

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SABA SOFTWARE, INC.		07/05/2013	CORPORATION: DELAWARE
HAL ACQUISITION SUB INC.		07/05/2013	CORPORATION: DELAWARE
HUMANCONCEPTS, LLC		07/05/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 Colorado Avenue, Suite 3000 West
Internal Address:	c/o Wells Fargo Capital Finance, LLC
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4088155	CENTRA
Registration Number:	2525714	S
Registration Number:	2580591	SABA
Registration Number:	2672516	SABA.
Registration Number:	2561557	SABA
Registration Number:	3667164	SABA
Registration Number:	2635901	SABA
Registration Number:	2782150	SABA
Registration Number:	4062916	S
Registration Number:	4254701	SABA PEOPLE CLOUD
Registration Number:	2545628	SABA SOFTWARE

CH \$340.00 4088155

Registration Number:	3997581	HUMANCONCEPTS
Registration Number:	3675845	TRANSITION MANAGER

**CORRESPONDENCE DATA**

Fax Number: 2136270705  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 213.683.5698  
Email: MinetteTayco@paulhastings.com  
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP  
Address Line 1: 515 S. Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WF/SABA(73896.111):TRADEM
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	07/05/2013

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), dated July 5, 2013, is made by each of SABA SOFTWARE, INC., a Delaware corporation (“Saba”), HAL ACQUISITION SUB INC., a Delaware corporation (“Hal Acquisition”), and HUMANCONCEPTS, LLC, a California limited liability company (“HumanConcepts”; Saba, HumanConcepts and Hal Acquisition, individually and collectively, and jointly and severally, the “Assignor”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, for itself and as agent for the Bank Product Providers (together with any permitted successors and assigns in such capacity, “Assignee”). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Borrower Security Agreement or Guarantor Security Agreement (each as hereinafter defined), as applicable.

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed **Schedule A** hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, (a) Saba has entered into that certain Second Amended and Restated Security Agreement, dated as of July 5, 2013, by and between Saba and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “Borrower Security Agreement”), and (b) each of Hal Acquisition and HumanConcepts have entered into that certain Amended and Restated Guarantor Security Agreement, dated as of July 5, 2013, by and among Hal Acquisition, HumanConcepts, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantor Security Agreement”);

WHEREAS, pursuant to the Borrower Security Agreement and the Guarantor Security Agreement, as applicable, as collateral security for all of the Secured Obligations, Assignor has hypothecated and granted to Assignee a continuing first priority security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, all proceeds thereof, and all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (the “Collateral”);

NOW, THEREFORE, in consideration of the premises and agreements made herein, in the Borrower Security Agreement, and in the Guarantor Security Agreement, the Parties agree as follows:

As collateral security for all of the Secured Obligations, Assignor hereby grants, assigns and pledges to Assignee, for the benefit of itself and the Bank Product Providers, a continuing first priority security interest in all of Assignor’s right, title, and interest in the Collateral, including, without limitation, all of the Trademark Collateral now owned or from time to time after the date hereof owned or acquired by Assignor, and Assignee hereby accepts such grant of first priority security interest from Assignor.

As used herein, the term “Trademark Collateral” means all right, title and interest of Assignor in and to the following: (a) all of Assignor’s Trademarks and Trademark Intellectual Property license to which it is a party, including those referred to on **Schedule A**; (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 claims by Assignor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property license, including the right to receive 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.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Borrower Security Agreement and the Guarantor Security Agreement, as applicable, the terms and provisions of each of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Agreement and the Borrower Security Agreement or the Guarantor Security Agreement, as applicable, the Borrower Security Agreement or the Guarantor Security Agreement, as applicable, shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction. THIS AGREEMENT IS A LOAN DOCUMENT AND IS SUBJECT TO ALL PROVISIONS OF THE CREDIT AGREEMENT APPLICABLE TO LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION, SECTION 8.13 (ARBITRATION), ALL OF WHICH ARE INCORPORATED IN THIS AGREEMENT BY REFERENCE TO THE SAME AS IF SET FORTH IN THIS AGREEMENT.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

**SABA SOFTWARE, INC.,**  
a Delaware corporation

By: 

Peter E. Williams III  
Executive Vice President

**HAL ACQUISITION SUB INC.,**  
a Delaware corporation

By: 

Peter E. Williams III  
President


**HUMANCONCEPTS, LLC,**  
a California limited liability company

By: 

Peter E. Williams III  
President

Acknowledged and agreed:

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By:   
Daniel Morihiro  
Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005064 FRAME: 0759**

## SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

### U.S. Trademarks of Saba Software, Inc.

<u>Trademark</u>	<u>Case Number/Subcase Country Name</u>	<u>Status Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>
CENTRA	058790.2260 United States of America	Registered 09 Int., 38 Int., 41 Int., 42 Int.	77152264 09-Apr-2007	4088153 17-Jan-2012
S DESIGN	058790.2010 United States of America	Registered 09 Int., 41 Int., 42 Int.	75739164 29-Jun-1999	2525714 01-Jan-2002
SABA	058790.2030 United States of America	Renewed 09 Int., 41 Int., 42 Int.	75625332 22-Jan-1999	2580591 18-Jun-2002
SABA	058790.2060 United States of America	Registered 41 Int., 42 Int.	75738762 29-Jun-1999	2672516 07-Jan-2003
SABA	058790.2220 United States of America	Renewed 42 Int.	76182052 14-Dec-2000	2561557 16-Apr-2002
SABA	058790.2270 United States of America	Registered 09 Int., 38 Int., 41 Int., 42 Int.	77152331 09-Apr-2007	3667164 11-Aug-2009
SABA (STYLIZED)	058790.2050 United States of America	Registered 09 Int., 41 Int., 42 Int.	75738755 29-Jun-1999	2635901 15-Oct-2002
SABA AND DESIGN	058790.2020 United States of America	Registered 09 Int., 35 Int., 41 Int., 42 Int.	75739163 29-Jun-1999	2782150 11-Nov-2003
SABA logo	058790.2301 United States of America	Registered 09 Int., 38 Int., 42 Int.	83296842 15-Apr-2011	4062916 29-Nov-2011
SABA PEOPLE CLOUD	058790.2310 United States of America	Registered 09 Int., 42 Int.	83319816 12-May-2011	4254701 04-Dec-2012
SABA SOFTWARE	058790.2040 United States of America	Renewed 41 Int., 42 Int.	73626315 22-Jan-1999	2345628 12-Mar-2002

U.S. Trademarks of HumanConcepts, LLC

Registered Owner	Registration No.	Registration Date	Filing Date	Serial No.	Mark
HumanConcepts, LLC	3997581	July 19, 2011	December 23, 2010	85-205,041	HUMANCONCEPTS
HumanConcepts, LLC	3675845	September 1, 2009	January 22, 2009	77-654,355	TRANSITION MANAGER

U.S. Trademarks of HAL Acquisition Sub Inc.: NONE