

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClickSoftware Technologies Ltd.		07/13/2015	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3179811	CLICKSOFTWARE	
Registration Number:	3166685	CLICKMOBILE	
Registration Number:	3929352	SERVICETYCOON	
Registration Number:	3911804	CLICKROSTER	
Registration Number:	4106119	WISIK	
Registration Number:	3405431	W6	
Registration Number:	3405432	W-6	
Registration Number:	4109027	OPTIMIZE TO GOALS	
Registration Number:	2727535	CLICKFIX	
Registration Number:	2684148	CLICKPLAN	
Registration Number:	2903564	CLICKFORECAST	
Registration Number:	3123893	CLICKSCHEDULE	
Registration Number:	2640294	CLICKANALYZE	
Registration Number:	4679261	CLICKBUTLER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			

OP \$365.00 3179811

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 051643-0017

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 07/13/2015

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 13, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Intellectual Property Security Agreement dated as of July 13, 2015 (the “**Intellectual Property Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Intellectual Property Security Agreement and used herein have the meaning given to them in the Intellectual Property Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the for the benefit of the Agent Parties, the Purchasers and the Indemnified Parties (and their respective successors and assigns), a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and

proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Intellectual Property Security Agreement, and the Grantors 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 Intellectual Property 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 Agreement is deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall control.

SECTION 4. Termination

This Agreement shall terminate and the security interest in and lien on the Trademark Collateral shall be released upon the full and complete payment in cash of all of the Secured Obligations.

SECTION 5. Governing Law

EXCEPT TO THE EXTENT THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT SUPPLEMENT AND THE SECURED OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND INTENDED TO BE PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

SECTION 6. Counterparts

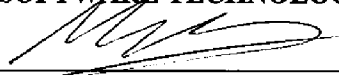
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CLICKSOFTWARE TECHNOLOGIES LTD.

By: 
Name: Moshe Ben Bassat
Title: Chief Executive Officer

By: _____
Name: Joel Jeselsohn
Title: Chief Financial Officer

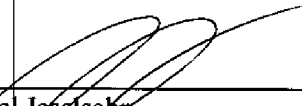
[Signature Page to Trademark Security Agreement – Foreign Holder]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CLICKSOFTWARE TECHNOLOGIES LTD.

By: _____
Name: Moshe BenBassat
Title: Chief Executive Officer

By:  _____
Name: Joel Jeselsohn
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement – Foreign Holder]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:


Jeffery Rose
Vice President

[Signature Page to Trademark Security Agreement -- Foreign Holder]

TRADEMARK
REEL: 005575 FRAME: 0805

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Application Number	Application Date	Status	Applicant
India	CLICKSCHEDULE	1785682	2/16/2009	Application	Clicksoftware Technologies Ltd.
India	CLICKSCCHEDULE	1785681	2/16/2009	Application	Clicksoftware Technologies Ltd.
India	CLICKSOFTWARE	1785680	2/16/2009	Application	Clicksoftware Technologies Ltd.
India	CLICKSOFTWARE	1785679	2/16/2009	Application	Clicksoftware Technologies Ltd.

CLICKSOFTWARE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	23 June 2005	78656543		05 Dec 2006	3179811		ClickSoftware Technologies Ltd.	05 Dec 2016 - US TM Renewal - 10th Year - DEADLINE			Registered (active)
IL	23 June 2005	181557		08 Mar 2007	181557		ClickSoftware Technologies Ltd.	23 June 2015 - DEADLINE First renewal due			Registered (active)
GB	14 July 2000	2239361		26 Apr 2002	2239361		ClickSoftware Europe Limited.	14 July 2020 - TM Renewal - DEADLINE	Denemeyer Group		Registered (active)

CLICKMOBILE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/ Renewal	Associate	Task Notes	Status
US	23 June 2005	78656545		31 Oct 2006	3166685		ClickSoftware Technologies Ltd.	31 Oct 2016 - US TM Renewal - 10th Year - DEADLINE			Registered (active)
IL	23 June 2005	181558		08 Mar 2007	181558		ClickSoftware Technologies Ltd.	23 June 2015 - DEADLINE First renewal due			Registered (active)

SERVICETYCOON

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/ Renewal	Associate	Task Notes	Status
US	25 June 2009	77767789		08 Mar 2011	3929352		ClickSoftware Technologies Ltd.	08 Mar 2016 - US TM Renewal - 5th Year - DEADLINE			Registered (active)
EM	25 June 2009	8391021		01 Feb 2010	8391021		ClickSoftware Technologies Ltd.	25 June 2019 - CTM Renewal - DEADLINE	Denemeyer Group		Registered (active)

CLICKROSTER

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/ Renewal	Associate	Task Notes	Status
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US	25 June 2009	77767791		25 Jan 2011	3911804		ClickSoftware Technologies Ltd.	25 Jan 2016 - US TM Renewal - 5th Year - DEADLINE	Landon IP, Inc		Registered (active)
EM	26 June 2009	8391104		31 May 2010	8391104		Clicksoftware Technologies Ltd.	25 June 2019 - CTM Renewal - DEADLINE	Dennemeyer Group		Registered (active)

WISIK

US	25 Mar 2010	77967994		28 Feb 2012	4106119		ClickSoftware Technologies Ltd.	28 Feb 2017 - US TM Renewal - 5th Year - DEADLINE	Landon IP, Inc		Registered (active)
EM	26 Mar 2010	8985228		20 Sep 2010	8985228		ClickSoftware Technologies Ltd.	25 Mar 2020 - CTM Renewal - DEADLINE	Dennemeyer Group R.G.C. Jenkins & Co	client informed when registered 1.4.2012	Registered (active)

W6

US	16 Mar 2006	78838440		01 Apr 2008	3405431		ClickSoftware Technologies Ltd.	01 Apr 2018 - US TM Renewal - 10th Year - DEADLINE			Registered (active)
IL	16 Mar 2006	188448		11 Nov 2007	188448		ClickSoftware Technologies Ltd.	16 Mar 2016 - DEADLINE First renewal due			Registered (active)

W-6

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/ Renewal	Associate	Task Notes	Status
US	16 Mar 2006	78838441		01 Apr 2008	3405432		ClickSoftware Technologies Ltd.	01 Apr 2018 - US TM Renewal - 10th Year - DEADLINE			Registered (active)
IL	16 Mar 2006	188450		11 Nov 2007	188450		ClickSoftware Technologies Ltd.	16 Mar 2016 - DEADLINE First renewal due			Registered (active)

W-6

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/ Renewal	Associate	Task Notes	Status
IL	16 Mar 2006	188449		11 Nov 2007	188449		ClickSoftware Technologies Ltd.	16 Mar 2016 - DEADLINE First renewal due			Registered (active)

W-6

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/ Renewal	Associate	Task Notes	Status
IL	16 Mar 2006	188451		11 Nov 2007	188451		ClickSoftware Technologies Ltd.	16 Mar 2016 - DEADLINE First renewal due			Registered (active)

CLICKMOBILE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	21 June 2007	6050876		09 Nov 2009	6050876		ClickSoftware Technologies Ltd.	21 June 2017 - CTM Renewal - DEADLINE	Denemeyer Group		Registered (active)

OPTIMIZE TO GOALS

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	09 Jan 2008	77/367156		06 Mar 2012	4109027		ClickSoftware Technologies Ltd.	06 Mar 2017 - US TTM Renewal - 5th Year - DEADLINE			Registered (active)

CLICKROSTER

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
IL	29 June 2009	221774		07 Mar 2011	221774		ClickSoftware Technologies Ltd.	29 June 2019 - DEADLINE First renewal due			Registered (active)

SERVICETYCOON

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status

IL	29 June 2009	221800		07 Mar 2011	221800		ClickSoftware Technologies Ltd.	29 June 2019 - DEADLINE First renewal due		Registered (active)
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SERVICETTYCOON

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
IL	29 June 2009	221794		07 Mar 2011	221794		ClickSoftware Technologies Ltd.	29 June 2019 - DEADLINE First renewal due			Registered (active)

CLICKROSTER

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
IL	29 June 2009	221792		07 Mar 2011	221792		ClickSoftware Technologies Ltd.	29 June 2019 - DEADLINE First renewal due			Registered (active)

CLICKFIX

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	10 Aug 2000	1802552		10 Dec 2001	1802552		ClickSoftware Technologies Ltd.	10 Aug 2020 - CTM Renewal - DEADLINE	Denemeyer Group		Registered (active)

CLICKPLAN

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	10 Aug 2000	1802586		12 Apr 2002	1802586		ClickSoftware Technologies Ltd.	10 Aug 2020 - CTM Renewal - DEADLINE	Denmeyer Group		Registered (active)

CLICKFORECAST

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	10 Aug 2000	1802560		09 July 2002	1802560		ClickSoftware Technologies Ltd.	10 Aug 2020 - CTM Renewal - DEADLINE	Denmeyer Group		Registered (active)

CLICKSCHEDULE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	29 Aug 2000	1802594		10 Dec 2001	1802594		ClickSoftware Technologies Ltd.	29 Aug 2020 - CTM Renewal - DEADLINE	Denmeyer Group		Registered (active)

CLICKANALYZE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	10 Aug 2000	1802537		09 July 2002	1802537		ClickSoftware Technologies Ltd.	10 Aug 2020 - CTM Renewal - DEADLINE	Denmeyer Group		Registered (active)

CLICKFIX

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal DEADLINE	Associate	Task Notes	Status
US	11 Feb 2000	75916514		17 June 2003	2727535		ClickSoftware Technologies Ltd.	17 June 2023 - TM Renewal - DEADLINE			Registered (active)

CLICKPLAN

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal DEADLINE	Associate	Task Notes	Status
US		75/916756		04 Feb 2003	2684148		ClickSoftware Technologies Ltd.	04 Feb 2023 - US TM Renewal - 10th Year - DEADLINE			Registered (active)

CLICKFORECAST

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal DEADLINE	Associate	Task Notes	Status
US	11 Feb 2000	75/916129		16 Nov 2004	2903564		ClickSoftware Technologies Ltd	16 Nov 2024 - TM Renewal - DEADLINE			Registered (active)

CLICKSCHEDULE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status

US	11 Feb 2000	75916128		01 Aug 2006	3123893		ClickSoftware Technologies Ltd.	01 Aug 2016 - US TM Renewal - 10th Year - DEADLINE		Registered (active)
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CLICKANALYZE

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	11 Feb 2000	75/916761		22 Oct 2002	2640294		ClickSoftware Technologies Ltd.	22 Oct 2022 - US TM Renewal - 10th Year - DEADLINE			Registered (active)

CLICKBUTLER

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
US	05 June 2012	85/643110		27 Jan 2015	4679261		ClickSoftware Technologies Ltd		Landon IP, Inc	reported again on 6.10.2014	Registered

CLICKBUTLER

Country	Filing Date	Filing No.	Nat/Reg publication No.	Grant/Reg Date	Grant/Reg No.	Nat/Reg entry No.	Applicant	Next Due Date/Renewal	Associate	Task Notes	Status
EM	06 June 2012	10942258		01 Nov 2012	10942258		ClickSoftware Technologies Ltd	06 June 2022 - CTM Renewal - DEADLINE	Dennemeyer Group		Registered (active)