

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progress Software Corporation		12/02/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
Internal Address:	43rd floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3958441	BUSINESS MAKING PROGRESS	
Registration Number:	3812876	BUSINESS MAKING PROGRESS	
Registration Number:	2717766	CORTICON	
Registration Number:	2000319	DATADIRECT	
Registration Number:	4523270	DATADIRECT CLOUD	
Registration Number:	4462807	DATADIRECT CLOUD	
Registration Number:	2492962	DATADIRECT CONNECT	
Registration Number:	2991056	DATADIRECT CONNECT64	
Registration Number:	3483812	DATADIRECT XML CONVERTERS	
Registration Number:	3154886	DATADIRECT XQUERY	
Registration Number:	4561468	EASYL	
Registration Number:	2942831	OPENEDGE	
Registration Number:	2017100	POWERED BY PROGRESS	
Registration Number:	1382068	PROGRESS	
Registration Number:	3958440	PROGRESS SOFTWARE BUSINESS MAKING PROGRE	
Registration Number:	3812875	PROGRESS SOFTWARE BUSINESS MAKING PROGRE	
Registration Number:	3029975	PROGRESS SOFTWARE DEVELOPERS NETWORK	
Registration Number:	3860437	ROLLBASE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4596791	ROLLBASE
Registration Number:	3936087	RULESCLOUD
Registration Number:	3973822	RULESWORLD
Registration Number:	1569450	SEQUELINK
Registration Number:	2245632	SPEEDSCRIPT
Registration Number:	4522071	
Registration Number:	4522070	
Registration Number:	4597303	
Registration Number:	2890968	STYLUS STUDIO
Registration Number:	4217106	
Registration Number:	4217105	
Registration Number:	4217103	
Registration Number:	2104287	WEBSPEED
Serial Number:	85950970	PACIFIC
Serial Number:	85950499	PROGRESS PACIFIC

CORRESPONDENCE DATA

Fax Number: 6175747658

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: 617-574-3518

Email: smordas@goulstonstorrs.com

Correspondent Name: Stacey A. Mordas

Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey A. Mordas
SIGNATURE:	/s/ Stacey A. Mordas
DATE SIGNED:	12/02/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 2, 2014, is made by PROGRESS SOFTWARE CORPORATION, a Massachusetts corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, certain of its subsidiaries from time to time party thereto, as guarantors, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for any infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.


5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Douglas P. Panchal
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Date	Registration Number
Progress Software Corporation	BUSINESS MAKING PROGRESS	10-May-20 11	3,958,441
Progress Software Corporation	BUSINESS MAKING PROGRESS	06-Jul-2010	3,812,876
Progress Software Corporation	CORTICON	20-May-2003	2,717,766
Progress Software Corporation	DATADIRECT (and Design)	10-Sep- 1996	2,000,319
Progress Software Corporation	DATADIRECT CLOUD	29-Apr-2014	4,523,270
Progress Software Corporation	DATADIRECT CLOUD	07-Jan-2014	4,462,807
Progress Software Corporation	DATADIRECT CONNECT	25-Sep-2001	2,492,962
Progress Software Corporation	DATADIRECT CONNECT64	06-Sep-2005	2,991,056
Progress Software Corporation	DATADIRECT XMLCONVERTERS	12-Aug-2008	3,483,812
Progress Software Corporation	DATADIRECT XQUERY	10-Oct-2006	3,154,886
Progress Software Corporation	EASYL	01-Jul-2014	4,561,468
Progress Software Corporation	OpenEdge	19-Apr-2005	2,942,831
Progress Software Corporation	POWERED BY PROGRESS	19-Nov-1996	2,017,100
Progress Software Corporation	PROGRESS	11-Feb-1986	1,382,068
Progress Software Corporation	PROGRESS SOFTWARE BUSINESS MAKING PROGRESS	10-May-20 11	3,958,440
Progress Software Corporation	PROGRESS SOFTWARE BUSINESS MAKING PROGRESS	06-Jul-2010	3,812,875
Progress Software Corporation	PROGRESS SOFTWARE DEVELOPERS NETWORK	13-Dec-2005	3,029,975
Progress Software Corporation	ROLLBASE	12-Oct-2010	3,860,437
Progress Software Corporation	ROLLBASE	02-Sep-2014	4,596,791
Progress Software Corporation	RULESCLOUD	22-Mar-2011	3,936,087

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Progress Software Corporation	RULESWORLD	07-Jun-20 11	3,973,822
Progress Software Corporation	SEQUELINK	05-Dec- 1989	1,569,450
Progress Software Corporation	SpeedScript	18-May-1999	2,245,632
Progress Software Corporation	Stylized Design (Spark Logo)	29-Apr-2014	4,522,071
Progress Software Corporation	Stylized Design (Spark Logo)	29-Apr-2014	4,522,070
Progress Software Corporation	Stylized Design (Spark Logo) (Color)	02-Sep-2014	4,597,303
Progress Software Corporation	STYLUS STUDIO	05-Oct-2004	2,890,968
Progress Software Corporation	Triumph Man design	02-Oct-2012	4,217,106
Progress Software Corporation	Triumph Man design	02-Oct-2012	4,217,105
Progress Software Corporation	Triumph Man design	02-Oct-2012	4,217,103
Progress Software Corporation	WebSpeed	07-Oct- 1997	2,104,287

TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number
Progress Software Corporation	PACIFIC	05-Jun-2013	85/950,970
Progress Software Corporation	PROGRESS PACIFIC	05-Jun-2013	85/950,499