

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIBCO SOFTWARE INC.		12/05/2014	CORPORATION: DELAWARE
TIBCO KABIRA LLC		12/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK., N.A., AS COLLATERAL AGENT
Street Address:	10 S. Dearborn, Floor L2
Internal Address:	Attn: WLO- IB Collateral Services
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	3454367	ACTIVEMATRIX
Registration Number:	3773514	ACTIVESPACES
Registration Number:	3253254	AUTOMATOR
Registration Number:	3673759	BI BRIDGE
Registration Number:	3255203	BUSINESSFACTOR
Registration Number:	3806953	BW MONITOR
Registration Number:	3778087	COMMUNITY MANAGER
Registration Number:	2865799	COMMUNITYMANAGER
Registration Number:	2842234	DECISIONSITE
Registration Number:	3781992	DYNAMIC ALWAYS-RESPONSIVE TRANSFORMATION
Registration Number:	1655409	EDISIM
Registration Number:	3489238	EXAPROTECT
Registration Number:	3551900	FABRICBROKER
Registration Number:	4132081	FORESIGHT
Registration Number:	4508778	FORESIGHT
Registration Number:	3951799	FORMVINE
Registration Number:	2709858	GRAPHLET

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Property Type	Number	Word Mark
Registration Number:	2867862	GRIDSERVER
Registration Number:	2547471	HAWK
Registration Number:	3808729	HIPAA CHANGE INTERPRETATION GUIDE
Registration Number:	2727978	HIPAA VALIDATOR
Registration Number:	2105208	INCONCERT
Registration Number:	3003002	INFORMATION BUS
Registration Number:	2889767	INSTREAM
Registration Number:	3993411	IPROCESS
Registration Number:	3472235	JASPERREPORTS
Registration Number:	3313641	JASPERSOFT
Registration Number:	4118168	LASSO ENTERPRISE
Registration Number:	3078192	LOGLOGIC
Registration Number:	3391919	LOYALTY LAB
Registration Number:	2884603	OPENSPIRIT
Registration Number:	2836826	
Registration Number:	4420073	PERSONAL BUSINESS INTELLIGENCE
Registration Number:	2690245	PORTALBUILDER
Registration Number:	4420115	PUSHBI
Registration Number:	3018993	RENDEZVOUS
Registration Number:	3121347	RENDEZVOUS
Registration Number:	4430241	REPORT CATALOG
Registration Number:	3602142	ROCKETSTREAM
Registration Number:	3714023	ROCKETSTREAM
Registration Number:	2118217	S+
Registration Number:	3015058	S+
Registration Number:	3050420	S+FINMETRICS
Registration Number:	3050421	S+SEQTRIAL
Registration Number:	4049945	SBX
Registration Number:	3378303	SECURPASS
Registration Number:	2546613	SMARTSOCKETS
Registration Number:	3709284	SPEEDLINK
Registration Number:	1486001	S-PLUS
Registration Number:	2257101	SPOTFIRE
Registration Number:	4537840	SPOTFIRE
Registration Number:	1977931	STAFFWARE
Registration Number:	3096450	STREAMBASE
Registration Number:	4252811	STREAMBASE LIVEVIEW
Registration Number:	3148425	STUDIO
Registration Number:	2703915	THE POWER OF NOW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3617709	THE POWER TO PREDICT
Registration Number:	3786346	THE POWER TO PREDICT
Registration Number:	1659536	TIB
Registration Number:	3871200	TIBBR
Registration Number:	4165739	TIBCAST
Registration Number:	2770781	TIBCO
Registration Number:	4537771	TIBCO
Registration Number:	4650314	TIBCO
Registration Number:	2770804	TIBCO
Registration Number:	4537772	TIBCO
Registration Number:	3810617	TIBCO BUSINESSEVENTS
Registration Number:	3932797	TIBCO FTL
Registration Number:	3994389	TIBCO SILVER
Registration Number:	3994390	TIBCO SILVER
Registration Number:	3636305	TOTAL ONBOARDING
Registration Number:	2356513	TRADESITE
Registration Number:	2942797	TRANSACTION INSIGHT
Registration Number:	3182857	TUCON
Registration Number:	4455332	TWO-SECOND ADVANTAGE
Registration Number:	4188186	TWO-SECOND ADVANTAGE
Registration Number:	3532203	VALIDATION STATION
Registration Number:	3880441	FLUENCY
Registration Number:	2742704	KABIRA
Serial Number:	86379859	LOYALTY LAB

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-191
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	12/05/2014

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 5, 2014 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of JPMorgan Chase Bank, N.A., 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 December 5, 2014 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among TIBCO Software Inc., a Delaware corporation (the "Borrower"), Balboa Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement, as 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 Pledgors are 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 Pledgors hereby agree 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. Each 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 such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 Pledgors hereby acknowledge and affirm 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. Upon the termination of the Aggregate Commitments and full payment and performance of the Secured Obligations (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations and liabilities under the Secured Hedging Agreements and Secured Cash Management Agreements as to which arrangements to the applicable Cash Management Bank or Hedge Bank shall have been made, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction (other than applicable federal laws governing Trademark Collateral).

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IN WITNESS WHEREOF, each 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(S):

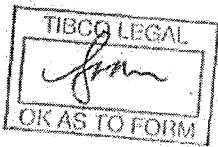
TIBCO SOFTWARE INC.

By: William R. Hughes
Name: William R. Hughes
Title: General Counsel and Secretary

TIBCO KABIRA LLC

By: TIBCO Software Inc.,
their Managing Member

By: William R. Hughes
Name: William R. Hughes
Title: Authorized Person



[Signature Page to Trademark Security Agreement]

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

By: 
Name: John G. Kowalczyk
Title: Executive Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations for TIBCO Software Inc:

Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
TIBCO Software Inc.	ActiveMatrix	77021083	3454367	10/13/2006	6/24/2008
TIBCO Software Inc.	ActiveSpaces	77978909	3773514	10/29/2007	4/6/2010
TIBCO Software Inc.	Automator	78810866	3253254	2/9/2006	6/19/2007
TIBCO Software Inc.	BI Bridge	77330598	3673759	11/15/2007	8/25/2009
TIBCO Software Inc.	BusinessFactor	78794232	3255203	1/18/2006	6/26/2007
TIBCO Software Inc.	BW MONITOR	77873740	3806953	11/16/2009	6/22/2010
TIBCO Software Inc.	Community Manager	77845070	3778087	10/9/2009	7/20/2010
TIBCO Software Inc.	CommunityManager	76502659	2865799	4/1/2003	7/20/2004
TIBCO Software Inc.	DecisionSite	76394967	2842234	4/12/2002	5/18/2004
TIBCO Software Inc.	Dynamic Always-Responsive Transformation	77540105	3781992	8/6/2008	4/27/2010
TIBCO Software Inc.	EDISIM	74094039	1655409	9/4/1990	9/3/1991
TIBCO Software Inc.	Exaprotect	77014307	3489238	10/5/2006	8/19/2008
TIBCO Software Inc.	Fabricbroker	78699205	3551900	8/24/2005	12/23/2008
TIBCO Software Inc.	Foresight	85976010	4132081	12/10/2010	4/24/2012

Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
TIBCO Software Inc.	Foresight	85195138	4508778	12/10/2010	4/8/2014
TIBCO Software Inc.	Formvine	77869624	3951799	11/10/2009	4/26/2011
TIBCO Software Inc.	Graphlet	76171668	2709858	11/28/2000	4/22/2003
TIBCO Software Inc.	Gridserver	78172038	2867862	10/8/2002	7/27/2004
TIBCO Software Inc.	Hawk	74704405	2547471	7/24/1995	3/12/2002
TIBCO Software Inc.	HIPAA Change Interpretation Guide	77823592	3808729	9/10/2009	6/22/2010
TIBCO Software Inc.	HIPAA Validator	76327221	2727978	10/19/2011	6/17/2003
TIBCO Software Inc.	Inconcert	75172120	2105208	9/25/1996	10/14/1997
TIBCO Software Inc.	Information Bus	76582769	3003002	3/22/2004	9/27/2005
TIBCO Software Inc.	Instream	76436559	2889767	7/31/2002	9/28/2004
TIBCO Software Inc.	IProcess	85189761	3993411	12/2/2010	7/12/2011
TIBCO Software Inc.	JasperReports	78610333	3472235	4/15/2005	7/22/2008
TIBCO Software Inc.	Jaspersoft	78610315	3313641	4/15/2005	10/16/2007
TIBCO Software Inc.	Lasso Enterprise	85375578	4118168	7/19/2011	3/27/2012
TIBCO Software Inc.	LogLogic	76611856	3078192	9/17/2004	4/11/2006
TIBCO Software Inc.	Loyalty Lab	78887069	3391919	5/18/2006	3/4/2008
TIBCO Software Inc.	OpenSpirit	76181018	2884603	12/14/2000	9/14/2004

Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
TIBCO Software Inc.	OpenSpirit & Design	76181019	2836826	12/14/2000	4/27/2004
TIBCO Software Inc.	Personal Business Intelligence	85785334	4420073	11/21/2012	10/15/2013
TIBCO Software Inc.	PortalBuilder	76334151	2690245	11/5/2001	2/25/2003
TIBCO Software Inc.	PUSHBI	85857956	4420115	2/22/2013	10/15/2013
TIBCO Software Inc.	Rendezvous	76515955	3018993	5/21/2003	11/29/2005
TIBCO Software Inc.	Rendezvous	78126521	3121347	5/6/2002	7/25/2006
TIBCO Software Inc.	Report Catalog	85857716	4430241	2/22/2013	11/5/2013
TIBCO Software Inc. ¹	Rocketstream	77559115	3602142	8/29/2008	4/7/2009
TIBCO Software Inc. ²	Rocketstream & Design	77559170	3714023	8/29/2008	11/24/2009
TIBCO Software Inc.	S+	74634420	2118217	2/7/1995	12/2/1997
TIBCO Software Inc.	S+	78390284	3015058	3/24/2004	11/15/2005
TIBCO Software Inc.	S+Finmetrics	78550448	3050420	1/19/2005	1/24/2006
TIBCO Software Inc.	S+Seqtrial	3050421	3050421	1/19/2005	1/24/2006
TIBCO Software Inc.	SBX	77934643	4049945	2/12/2010	11/1/2011
TIBCO Software Inc.	Securpass	77204177	3378303	6/12/2007	2/5/2008
TIBCO Software Inc.	SmartSockets	76144723	2546613	10/10/2000	3/12/2002

¹ Pending assignment to the Company.

² Pending assignment to the Company.

Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
TIBCO Software Inc.	Speedlink	77239985	3709284	10/2/2007	11/10/2009
TIBCO Software Inc.	S-Plus	73679061	1486001	8/17/1987	4/26/1988
TIBCO Software Inc.	Spotfire	75483344	2257101	5/11/1998	6/29/1999
TIBCO Software Inc.	Spotfire	86143572	4537840	12/13/2013	5/27/2014
TIBCO Software Inc.	STAFFWARE	74628563	1977931	02/01/1995	06/04/1996
TIBCO Software Inc.	StreamBase	78362582	3096450	2/4/2004	5/23/2006
TIBCO Software Inc.	StreamBase LiveView	85479970	4252811	11/23/2011	9/18/2012
TIBCO Software Inc.	Studio	78731054	3148425	10/11/2005	9/26/2006
TIBCO Software Inc.	The Power of Now	76324558	2703915	10/15/2001	4/8/2003
TIBCO Software Inc.	The Power to Predict	78981023	3617709	1/18/2006	5/5/2009
TIBCO Software Inc.	The Power to Predict	78981355	3786346	1/18/2006	5/4/2010
TIBCO Software Inc.	TIB	74089504	1659536	8/20/1990	10/8/1991
TIBCO Software Inc.	TIBBR	77750461	3871200	6/2/2009	11/2/2010
TIBCO Software Inc.	Tibcast	85337969	4165739	6/3/2011	6/26/2012
TIBCO Software Inc.	TIBCO	76303227	2770781	8/20/2001	10/7/2003
TIBCO Software Inc.	TIBCO	86102247	4537771	10/25/2013	5/27/2014
TIBCO Software Inc.	TIBCO & Design (new)	86107773	4650314	11/1/2013	12/2/2014

Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
TIBCO Software Inc.	TIBCO & Design (old)	76324928	2770804	10/15/2001	10/7/2003
TIBCO Software Inc.	TIBCO & Design (old)	86102253	4537772	10/25/2013	5/27/2014
TIBCO Software Inc.	TIBCO BusinessEvents	77869550	3810617	11/10/2009	6/29/2010
TIBCO Software Inc.	TIBCO FTL	85030600	3932797	5/5/2010	3/15/2011
TIBCO Software Inc.	TIBCO Silver	77727371	3994389	5/1/2009	7/12/2011
TIBCO Software Inc.	TIBCO Silver & Design	77727471	3994390	5/1/2009	7/12/2011
TIBCO Software Inc.	Total Onboarding	77407057	3636305	2/27/2008	6/9/2009
TIBCO Software Inc.	Tradesite	75404906	2356513	12/15/1997	6/13/2000
TIBCO Software Inc.	Transaction Insight	76561550	2942797	11/20/2003	4/19/2005
TIBCO Software Inc.	TUCON	78642128	3182857	6/2/2005	12/12/2006
TIBCO Software Inc.	Two-Second Advantage	85131074	4455332	9/16/2010	12/24/2013
TIBCO Software Inc.	Two-Second Advantage	85977097	4188186	9/16/2010	8/7/2012
TIBCO Software Inc.	Validation Station	77346649	3532203	12/7/2007	11/11/2008

United States Trademark Registrations for TIBCO Kabira LLC:

Owner	Trademark	Application No.	Registration No.	Status	Filing Date	Registration Date
TIBCO Kabira LLC	Fluency	77537329	3880441	Registered	8/1/2008	11/23/2010
TIBCO Kabira LLC	Kabira	76012164	2742704	Registered	3/28/2000	7/29/2003

United States Trademark Applications for TIBCO Software Inc.:

Owner	Trademark	Application No.	Status	Filing Date
TIBCO Software Inc.	Cloud Bus	85935871	Suspended - ITU	5/17/2013
TIBCO Software Inc.	Cloud Bus	85981364	Suspended - ITU	5/17/2013
TIBCO Software Inc.	ENGAGE	86180327	Suspended - ITU	1/30/2014
TIBCO Software Inc.	EngagementFlows	86366714	Pending - ITU	8/14/2014
TIBCO Software Inc.	ENGAGEXC	86294175	Published - ITU	5/28/2014
TIBCO Software Inc.	Loyalty Lab	86379859	Pending	8/28/2014
TIBCO Software Inc.	SIMPLR	86204747	Allowed - ITU	2/26/2014
TIBCO Software Inc.	Social Bus	86042000	Pending - ITU	8/19/2013
TIBCO Software Inc.	Social Network Meets Perishable Inventory	86255696	Pending - ITU	4/17/2014
TIBCO Software Inc.	TC#1F Turning Customers into Fans & Design	85845333	Allowed - ITU	2/8/2013
TIBCO Software Inc.	TIBCO ENGAGE	86180313	Suspended - ITU	1/30/2014
TIBCO Software Inc.	TIBCO Now	86267397	Published - ITU	4/30/2014
TIBCO Software Inc.	Turning Customers into Fans	85845332	Allowed - ITU	2/8/2013
TIBCO Software Inc.	Understand the past. Anticipate the future.	86090808	Allowed - ITU	10/14/2013

United States Trademark Applications for TIBCO Kabira LLC:

None.

