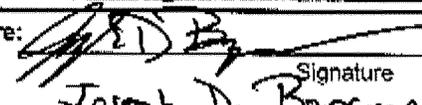


Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Ralley Software Development Corp.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wells Fargo Bank, National Association</u> Internal Address: <u>MAC E2231-09A</u> Street Address: <u>2030 Main Street, 9th Floor Suite 900</u> City: <u>Irvine</u> State: <u>California</u> Country: <u>United States</u> Zip: <u>92614-7255</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Bank</u> Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>November 5, 2014</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Attached</p> <p>B. Trademark Registration No.(s) See Attached</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See Attached</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>CT Lien Solutions</u> Internal Address: <u>Senior Service Team Manager</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>New York</u> Zip: <u>12205</u> Phone Number: <u>800-342-3678 Ext. 4085</u> Fax Number: _____ Email Address: <u>susan.obrien@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 15</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>390 -</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>0974</u> Expiration Date <u>3-12</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature:  _____ 11-7-14</p> <p style="text-align: center;">Signature Date</p> <p style="text-align: center;">Name of Person Signing Total number of pages including cover sheet, attachments, and document: </p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

OP \$390.00 2990642

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
RALLY SOFTWARE [DEVELOPMENT] Class 042	Serial #: 78397043 Reg #: 2990642	8/30/2005
RALLY SOFTWARE [DEVELOPMENT] Class 009	Serial #: 78397040 Reg #: 3110165	6/27/2006
SWAPPING INTUITION FOR INSIGHT	Serial #: 78887276 Reg #: 3306970	10/9/2007
AGILE UNIVERSITY (Class 041)	Serial #: 77032515 Reg #: 3383475	2/12/2008
AGILE UNIVERSITY (& design) Class 041	Serial #: 77111164 Reg #: 3528215	11/4/2008
RALLY (Class 009)	Serial #: 77149339 Reg #: 3658608	7/21/2009
RALLY (Class 042)	Serial #: 77149337 Reg #: 3661343	7/28/2009
RALLY SOFTWARE (& design) Class 042)	Serial #: 77111160 Reg #: 3661296	7/28/2009
RALLY SOFTWARE (& design) Class 009	Serial #: 77111227 Reg #: 3742749	1/26/2010
RALLY COMMUNITY EDITION	Serial #: 77254468 Reg #: 3775166	4/13/2010
AGILEZEN	Serial #: 85012937 Reg #: 3932743	3/15/2011
GO AGILE. GO RALLY. (Class 042)	Serial #: 85722562 Reg #: 4328048	4/30/2013
GO AGILE. GO RALLY. (Class 009)	Serial #: 85722557 Reg #: 4417109	10/15/2013
RALLY FOR IMPACT (& design)	Serial #: 85854379 Reg #: 4421131	10/22/2013
FLOWDOCK	Serial #: 85924802 Reg #: 4516275	4/15/2014

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 5, 2014, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and RALLY SOFTWARE DEVELOPMENT CORP., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (collectively the "Loans") in the amounts and manner set forth in that certain Credit Agreement, dated as of November 5, 2014, by and between Bank and Grantor (as the same may be amended, modified, supplemented, extended or restated from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement except as otherwise defined herein). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of that certain Security Agreement, dated as of November 5, 2014, executed by Grantor in favor of Bank (as the same may be amended, modified, supplemented, extended or restated from time to time, the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the "Collateral" as defined in the Security Agreement, including all of Grantor's intellectual property.

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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure payment and performance of each of its obligations to Bank, including without limitation, its indebtedness, obligations and liabilities under the Credit Agreement or under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor hereby grants and pledges to Bank a continuing security interest in and mortgage to all of Grantor's right, title and interest in, to and under all of the following (collectively, the "Intellectual Property Collateral"):

(a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof held pursuant to the laws of the United States, any State thereof or of any other country, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) any and all patents and letters patent all registrations and recordings thereof, patent applications and like protections and all rights corresponding thereto in the United States or any other country or jurisdiction, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, and including all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit B;

(c) any and all trademark and service mark rights, trade names, whether registered or not, and like protections, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States 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; reissues, continuations, extensions or renewals thereof; and the entire goodwill of the business of Grantor connected with and symbolized by the foregoing (collectively, the "Trademarks"), including the Trademarks described in Exhibit C;

(c) any and all mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) any and all design rights;

(g) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) any and all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) any and all amendments, continuations, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would render void, invalid or unenforceable such "intent to use" trademark applications under applicable law.

2. Representations and Warranties.

Grantor represents and warrants to Bank that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Bank, to perfect or give notice of Bank's security interest in all Intellectual Property Collateral and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby appoints Bank as Grantor's true and lawful attorney in fact, with full power of substitution, to perform any of the following powers with full authority in the place and stead of Grantor and in the name of Grantor, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time in Bank's discretion by Bank's officers, agents and employees, or any of them, whether or not Grantor is in default under any Loan Document (except as specified below): (a) to do all acts and things and execute all documents in the name of Grantor or otherwise, deemed by Bank as necessary, proper and convenient in connection with the preservation, perfection or, after the incurrence of an Event of Default, enforcement of its rights hereunder or to

accomplish the purposes of this Agreement, (b) from time to time, in Bank's sole discretion, to supplement, revise, amend or otherwise modify this Agreement without obtaining Grantor's approval of or signature to such supplement, revision, amendment or modification by amending or updating any of Exhibits A, B, and C to this Agreement, to include reference to any right, title or interest in any Intellectual Property Collateral of Grantor not identified thereon, or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims to have any right, title or interest without first obtaining Grantor's approval of or signature to such supplement, revision, amendment or modification, (c) to sign Grantor's name on any documents or security instruments necessary to perfect or continue the perfection of, or maintain the priority of, Bank's security interest in the Intellectual Property Collateral, and (d) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code or applicable law. All of the foregoing rights, privileges or options may be exercised without liability on the part of Bank or its nominee except to account for property actually received by Bank. Bank shall have no duty to exercise any of the foregoing, or any other rights, privileges or options with respect to the Collateral or Proceeds and shall not be responsible for any failure to do so or delay in so doing.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement: an Event of Default under the Credit Agreement or under the Security Agreement.

5. Bank Rights and Remedies. This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement, the Security Agreement and the other Loan Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security 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 Bank provided for herein or in the Credit Agreement, the Security Agreement or any of the other 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 Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement, the Security 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 Bank, of any or all other rights, powers or remedies.

6. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Bank alone.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of Page Left Blank]

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

GRANTOR:

Address of Grantor:

3333 Walnut Street
Boulder, Colorado 80301-2515
Attn: James LeJeal

RALLY SOFTWARE DEVELOPMENT CORP.

By: 
Name: James LeJeal
Title: Chief Financial Officer

BANK:

Address of Bank:

MAC E2231-09A
2030 Main Street, 9th Floor, Suite 900
Irvine, California 92614-7255
Attn: Brian Weber

WELLS FARGO BANK, NATIONAL
ASSOCIATION

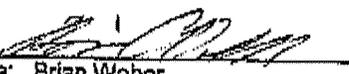
By: 
Name: Brian Weber
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method and system for comparative community based analytics	8,832,639	9/9/2014
Method and system for auditing processes and projects for process improvement	7,698,248	4/13/2010