

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Borrower Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saba Software, Inc.		07/05/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Vector Trading (Cayman), LP
Street Address:	1 MARKET PLAZA
Internal Address:	STEUART TOWER, FLOOR 23
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 11

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

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	53237-30050
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/08/2013

**Total Attachments: 6**

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## SECOND LIEN BORROWER TRADEMARK SECURITY AGREEMENT

This SECOND LIEN BORROWER TRADEMARK SECURITY AGREEMENT (“Agreement”), dated July 5, 2013, is made by SABA SOFTWARE, INC., a Delaware corporation (“Assignor”), in favor of VECTOR TRADING (CAYMAN), LP, an exempted limited partnership organized under the laws of the Cayman Islands (together with any permitted successors and assigns, “Assignee”). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

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, the Assignor has entered into that certain Second Lien Borrower Security Agreement, dated as of July 5, 2013, among Assignor and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, Assignor has hypothecated and granted to Assignor a continuing second 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 and all proceeds thereof (the “Collateral”).

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

As collateral security for all of the Secured Obligations, Assignor hereby grants to the Assignee, a continuing second priority security interest in all of the Assignor’s right, title, and interest in the Collateral, now owned or from time to time after the date hereof owned or acquired by the Assignor, and Assignee hereby accepts such grant of security interest from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to contracts made and to be performed in the State of California, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of California.

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) AND SECTION 8.17 (CONFIDENTIALITY), 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: 

Name: Peter E. Williams III

Title: Executive Vice President

Agreed and Accepted:

VECTOR TRADING (CAYMAN), LP,  
an exempted limited partnership organized  
under the laws of the Cayman Islands

By: VCP CREDIT, L.L.C., its general partner

*David Baylor*

By:

Name: *David Baylor*

Title: *chief operating officer*

*Signature Page to Second Lien Borrower Trademark Security Agreement*

TRADEMARK  
REEL: 005065 FRAME: 0006

ACKNOWLEDGMENT OF ASSIGNOR

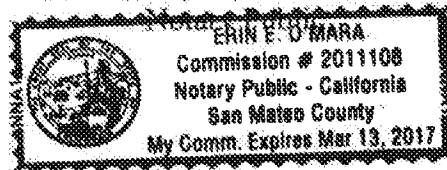
STATE OF California

ss.:

COUNTY OF San Mateo

On this 3 day of July, 2013, before me personally came Erin E. O'Mara III, 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 Executive Vice President of SABA SOFTWARE, INC., a Delaware corporation, and that s/he executed \_\_\_\_\_ the foregoing instrument in the name of SABA Software, Inc., 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 entity for the uses and purposes therein mentioned.

*Erin E. O'Mara III*



**SCHEDULE A TO SECOND LIEN BORROWER 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	4088155 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.	75625532 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.	85296842 15-Apr-2011	4062916 29-Nov-2011
SABA PEOPLE CLOUD	058790.2310 United States of America	Registered 09 Int., 42 Int.	85319816 12-May-2011	4254701 04-Dec-2012
SABA SOFTWARE	058790.2040 United States of America	Renewed 41 Int., 42 Int.	75626315 22-Jan-1999	2545628 12-Mar-2002