

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLLABNET HOLDINGS, INC.		10/23/2014	CORPORATION: DELAWARE
COLLABNET, INC.		10/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85435048	CLOUDFORGE	
Serial Number:	85435053	CLOUDFORGE	
Serial Number:	85267603	CODESION	
Serial Number:	78713741	COLLABNET	
Serial Number:	77244774	COLLABNET	
Serial Number:	77244763	COLLABNET	
Serial Number:	77244758	COLLABNET	
Serial Number:	78036886	COLLABNET	
Serial Number:	77244769	COLLABNET	
Serial Number:	77143107	OPENCOLLABNET	
Serial Number:	77141966	OPENCOLLABNET	
Serial Number:	77141970	OPENCOLLABNET	
Serial Number:	77141978	OPENCOLLABNET	
Serial Number:	77625071	TEAMFORGE	
Serial Number:	77625072	TEAMFORGE	
Serial Number:	77493367	DANUBE	
Serial Number:	77411927	COLLABXCHANGE	
Serial Number:	77257489	SCRUMWORKS	
TRADEMARK			

OP \$465.00 85435048

CORRESPONDENCE DATA**Fax Number:** 8004947512*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Brandie Sullivan**Address Line 1:** 1025 Vermont Ave. NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152385
NAME OF SUBMITTER:	Monica C. Courtade
SIGNATURE:	/Monica C. Courtade/
DATE SIGNED:	10/28/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 23, 2014 by and between the Grantors listed on the signature page hereto (collectively, the "*Grantor*") and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*").

RECITALS

A. Bank and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **COLLABNET HOLDINGS, INC.**, a Delaware corporation ("*Holdings*"), **COLLABNET, INC.**, a Delaware corporation (the "*Borrower*"), the several banks and other financial institutions or entities from time to time parties thereto (each a "*Lender*" and, collectively, the "*Lenders*"), and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Bank and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and the other Grantors party thereto have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Guarantee and Collateral Agreement*").

C. Bank and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and the Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower has granted to Administrative Agent, for the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those

Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

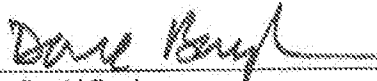
This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:
c/o Collabnet, Inc.
4000 Shoreline Court
Suite 300
South San Francisco, California 94080
Attention: Chief Executive Officer
Facsimile No.: (650) 228-2501
Telephone No.: (650) 228-2550
E-Mail: bill@collab.net

Grantors:
COLLABNET HOLDINGS, INC.

By: 
Name: David Baylor
Title: Chief Executive Officer and President

COLLABNET, INC.

By: _____
Name: William J. Portelli
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:
c/o Collabnet, Inc.
4000 Shoreline Court
Suite 300
South San Francisco, California 94080
Attention: Chief Executive Officer
Facsimile No.: (650) 228-2501
Telephone No.: (650) 228-2550
E-Mail: bill@collab.net

Grantors:
COLLABNET HOLDINGS, INC.

By: _____
Name: _____
Title: _____

COLLABNET, INC.

By: 
Name: William J. Portelli
Title: President and Chief Executive Officer

Address of Administrative Agent:
Silicon Valley Bank
2400 Hanover Street
Palo Alto, California 94304
Attn: Matthew Wright

Administrative Agent:
SILICON VALLEY BANK as Administrative Agent
By: Matthew Wright
Name: Matthew Wright
Title: Director

EXHIBIT A

COPYRIGHTS

<u>Grantor</u>	<u>Copyright</u>	<u>Registration Number</u>
CollabNet, Inc.	Scrumworks basic.	V3592 D603-001
	Scrumworks pro.	V3592 D603-002
CollabNet, Inc.	ScrumWorks Basic.	V3593 D294-001
	ScrumWorks Pro.	V3593 D294-002
CollabNet, Inc.	Software applications: commonly known as ScrumWorks Basic and ScrumWorks Pro.	V3589 D832 P1-5

EXHIBIT B

PATENTS

<u>Grantor</u>	<u>Patent Applications</u>	<u>Application Number</u>	<u>Application Date</u>
CollabNet, Inc.	System and architecture for managing distributed design chains	20080221959	09/11/2008
CollabNet, Inc.	System and architecture for managing distributed design chains	20080109287	05/08/2008
CollabNet, Inc.	System and methods for on-demand deployment of software build and test environments	20070283282	12/06/2007
CollabNet, Inc.	Systems and methods for managing distributed design chains	20050278159	12/15/2005

EXHIBIT C

TRADEMARKS

Trademark ¹	Country	Class	App. No.	App. Date	Reg. Number	Reg. Date
CLOUDFORGE	United States	9	85/435,048	9/29/2011	4313954	4/2/2013
CLOUDFORGE	United States	42	85/435,053	9/29/2011	4313955	4/2/2013
CLOUDFORGE	Australia	9, 42	1483217	3/29/2012	1483217	3/29/2012
CLOUDFORGE	Canada	N/A	1570938	03/28/2012	TMA876227	4/23/2014
CLOUDFORGE	European Community	9, 42	010770774	03/29/2012		
CLOUDFORGE	India	9, 42	237901	03/29/2012		
CLOUDFORGE	Japan	9, 42	2012-24398	03/29/2012	5556049	2/8/2013
CLOUDFORGE	South Korea	9, 42	45-2012-1575	03/29/2012	45-44897	5/24/2013
CODESION	United States	35, 39, 42	85/267,603	3/15/2011	4127903	4/17/2012
COLLABNET	Brazil	9	825065690	11/7/2002	825065690	5/2/2007
COLLABNET	Brazil	42	825065682	11/7/2002	825065682	5/2/2007
COLLABNET	Canada	N/A	1,158,989	11/15/2002	TMA855911	7/22/2013
COLLABNET	Canada	N/A	1,381,635	2/1/2008	TMA859966	9/12/2013
COLLABNET	China P.R.	9	6253602	9/3/2007	6253602	3/28/2010
COLLABNET	China P.R.	38	6253601	9/3/2007	6253601	3/28/2010
COLLABNET	China P.R.	41	6253600	9/3/2007	6253600	6/14/2010
COLLABNET	China P.R.	42	6235599	9/3/2007	6253599	6/14/2010
COLLABNET	European Community	9, 38, 42	002923985	11/7/2002	002923985	12/18/2003
COLLABNET	Hong Kong	9, 42	200406106AA	11/28/2007	200406106AA	11/28/2007
COLLABNET	India	9	1179941	3/4/2003	1179941	2/17/2007
COLLABNET	India	42	1241949	10/8/2003	1241949	9/12/2005
COLLABNET	Japan	9, 38, 42	2001-046844	5/24/2001	4776447	6/4/2004
COLLABNET	Singapore	9	T06/04746A	3/15/2006	T06/04746A	3/15/2006
COLLABNET	Singapore	42	T06/04748H	3/15/2006	T06/04748H	3/15/2006
COLLABNET	South Korea	9, 42	4520010001870	5/25/2001	4742	2/21/2002
COLLABNET	South Korea	9	40-2008-5025	1/31/2008	771880	12/9/2008
COLLABNET	South Korea	38	41-2008-2837	1/31/2008	176482	10/30/2008
COLLABNET	South Korea	41	41-2008-2838	1/31/2008	176489	10/30/2008
COLLABNET	South Korea	42	41-2008-2839	1/31/2008	176483	10/30/2008

¹ All Trademarks owned by CollabNet, Inc.

Trademark ¹	Country	Class	App. No.	App. Date	Reg. Number	Reg. Date
COLLABNET	United States	9	78/713,741	9/15/2005	3,215,006	3/6/2007
COLLABNET	United States	9	77/244,774	8/1/2007	3,411,557	4/15/2008
COLLABNET	United States	38	77/244,763	8/1/2007	3,411,555	4/15/2008
COLLABNET	United States	41	77/244,758	8/1/2007	3,411,554	4/15/2008
COLLABNET	United States	42	78/036,886	11/28/2000	2,591,636	7/9/2002
COLLABNET	United States	42	77/244,769	8/1/2007	3,411,556	4/15/2008
COLLABXCHANGE	Brazil	9	829947558	9/1/2008		
COLLABXCHANGE	Brazil	35	829947515	9/1/2008		
COLLABXCHANGE	Brazil	42	829947736	9/1/2008		
COLLABXCHANGE	China P.R.	9, 35, 42	995 232	8/28/2008	WO 995 232	8/28/2008
COLLABXCHANGE	European Community	9, 35, 42	995 232	8/28/2008	WO 995 232	8/28/2008
COLLABXCHANGE	Hong Kong	9, 35, 42	301192699	9/1/2008	301192699	5/11/2009
COLLABXCHANGE	India	9, 35, 42	1736013	9/2/2008	1736013	3/19/2010
COLLABXCHANGE	International Registration	9, 35, 42	A0013651	8/28/2008	995 232	8/28/2008
COLLABXCHANGE	Japan	9, 35, 42	995 232	8/28/2008	WO 995 232	6/11/2010
COLLABXCHANGE	South Korea	9, 35, 42	995 232	8/28/2008	WO 995 232	8/28/2008
COLLABXCHANGE	United States	42	77/411,927	3/3/2008	3,825,596	7/27/2010
DANUBE	United States	9, 41	77/493,367	6/6/2008	3,560,943	1/13/2009
OPENCOLLABNET and Design	Brazil	9	829.367.381	9/24/2007		
OPENCOLLABNET and Design	Brazil	38	829.367.411	9/24/2007	829367411	9/13/2011
OPENCOLLABNET and Design	Brazil	41	829.367.420	9/24/2007		
OPENCOLLABNET and Design	Brazil	42	829.367.390	9/24/2007		
OPENCOLLABNET and Design	Canada	N/A	1365053	9/25/2007	TMA861671	10/1/2013
OPENCOLLABNET and Design	China P.R.	9	6296474	9/26/2007	6296474	3/28/2010
OPENCOLLABNET and Design	China P.R.	38	6296475	9/26/2007	6296475	3/28/2010
OPENCOLLABNET and Design	China P.R.	41	6296618	9/26/2007	6296618	6/21/2010
OPENCOLLABNET and Design	China P.R.	42	6296617	9/26/2007	6296617	6/21/2010
OPENCOLLABNET and Design	European Community	9, 38, 41, 42	6295604	9/20/2007	006295604	9/3/2008
OPENCOLLABNET and Design	Hong Kong	9, 38, 41, 42	300959022	9/20/2007	300959022	4/28/2008
OPENCOLLABNET and Design	India	9	1606139	9/27/2007	1606139	5/31/2009
OPENCOLLABNET and Design	India	38	1606140	9/27/2007	1606140	3/31/2009
OPENCOLLABNET and Design	India	41	1606141	9/27/2007	1606141	5/15/2009

Trademark ¹	Country	Class	App. No.	App. Date	Reg. Number	Reg. Date
OPENCOLLABNET and Design	India	42	1606142	9/27/2007	1606142	3/31/2009
OPENCOLLABNET and Design	Japan	9, 38, 41, 42	2007-101368	9/27/2007	5292000	1/8/2010
OPENCOLLABNET and Design	South Korea	9	40-2007-49655	9/21/2007	761422	9/17/2008
OPENCOLLABNET and Design	South Korea	38	41-2007-25282	9/21/2007	176379	10/28/2008
OPENCOLLABNET and Design	South Korea	41	41-2007-25283	9/21/2007	176380	10/28/2008
OPENCOLLABNET and Design	South Korea	42	41-2007-25285	9/21/2007	176381	10/28/2008
OPENCOLLABNET and Design	United States	9	77/143,107	3/28/2007	3,351,694	12/11/2007
OPENCOLLABNET and Design	United States	38	77/141,966	3/27/2007	3,351,636	12/11/2007
OPENCOLLABNET and Design	United States	41	77/141,970	3/27/2007	3,351,637	12/11/2007
OPENCOLLABNET and Design	United States	42	77/141,978	3/27/2007	3,351,639	12/11/2007
SCRUMWORKS	European Community	9, 42	0077257489	8/16/2007	956,292	2/15/2008
SCRUMWORKS	International Registration	9, 42	0077257489	8/16/2007	956,292	3/4/3008
SCRUMWORKS	United States	9	77/257,489	8/16/2007	3,425,969	5/13/2008
SOURCECAST	European Community	9, 38, 42	003477957	10/30/2003	003477957	4/11/2005
SOURCECAST	India	9	1179942	3/4/2003	1179942	6/1/2007
SOURCECAST	India	42	1241948	10/8/2003	1241948	9/12/2005
SOURCECAST	Japan	9, 42	2001-046845	5/24/2001	4779157	6/18/2004
TEAMFORGE	Canada	N/A	1,440,047	06/02/2009	TMA846429	3/15/2013
TEAMFORGE	European Community	9, 42	007487961	12/23/2008	007487961	7/24/2009
TEAMFORGE	Germany	9, 42	N/A	4/15/2009	302009023170	6/15/2009
TEAMFORGE	India	9	N/A	05/29/2009		
TEAMFORGE	India	42	N/A	05/29/2009		
TEAMFORGE	Japan	9, 42	2009-038005	05/22/2009	5402430	4/1/2011
TEAMFORGE	South Korea	9, 42	2009-36984	05/22/2009	45-31776	7/16/2010
TEAMFORGE	United States	9	77/625071	12/2/2008	3934874	3/22/2011
TEAMFORGE	United States	42	77/625072	12/2/2008	3934875	3/22/2011