

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saba Software, Inc.		03/30/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as Collateral Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4088155	CENTRA	
Serial Number:	86322027		
Registration Number:	2525714	S	
Registration Number:	2580591	SABA	
Registration Number:	2672516	SABA.	
Registration Number:	2561557	SABA	
Registration Number:	3667164	SABA	
Serial Number:	86322031	SABA	
Registration Number:	2635901	SABA	
Registration Number:	2782150	SABA	
Registration Number:	4062916	S	
Registration Number:	4254701	SABA PEOPLE CLOUD	
Registration Number:	2545628	SABA SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>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.</i>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		

CH \$340.00 4088155

Address Line 1: c/o Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 74267/014

NAME OF SUBMITTER: Diane Cassinelli

SIGNATURE: /Diane Cassinelli/

DATE SIGNED: 04/01/2015

Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

March 30, 2015

WHEREAS, Saba Software, Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 30, 2015 (as amended, restated, refinanced, replaced, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TC Lending, LLC, as the collateral agent for itself and the Secured Parties (as such term is defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

SABA SOFTWARE, INC.

By: _____

Name: David Fishman

Title: President

[Signature Page to Grant of a Security Interest -- Trademarks (Saba Software, Inc.)]

TRADEMARK
REEL: 005489 FRAME: 0328

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Owner/Applicant</u>	<u>Registration Number and Date</u>	<u>Trademark</u>	<u>Case Number / Subcase Country Name</u>	<u>Status</u>
Saba Software, Inc.	4088155 January 17, 2012	CENTRA	058790.2260 United States of America	Registered 09 , 38 , 41 , 42
Saba Software, Inc.		DESIGN ONLY	United States of America	Pending Application No.: 86322027
Saba Software, Inc.	2525714 January 1, 2002	S DESIGN	058790.2010 United States of America	Registered 09 , 41 , 42
Saba Software, Inc.	2580591 June 18, 2002	SABA	058790.2030 United States of America	Renewed 09 , 41 , 42
Saba Software, Inc.	2672516 January 07, 2003	SABA	058790.2060 United States of America	Registered 41 , 42
Saba Software, Inc.	2561557 April 16, 2002	SABA	058790.2220 United States of America	Renewed 42
Saba Software, Inc.	3667164 August 11, 2009	SABA	058790.2270 United States of America	Registered 09 , 38 , 41 , 42
Saba Software, Inc.		SABA	United States of America	Pending Application No.: 86322031
Saba Software, Inc.	2635901 October 15, 2002	SABA (STYLIZED)	058790.2050 United States of America	Registered 09 , 41 , 42
Saba Software, Inc.	2782150 November 11, 2003	SABA AND DESIGN	058790.2020 United States of America	Registered 09 , 35 , 41 , 42
Saba Software, Inc.	4062916 November 29, 2011	SABA logo	058790.2301 United States of America	Registered 09 , 38 , 42
Saba Software, Inc.	4254701 December 4, 2012	SABA PEOPLE CLOUD	058790.2310 United States of America	Registered 09 , 42
Saba Software, Inc.	2545628 March 12, 2002	SABA SOFTWARE	058790.2040 United States of America	Renewed 41 , 42