

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356751

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rogue Wave Software, Inc.		09/25/2015	CORPORATION: DELAWARE
Rogue Wave Holdings, Inc.		09/25/2015	CORPORATION: DELAWARE
Klocwork Inc.		09/25/2015	CORPORATION: DELAWARE
TotalView Technologies, Inc.		09/25/2015	CORPORATION: DELAWARE
TOTALVIEW TECHNOLOGIES LLC		09/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RWS, Inc.		09/25/2015	CORPORATION: DELAWARE
OpenLogic, Inc.		09/25/2015	CORPORATION: DELAWARE
Visual Numerics, Inc.		09/25/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc.
Street Address:	500 Boylston St. STE 1200
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2780341	KLOCWORK
Registration Number:	3707358	KLOCWORK SOLO
Registration Number:	3933277	KLOCWORK TRUEPATH
Registration Number:	1725267	.H++
Registration Number:	2056483	HOSTACCESS
Registration Number:	3464253	HYDRA
Registration Number:	3478133	HYDRASDO
Registration Number:	1734538	ROGUE WAVE
Registration Number:	2530765	ROGUE WAVE S O F T W A R E
Registration Number:	2636987	SOURCEPRO
Registration Number:	2518511	STINGRAY
Registration Number:	2518512	STINGRAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2548397	
Registration Number:	3183601	IMSL
Registration Number:	2291169	PV-WAVE
Registration Number:	1860198	VISUAL NUMERICS
Registration Number:	1963362	VISUAL NUMERICS
Registration Number:	3696475	OSS DISCOVERY
Registration Number:	3699637	THE OPEN SOURCE CENSUS
Registration Number:	3535679	THE OPEN SOURCE CENSUS
Registration Number:	3118843	OPENLOGIC
Registration Number:	2408733	TOTALVIEW
Registration Number:	2647828	TIMESCAN
Registration Number:	2433332	ETNUS

CORRESPONDENCE DATA

Fax Number: 4045725135

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: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.015072
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	09/29/2015

Total Attachments: 7

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2015 (this "**Trademark Security Agreement**"), is made by the undersigned grantors (collectively the "**Grantors**"; and each a "**Grantor**"), in favor of NEWSTAR FINANCIAL, INC., as agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Rogue Wave Software, Inc., a Delaware corporation ("**Lead Borrower**"), Rogue Wave Holdings, Inc., a Delaware corporation ("**Holdings**"), Klocwork Inc., a Delaware corporation ("**Klocwork**"), TotalView Technologies, Inc., a Delaware corporation ("**TotalView Inc.**"), TotalView Technologies LLC, a Delaware limited liability company ("**TotalView LLC**"), RWS, Inc., a Delaware corporation ("**RWS**"), OpenLogic, Inc., a Delaware corporation ("**OpenLogic**"), and Visual Numerics, Inc., a Delaware corporation ("**Visual**", and together with Klocwork, the Lead Borrower, TotalView Inc., TotalView LLC, RWS, and OpenLogic, each a "**Borrower**" and collectively, the "**Borrowers**"), the lenders from time to time parties thereto (the "**Lenders**") and the Agent have entered into that certain Credit Agreement, dated as of September 25, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of September 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby grants to the Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (but not including, in each case, any Excluded Collateral) (the "**Trademark Collateral**");

(i) all of its (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, and designs, whether now existing or hereafter adopted or acquired, all registrations and recordings thereof, (b) all applications for registration thereof, 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, (c) all reissues, extensions or renewals thereof, (the property described in clauses (a), (b) and (c), collectively, "**Trademarks**"), including, without limitation, those United States applications and registrations referred to on **Schedule I** hereto, (d) all goodwill associated with or symbolized by any of the foregoing, and (e) all licenses providing for the grant by or to the grantor of any right under any of the foregoing ("**Trademark Licenses**"); and

(ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the 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 any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Representation and Warranty. **Schedule I** correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to the security interest granted hereunder.

Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Grantors:

ROGUE WAVE SOFTWARE, INC., as the Lead
Borrower and Guarantor

ROGUE WAVE HOLDINGS, INC., as Guarantor

KLOCWORK INC., as Borrower and Guarantor

TOTALVIEW TECHNOLOGIES, INC., as Borrower
and Guarantor

TOTALVIEW TECHNOLOGIES LLC, as Borrower
and Guarantor

RWS, INC., as Borrower and Guarantor

OPENLOGIC, INC., as Borrower and Guarantor

VISUAL NUMERICS, INC., as Borrower and
Guarantor

By: 


Name: Brian N. Pierce

Title: President and Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

AGENT:

NEWSTAR FINANCIAL, INC.

By: 
Name: Jeffrey R. Greene
Title: Managing Director



[Signature Page to Trademark Security Agreement]



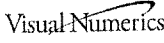

TRADEMARK
REEL: 005633 FRAME: 0051

SCHEDULE I

[Trademarks]

Registrations:

Owner	MARK	COUNTRY	APP./REG. NO.	STATUS
Klocwork Corp.	KLOCWORK	U.S.	RN: 2780341 SN: 76360589	Filed: January 18, 2002 Registered: November 4, 2003
Klocwork Corp.	KLOCWORK SOLO KLOCWORK SOLO	U.S.	RN: 3707358 SN: 77319304	Registered November 10, 2009 Filed: November 1, 2007
Klocwork Corp.	KLOCWORK TRUEPATH KLOCWORK TRUEPATH	U.S.	RN: 3933277 SN: 77750219	Registered March 22, 2011 Filed: June 2, 2009
Rogue Wave Software, Inc.	.H++	U.S.	Registration No. 1,725,267	Filed 10/29/91 Registered 10/20/92
Rogue Wave Software, Inc.	HOSTACCESS	U.S.	Registration No. 2,056,483	Filed: 4/17/96 Registered: 4/22/97
Rogue Wave Software, Inc.	HYDRA & DESIGN (LOGO) 	U.S.	Application No.: 78/834,627 Registration No.: 3,464,253	Filed: 3/10/2006 Registered: 7/8/08
Rogue Wave Software, Inc.	HYDRASDO	U.S.	Application No. 78/815,208 Registration No. 3,478,133	Filed: 2/15/06 Registered: 7/29/08
Rogue Wave Software, Inc.	ROGUE WAVE	U.S.	Registration No. 1,734,538	Filed 01/12/92 Registered 11/24/92
Rogue Wave Software, Inc.	ROGUE WAVE SOFTWARE and DESIGN 	U.S.	Application No. 76/073,957 Registration No. 2,530,765	Filed 06/20/00 Registered: 1/15/02
Rogue Wave Software, Inc.	SOURCEPRO	U.S.	Application No. 76/233,380 Registration No. 2,636,987	Filed 03/30/01 Registered: 10/15/02
Rogue Wave Software, Inc.	STINGRAY	U.S.	Application No. 75/898,728 Registration No. 2,518,511	Filed 01/20/00 Registered: 12/11/01

Owner	MARK	COUNTRY	APP./REG. NO.	STATUS
Rogue Wave Software, Inc.	STINGRAY and DESIGN 	U.S.	Application No. 75/898,731 Registration No. 2,518,512	Filed 01/20/00 Registered: 12/11/01
Rogue Wave Software, Inc.	WAVE DESIGN 2 	U.S.	Application No. 76/073,958 Registration No. 2,548,397	Filed 06/20/00 Registered: 3/12/02
Visual Numerics, Inc.	IMSL	U.S.	Application No. 78/800,094 Registration No. 3,183,601	Filed: 1/26/06 Registered: 12/12/06
Visual Numerics, Inc.	PV-WAVE	U.S.	Application No. 75/554,755 Registration No. 2,291,169	Filed: 9/17/98 Registered: 11/9/99
Visual Numerics, Inc.	VISUAL NUMERICS	U.S.	Application No. 74/338,711 Registration No. 1,860,198	Filed: 12/10/92 Registered: 10/25/94
Visual Numerics, Inc.	VISUAL NUMERICS & Design 	U.S.	Application No. 74/666,021 Registration No. 1,963,362	Filed: 4/26/95 Registered: 3/19/96
OpenLogic, Inc.	OSS DISCOVERY	U.S.	Registration No. 3696475	Registered October 13, 2009
OpenLogic, Inc.	THE OPEN SOURCE CENSUS	U.S.	Registration No. 3699637	Registered October 20, 2009
OpenLogic, Inc.	THE OPEN SOURCE CENSUS	U.S.	Registration No. 3535679	Registered November 18, 2008
OpenLogic, Inc.	OPENLOGIC	U.S.	Registration No. 3118843	Registered July 25, 2006
Visual Numerics, Inc.	VISUAL NUMERICS 	U.S.	Application No. 74/666,021 Registration No. 1963362	Filed April 26, 1995 Registered: March 19, 1996
Visual Numerics, Inc.	PV-WAVE	U.S.	Application No. 75554755 Registration No. 2291169	Filed September 17, 1998 Registered November 9, 1999

Owner	MARK	COUNTRY	APP./REG. NO.	STATUS
Visual Numerics, Inc.	IMSL	U.S.	Application No. 78800094 Registration No. 3183601	Filed January 26, 2006 Registered December 12, 2006
TOTALVIEW TECHNOLOGIES LLC	TOTALVIEW	U.S.	Application No. 75887212 Registration No. 2408733	Filed 01/04/2000 Reg. Dt: 11/28/2000

Trademark/Registered Intellectual Property
Trademark "TIMESCAN" registered with United States Patent and Trademark Office, Registration Number 2647828; registered to TotalView Technologies, LLC. Cancelled June 14, 2013.
Trademark "TOTALVIEW" registered with United States Patent and Trademark Office, Registration Number 2408733.; registered to TotalView Technologies, LLC
Trademark "ETNUS" registered with United States Patent and Trademark Office, Registration Number 2433332; registered to TotalView Technologies, LLC. Cancelled October 7, 2011