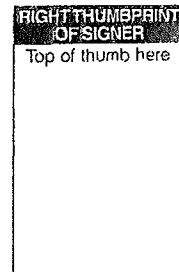
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On 5th APRIL, 2013 before me, Sossi Salih, Notary Public

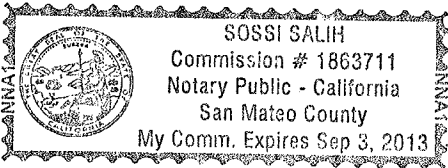
personally appeared MARC MONAHAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK SECURITY AGREEMENT

Document Date: APRIL 5th, 2013 Number of Pages: _____

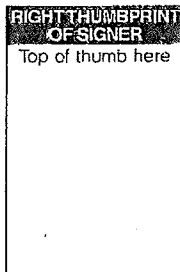
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

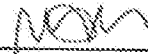
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



VERSANT CORPORATION

By:



Name: Marc Monahan

Title: Chairman

Please See Attached
Acknowledgement
From Notary Public

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of April, 2013, before me personally came _____,
to me known to be the person who executed the foregoing instrument, and who, being duly
sworn by me, did depose and say that s/he is the _____ of
_____, a _____, and that s/he
executed the foregoing instrument in the firm name of
_____, and that s/he had authority to sign the same,
and s/he acknowledged to me that he executed the same as the act and deed of said firm for the
uses and purposes therein mentioned.

[NOTARY SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On April 10, 2013 before me, Samir K Mehta, Notary Public

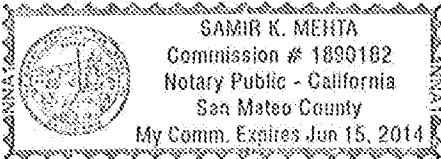
personally appeared Marc D. Morahan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Samir K. Mehta



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK SECURITY AGREEMENT

Document Date: APRIL 10th, 2013 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CHAIRMAN
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A TO GRANT OF A SECURITY INTEREST
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Action Corporation	United States	a (Stylized)	85/428059	09/21/2001	
Action Corporation	United States	Action	85/427745	09/21/2011	
Action Corporation	United States	action & Design	85/428056	09/21/2011	
Action Corporation	United States	Action Apps	85/427747	09/21/2011	
Action Corporation	United States	ACTION ENABLED ENTERPRISE	85/526491	01/26/2012	
Action Corporation	United States	ACTION METHODOLOGY	85/526498	01/26/2012	
Action Corporation	United States	Action Server	85/428397	09/21/2011	
Action Corporation	United States	Cloud Action Platform	85/427746	09/21/2011	
Action Corporation	United States	Cloud Action Server	85/428403	09/21/2011	
Action Corporation	United States	ICEBREAKER	926180	05/24/2007	07/22/2008
Action Corporation	United States	Incite Action	85/428053	09/21/2011	
Action Corporation	United States	INGRES	74/288104	06/25/1992	11/23/1993
Action Corporation	United States	OPENROAD	75/269962	04/04/1997	02/23/1999
Action Corporation	United States	VECTORWISE & Design	79/088378	08/04/2010	07/19/2011
Action Corporation	United States	VECTORWISE	85877947	03/15/2013	
Pervasive Software Inc.	United States	AUDITMASTER	App: 75149005 / Reg: 2196949	8/12/1996	10/20/1998
Pervasive Software Inc.	United States	AUDITMASTER	App: 78324398 / Reg: 2905114	11/6/2003	11/23/2004
Pervasive Software Inc.	United States	BTRIEVE	App: 74342540 / Reg: 1786633	12/22/1992	8/10/1993

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Pervasive Software Inc.	United States	CHANNELINX and Design	App: 75818223 / Reg: 2545778	10/8/1999	3/12/2002
Pervasive Software Inc.	United States	DATA JUNCTION (STYLIZED)	App: 73763291 / Reg: 1551734	11/14/1988	8/15/1989
Pervasive Software Inc.	United States	PERVASIVE	App: 75408499 / Reg: 2516028	12/18/1997	12/11/2001
Pervasive Software Inc.	United States	PERVASIVE	App: 76382230 / Reg: 2680582	3/13/2002	1/28/2003
Pervasive Software Inc.	United States	PERVASIVE	App: 78347942 / Reg: 2928856	1/5/2004	3/1/2005
Pervasive Software Inc.	United States	PERVASIVE (STYLIZED)	App: 78353306 / Reg: 2991844	1/16/2004	9/6/2005
Pervasive Software Inc.	United States	PERVASIVE DATA CLOUD	App: 77431340 / Reg: 3590202	3/25/2008	3/17/2009
Pervasive Software Inc.	United States	PERVASIVE SOFTWARE	App: 75107416 / Reg: 2296316	5/21/1996	11/30/1999
Pervasive Software Inc.	United States	PERVASIVE SOFTWARE	App: 75408498 / Reg: 2273698	12/18/1997	8/31/1999
Pervasive Software Inc.	United States	PERVASIVE.SQL	App: 75419294 / Reg: 2306518	1/16/1998	1/4/2000
Pervasive Software Inc.	United States	WEBDI	App: 77104772 / Reg: 3421469	2/12/2007	5/6/2008
Pervasive Software Inc.	United States	WEBDI	App: 75605155 / Reg: 2378255	12/14/1998	8/15/2000
Versant Corporation	United States	DB40	3,517,467	06/15/2007	10/14/2008
Versant Corporation	United States	DB40BJE CTS	3,517,466	06/15/2007	10/14/2008
Versant Corporation	United States	FASTOBJECTS	2,615,666	03/10/1999	09/03/2002
Versant Corporation	United States	VERSANT	1,649,354	06/28/1990	07/02/1991