

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AQA Acquisition Holding, Inc.		12/20/2013	CORPORATION: DELAWARE
Smartbear Software Inc.		12/20/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	275 Grove St., Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3247328	DEJACLICK
Registration Number:	3975253	TRUESCREEN
Registration Number:	3833605	ALERTSITE
Registration Number:	3464747	SUPER BOOKMARK
Registration Number:	3271340	TRUEUSER
Registration Number:	3593132	CODE COLLABORATOR
Registration Number:	3593131	CODE PICKLE
Registration Number:	3209834	CODEREVIEWER
Registration Number:	3596632	CODEHISTORIAN
Registration Number:	3263045	SMART BEAR

**CORRESPONDENCE DATA**

Fax Number: 8004947512

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

**TRADEMARK**

*via US Mail.*

Phone: 2023704761  
Email: ipteam@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1025 Vermont Avenue NW, Suite 1130  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F147749
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	12/20/2013

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of December 20, 2013 is entered into by and among **AQA ACQUISITION HOLDING, INC.**, a Delaware corporation (“*Holdings*”), **SMARTBEAR SOFTWARE INC.**, a Delaware corporation (the “*Borrower*”, and together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of December 20, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantors, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of December 20, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantors hereby grant to the Assignee a security interest in all of the Grantors’ right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors’ Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantors' federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantors authorize the Assignee, upon notice to the Grantors, to modify this Agreement without obtaining the Grantors' signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantors or to delete any reference to any right, title or interest in any Trademarks in which the Grantors no longer have or claim any right, title or interest. The Grantors additionally agree to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

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

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

By: 

Name: MICHAEL J. FELL

Title: MANAGING DIRECTOR

Address of Assignee:

Silicon Valley Bank  
275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attention: Michael Fell  
Facsimile No.: 617-630-4135

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005179 FRAME: 0879**

**GRANTORS:**

**AQA ACQUISITION HOLDING, INC.,**

a Delaware corporation

By: 

Name: SHAWN GARRETT

Title: VICE PRESIDENT

**SMARTBEAR SOFTWARE INC.,**

a Delaware corporation

By: 

Name: SHAWN GARRETT

Title: VICE PRESIDENT

Address of Grantors:

SmartBear Software Inc.  
AQA Acquisition Holding, Inc.  
100 Cummings Center, Suite 234-N  
Beverly, Massachusetts 01915  
Attn: Shawn Garrett  
Fax: (978) 522-8324

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005179 FRAME: 0880**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<b>Owner</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>
Smart Bear Software, Inc.	DEJACLICK	3,247,328	May 29, 2007
Smart Bear Software, Inc.	TRUESCREEN	3,975,253	June 7, 2011
Smart Bear Software, Inc.	ALERTSITE	3,833,605	August 17, 2010
Smart Bear Software, Inc.	SUPER BOOKMARK	3,464,747	July 8, 2008
Smart Bear Software, Inc.	TRUEUSER	3,271,340	July 31, 2007
Smart Bear Software, Inc.	CODE COLLABORATOR	3,593,132	March 17, 2009
Smart Bear Software, Inc.	CODE PICKLE	3,593,131	March 17, 2009
Smart Bear Software, Inc.	CODE REVIEWER	3,209,834	February 13, 2007
Smart Bear Software, Inc.	CODEHISTORIAN	3,596,632	March 24, 2009
Smart Bear Software, Inc.	SMARTBEAR	3,263,045	July 10, 2007