

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM358650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Idera, Inc.		10/09/2015	CORPORATION: TEXAS
CodeGear LLC		10/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Embarcadero Technologies, Inc.		10/09/2015	CORPORATION: DELAWARE
CopperEgg Corporation		10/09/2015	CORPORATION: DELAWARE
Precise Software Solutions, Inc.		10/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3669938	3RDRAIL	
<b>Registration Number:</b>	4726376	APPMETHOD	
<b>Registration Number:</b>	4150703	APPWAVE	
<b>Registration Number:</b>	2593325	C++ BUILDER	
<b>Registration Number:</b>	3616637	CODE GEAR	
<b>Registration Number:</b>	3877216	CODERAGE	
<b>Registration Number:</b>	2130365	CODEWRIGHT	
<b>Registration Number:</b>	3531354	DATASNAP	
<b>Registration Number:</b>	1898740	DBARTISAN	
<b>Registration Number:</b>	2873025	DELPHI	
<b>Registration Number:</b>	3842232	DELPHI PRISM	
<b>Registration Number:</b>	2705249	EMBARCADERO	
<b>Registration Number:</b>	3958358	EMBARCADERO ALL-ACCESS	

OP \$1065.00 3669938

Property Type	Number	Word Mark
Registration Number:	4164940	EMBARCADERO TOOLCLOUD
Registration Number:	2203227	ER/STUDIO
Registration Number:	4092301	FIREMONKEY
Registration Number:	1802599	INTERBASE
Registration Number:	3975043	J OPTIMIZER
Registration Number:	2593326	JBUILDER
Registration Number:	3616702	JGEAR
Registration Number:	4002532	POWERSTUDIO
Registration Number:	1900443	RAPID SQL
Registration Number:	1458130	TURBO DEBUGGER
Registration Number:	1343975	TURBO PASCAL
Registration Number:	1439932	TURBO PASCAL
Registration Number:	3800419	TURBORUBY
Registration Number:	2996254	TWO-WAY-TOOLS
Registration Number:	4051016	SQL DIAGNOSTIC MANAGER
Registration Number:	3134505	SQL COMPLIANCE MANAGER
Registration Number:	3098986	SQLSAFE
Registration Number:	3268462	SQLSECURE
Registration Number:	4371556	IDERA
Registration Number:	4051017	SQL MOBILE MANAGER
Serial Number:	86525867	SQL BOOST
Registration Number:	4177937	REVEALSTORAGE
Registration Number:	4178098	COPPEREGG
Registration Number:	4378385	COPPEREGG
Registration Number:	4411311	PRECISE
Registration Number:	4411312	PRECISE SOFTWARE
Registration Number:	2873256	JDATASTORE
Registration Number:	4127033	RADPHP
Serial Number:	77219728	BLACKFISH

#### **CORRESPONDENCE DATA**

**Fax Number:**

***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:** michael.barys@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindal LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	10/14/2015
<b>Total Attachments: 8</b> source=Idera Second Lien Trademark#page1.tif source=Idera Second Lien Trademark#page2.tif source=Idera Second Lien Trademark#page3.tif source=Idera Second Lien Trademark#page4.tif source=Idera Second Lien Trademark#page5.tif source=Idera Second Lien Trademark#page6.tif source=Idera Second Lien Trademark#page7.tif source=Idera Second Lien Trademark#page8.tif	

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Idera, Inc.
- 2. CodeGear LLC
- 3. Embarcadero Technologies, Inc.
- 4. CopperEgg Corporation
- 5. Precise Software Solutions, Inc.

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other 1. Corp.-TX; 2. LLC-DE; 3-5. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 9, 2015

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Second Lien Security Agreement

**2. Name and address of receiving party(ies)**

- ☐ Yes  
☒ No

Additional names, addresses, or citizenship attached?

Name: Jefferies Finance LLC, as Collateral Agent

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

42

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

October 9, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of October 9, 2015 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of October 9, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Idera, Inc., a Texas corporation (the "Borrower"), TA Buckeye Intermediate Corporation, a Delaware corporation ("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 Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented 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 the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations), 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 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.

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

IDERA, INC.,  
as Pledgor

By: 

Name: Trey Chambers

Title: Chief Financial Officer

CODEGEAR LLC,  
as Pledgor

EMBARCADERO TECHNOLOGIES, INC.,  
as Pledgor

COPPEREGG CORPORATION,  
as Pledgor

PRECISE SOFTWARE SOLUTIONS, INC.,  
as Pledgor

By: 

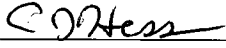
Name: Trey Chambers

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: E. Joseph Hess  
Title: Managing Director



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Class(es)	App #	App Dt	Reg #	Reg Dt	Status	Record Owner
<b>3RDRAIL</b>							
United States	9, 41, 42	77/221,985	7/3/2007	3,669,938	8/18/2009	Registered	CodeGear, LLC
<b>APPMETHOD</b>							
US	9	86/230,341	3/24/2014	4,726,376	4/28/2015	Registered	Embarcadero Tech, Inc.
<b>APPWAVE</b>							
US	9, 35, 42	85/040,835	5/17/2010	4,150,703	5/29/2012	Registered	Embarcadero Tech., Inc.
<b>C++BUILDER</b>							
US	9	75/215,051	12/18/1996	2,593,325	7/16/2002	Registered	CodeGear, LLC
<b>CODE GEAR (Logo)</b>							
US	9, 41, 42	77/194,973	5/31/2007	3,616,637	5/5/2009	Registered	CodeGear, LLC
<b>CODERAGE</b>							
US	35, 41	77/120,381	3/1/2007	3877216	11/16/2010	Registered	CodeGear, LLC
<b>CODEWRIGHT</b>							
US	9	75/219,649	12/30/1996	2,130,365	1/20/1998	Registered	CodeGear, LLC
<b>DATASNAP</b>							
US	9, 42	76/185,139	12/23/2000	3,531,354	11/11/2008	Registered	CodeGear, LLC
<b>DBARTISAN</b>							
US	9	74/529,565	5/25/1994	1,898,740	6/13/1995	Registered	Embarcadero Tech., Inc.
<b>DELPHI</b>							
US	9	74/535,376	6/9/1994	2873025	8/17/2004	Registered	CodeGear, LLC
<b>DELPHI PRISM</b>							
US	9, 41, 42	77/600,631	10/25/2008	3,842,232	8/31/2010	Registered	CodeGear, LLC
<b>EMBARCADERO</b>							
US	9	76/230,882	3/26/2001	2,705,249	4/8/2003	Registered	Embarcadero Tech., Inc.
<b>EMBARCADERO ALL-ACCESS</b>							
US	9, 41, 42	77/675,586	2/22/2009	3,958,358	5/10/2011	Registered	Embarcadero Tech., Inc.
<b>EMBARCADERO TOOLCLOUD</b>							

Country	Class(es)	App #	App Dt	Reg #	Reg Dt	Status	Record Owner
US	9	77/871,696	11/12/2009	4,164,940	6/26/2012	Registered	Embarcadero Tech., Inc.
ER/STUDIO							
US	9	75/220,219	12/31/1996	2,203,227	11/10/1998	Registered	Embarcadero Tech., Inc.
FIREMONKEY							
US	9	85/268,916	3/16/2011	4,092,301	1/24/2012	Registered	Embarcadero Tech., Inc.
INTERBASE							
US	9	74/208,525	9/30/1991	1,802,599	11/2/1993	Registered	CodeGear, LLC
J OPTIMIZER							
US	9	77/683,488	3/4/2009	3,975,043	6/7/2011	Registered	Embarcadero Tech., Inc.
JBUILDER							
US	9	75/215,052	12/18/1996	2,593,326	7/16/2002	Registered	CodeGear, LLC
JGEAR							
US	9, 41, 42	77/227,475	7/11/2007	3,616,702	5/5/2009	Registered	CodeGear, LLC
POWERSTUDIO							
US	9, 42	85/213,624	1/9/2011	4,002,532	7/26/2011	Registered	Embarcadero Tech., Inc.
RAPID SQL							
US	9	74/507,339	3/31/1994	1,900,443	6/20/1995	Registered	Embarcadero Tech., Inc.
TURBO DEBUGGER							
US	9	73/647,228	3/2/1987	1,458,130	9/22/1987	Registered	CodeGear, LLC
TURBO PASCAL							
US	9	73/469,354	3/9/1984	1,343,975	6/25/1985	Registered	CodeGear, LLC
	16	73/624,203	10/6/1986	1,439,932	5/19/1987		
TURBORUBY							
US	9	77/609,123	11/6/2008	3,800,419	6/8/2010	Registered	CodeGear, LLC
TWO-WAY-TOOLS							
US	9	76/182,058	12/14/2000	2,996,254	9/20/2005	Registered	CodeGear, LLC
SQL DIAGNOSTIC MANAGER							
US	9	85/149,397	10/11/2010	4051016	11/01/11	Registered	Idera, Inc.
SQL COMPLIANCE MANAGER							
US	9	78/606,883	4/12/2005	3134505	08/22/06	Registered	Idera, Inc.
SQLSAFE							
US	9	78/381,131	3/9/2004	3098986	05/30/06	Registered	Idera, Inc.
SQLSECURE							
US	9	78/974,906	9/14/2006	3268462	07/24/07	Registered	Idera, Inc.

Country	Class(es)	App #	App Dt	Reg #	Reg Dt	Status	Record Owner
<b>IDERA</b>							
US	9	85/783,750	11/20/2012	4371556	07/23/13	Registered	Idera, Inc.
<b>SQL MOBILE MANAGER</b>							
US	9	85/149,400	10/11/2010	4051017	11/01/11	Registered	Idera, Inc.
<b>SQL BOOST</b>							
US	9	86525867	02/05/15			Applica- tion	Idera, Inc.
<b>REVEALSTORAGE</b>							
US	42	85/321,712	5/16/2011	4177937	7/24/12	Registered	CopperEgg Corporation
<b>COPPEREGG</b>							
US	42	85/360,767	6/30/2011	4178098	7/24/12	Registered	CopperEgg Corporation
<b>COPPEREGG (word + logo)</b>							
US	42	85/448,059	10/14/2011	4378385	08/06/13	Registered	CopperEgg Corporation
<b>PRECISE</b>							
US	9	77/848,851	10/14/2009	4411311	10/01/13	Registered	Precise Soft- ware Solu- tions Inc.
<b>PRECISE SOFTWARE</b>							
US	9	77/848,869	10/14/2009	4411312	10/01/13	Registered	Precise Soft- ware Solu- tions Inc.

### Additional Trademarks

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status	Record Owner
United States	JDATASTORE	76/418,158	6/10/2002	2,873,256	8/17/2004	Cancelled	CodeGear, LLC
United States	RADPHP	85086012	7/15/2010	4127033	4/10/2012	Registered	Embarcadero Tech., Inc.
United States	BLACKFISH	77/219,728	6/29/2007	6,640,306	6/16/2009	Registered	CodeGear, LLC