

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Serena Software, Inc.		04/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Island Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1342251	CHANGEMAN	
Registration Number:	1298600	COMPAREX	
Registration Number:	3185151	DIMENSIONS	
Registration Number:	3291794	MARINER	
Registration Number:	3542174	MASHUP COMPOSER	
Registration Number:	3552270	MASHUP EXCHANGE	
Registration Number:	3486670	PROTOTYPE COMPOSER	
Registration Number:	1759656	PVCS	
Registration Number:	2739477	SERENA	
Registration Number:	3341801	SERENA DIMENSIONS	
Registration Number:	2159588	STARTOOL	
Registration Number:	2208294	TEAMTRACK	
Registration Number:	2559818	TEAMTRACK	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127353000		
Email:	jselle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
			TRADEMARK

CH \$340.00 1342251

Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2610

NAME OF SUBMITTER: Ken Kumayama

SIGNATURE: /Ken Kumayama/

DATE SIGNED: 04/15/2014

Total Attachments: 6

source=Serena HGGC - IP - Trademark Security Agt - Credit Suisse Skadden (Apr-14-14)
(EXECUTED)_ (31020885_1)#page1.tif

source=Serena HGGC - IP - Trademark Security Agt - Credit Suisse Skadden (Apr-14-14)
(EXECUTED)_ (31020885_1)#page2.tif

source=Serena HGGC - IP - Trademark Security Agt - Credit Suisse Skadden (Apr-14-14)
(EXECUTED)_ (31020885_1)#page3.tif

source=Serena HGGC - IP - Trademark Security Agt - Credit Suisse Skadden (Apr-14-14)
(EXECUTED)_ (31020885_1)#page4.tif

source=Serena HGGC - IP - Trademark Security Agt - Credit Suisse Skadden (Apr-14-14)
(EXECUTED)_ (31020885_1)#page5.tif

source=Serena HGGC - IP - Trademark Security Agt - Credit Suisse Skadden (Apr-14-14)
(EXECUTED)_ (31020885_1)#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 14, 2014 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of Credit Suisse AG, Cayman Islands Branch ("CS"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of April 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Spartacus Merger Corp., a Delaware corporation, as borrower (the "Initial Borrower"), and which upon consummation of the Closing Date Acquisition, shall be merged with and into Serena Software, Inc., a Delaware corporation ("Target"), with the Target surviving such merger as the borrower (the Initial Borrower and the Target, the "Borrower"), Spartacus Acquisition Corp., a Delaware corporation ("Holdings"), as Guarantor, each of the other Guarantors (such terms and each other capitalized term used but not defined herein having the meaning given to it in Article I) upon becoming a party hereto, the Lenders and CS, as administrative agent (in such capacity, "Administrative Agent") for the Lenders and as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to the Pledgor's use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority security interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Lien of this Agreement and the other Loan Documents when the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Upon termination hereof, the security interests granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the security interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any Asset Sale, disposition or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of the Pledgor, at the sole reasonable cost and expense of the Pledgor, assign, transfer and deliver to the Pledgor, against receipt and without recourse to or warranty by

the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its security interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

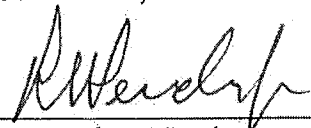
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

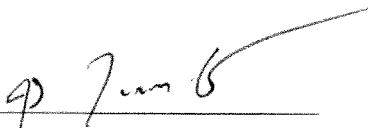
PLEDGOR:

SERENA SOFTWARE, INC.

By: 
Name: Robert I. Pender Jr.
Title: Chief Financial Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: _____
Title: JOHN D. TORONTO
AUTHORIZED SIGNATORY

By: 
Name: _____
Title: WHITNEY GASTON
AUTHORIZED SIGNATORY

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Registration Date	Registration No.	Title
Serena Software, Inc.	Jun-18-1985	1342251	CHANGEMAN
Serena Software, Inc.	Oct-02-1984	1298600	COMPAREX
Serena Software, Inc.	Dec-19-2006	3185151	DIMENSIONS
Serena Software, Inc.	Sep-11-2007	3291794	MARINER
Serena Software, Inc.	Dec-02-2008	3542174	MASHUP COMPOSER
Serena Software, Inc.	Dec-23-2008	3552270	MASHUP EXCHANGE
Serena Software, Inc.	Aug-12-2008	3486670	PROTOTYPE COMPOSER
Serena Software, Inc.	Mar-23-1993	1759656	PVCS
Serena Software, Inc.	Jul-22-2003	2739477	SERENA
Serena Software, Inc.	Nov-20-2007	3341801	SERENA DIMENSIONS
Serena Software, Inc.	May-19-1998	2159588	STARTOOL
Serena Software, Inc.	Dec-08-1998	2208294	TEAMTRACK
Serena Software, Inc.	Apr-09-2002	2559818	TEAMTRACK

United States Trademark Applications:

None.