

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTBEAR SOFTWARE INC.		12/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC, AS ADMINISTRATIVE AGENT		
Street Address:	500 W. 5TH STREET		
Internal Address:	SUITE 1100		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4745057	ALERTSITE UXM	
Registration Number:	4691380	SMARTBEAR	
Registration Number:	4745058	ALERTSITE UXM SYNTHETIC	
Registration Number:	4783464	READY! API	
Registration Number:	4783534	SERVICEV	
Registration Number:	4731597	LOADCOMPLETE	
Registration Number:	3833605	ALERTSITE	
Registration Number:	3593132	CODE COLLABORATOR	
Registration Number:	4826649	AQTIME PRO	
Registration Number:	4812892	COLLABORATOR	
Registration Number:	4812184	LOADUI	
Registration Number:	4821887	LOADUI PRO	
Registration Number:	4812650	QACOMPLETE	
Registration Number:	4821885	SOAPUI NG PRO	
Registration Number:	4812654	TESTCOMPLETE	
Registration Number:	4826094	DEJACLICK	
Registration Number:	4812180	SOAPUI	
Registration Number:	4866618	SWAGGER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3209834	CODEREVIEWER
Registration Number:	3975253	TRUESCREEN
Serial Number:	86732119	SWAGGER HUB
Serial Number:	86732123	SWAGGERHUB
Serial Number:	86301968	ALERTSITE UXM REAL
Serial Number:	86301971	ALERTSITE UXM LOAD
Serial Number:	86419407	VIRTSERVER
Serial Number:	86419417	VIRTHUB
Serial Number:	86698311	LOADCOMPLETE
Serial Number:	86616314	SWAGGER API
Serial Number:	86698123	LOADUI NG PRO
Serial Number:	86698046	SECURE PRO

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE, LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 17813.001 SMARTBEAR

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 12/30/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2015, is entered into between SmartBear Software Inc., a Delaware corporation (the “Grantor”) in favor of AB Private Credit Investors LLC, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) ;

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the payment in full of the Revolver Obligations and termination of the Credit Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

[Signature pages follow]

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

SMARTBEAR SOFTWARE INC.,
as a Grantor

By: 
Name: Shawn Garrett
Title: Chief Financial Officer

Acknowledged:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

By: ABH
Name: J Brent Humphries
Title: President

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	ALERTSITE UXM	United States	4745057	5/26/2015
SmartBear Software Inc.	SMARTBEAR	United States	4691380	2/24/2015
SmartBear Software Inc.	ALERTSITE UXM SYNTHETIC	United States	4745058	5/26/2015
SmartBear Software Inc.	READY! API	United States	4783464	7/28/2015
SmartBear Software Inc.	SERVICEV	United States	4783534	7/28/2015
SmartBear Software Inc.	LOADCOMPLETE	United States	4731597	5/5/2015
SmartBear Software Inc.	ALERTSITE	United States	3833605	8/17/2010
SmartBear Software Inc.	CODE COLLABORATOR	United States	3593132	3/17/2009
SmartBear Software Inc.	AQTIME PRO	United States	4826649	10/6/2015
SmartBear Software Inc.	COLLABORATOR	United States	4812892	9/15/2015
SmartBear Software Inc.	LOADUI	United States	4812184	9/15/2015
SmartBear Software Inc.	LOADUI PRO	United States	4821887	9/29/2015
SmartBear Software Inc.	QACOMPLETE	United States	4812650	9/15/2015
SmartBear Software Inc.	SOAPUI NG PRO	United States	4821885	9/29/2015
SmartBear Software Inc.	TESTCOMPLETE	United States	4812654	9/15/2015
SmartBear Software Inc.	DEJACLICK	United States	4826094	10/6/2015
SmartBear Software Inc.	SOAPUI	United States	4812180	9/15/2015
SmartBear Software Inc.	SWAGGER	United States	4866618	12/8/2015
SmartBear Software Inc.	CODEREVIEWER	United States	3209834	2/13/2007
SmartBear Software Inc.	TRUESCREEN	United States	3975253	6/7/2011

FOREIGN TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	LOADUI NG PRO	Europe	14425995	11/27/2015
SmartBear Software Inc.	ALERTSITE UXM	Europe	13468798	4/7/2015
SmartBear Software Inc.	ALERTSITE UXM SYNTHETIC	Europe	13468848	4/17/2015

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	ALERTSITE UXM REAL	Europe	13469011	4/17/2015
SmartBear Software Inc.	ALERTSITE UXM LOAD	Europe	13469127	4/17/2015
SmartBear Software Inc.	READY! API SUITE	Europe	13469143	4/17/2015
SmartBear Software Inc.	READY! API	Europe	13469176	4/17/2015
SmartBear Software Inc.	R!A	Europe	13469184	9/7/2015
SmartBear Software Inc.	VIRTSERVER	Europe	13469192	4/17/2015
SmartBear Software Inc.	VIRTHUB	Europe	13469226	4/17/2015
SmartBear Software Inc.	SERVICEV	Europe	13469267	4/17/2015
SmartBear Software Inc.	SOAPUI NG PRO	Europe	14426001	11/30/2015
SmartBear Software Inc.	LOADUI	Europe	14434476	12/11/2015
SmartBear Software Inc.	SOAPUI	Europe	14434468	12/4/2015

U.S. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	SWAGGER HUB	United States	(86732119)	(8/20/2015)
SmartBear Software Inc.	SWAGGERHUB	United States	(86732123)	(8/20/2015)
SmartBear Software Inc.	ALERTSITE UXM REAL	United States	(86301968)	(6/5/2014)
SmartBear Software Inc.	ALERTSITE UXM LOAD	United States	(86301971)	(6/5/2014)
SmartBear Software Inc.	VIRTSERVER	United States	(86419407)	(10/9/2014)
SmartBear Software Inc.	VIRTHUB	United States	(86419417)	(10/9/2014)
SmartBear Software Inc.	LOADCOMPLETE	United States	(86698311)	(7/20/2015)
SmartBear Software Inc.	SWAGGER API	United States	(86616314)	(4/30/2015)
SmartBear Software Inc.	LOADUI NG PRO	United States	(86698123)	(7/20/2015)
SmartBear Software Inc.	SECURE PRO	United States	(86698046)	(7/20/2015)

FOREIGN TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
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<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	SMARTBEAR	Europe	(13468814)	(11/18/2014)
SmartBear Software Inc.	ALERTSITE	Europe	(14442222)	(8/4/2015)
SmartBear Software Inc.	QACOMPLETE	Europe	(14442206)	(8/4/2015)
SmartBear Software Inc.	SWAGGER	Europe	(14730964)	(10/26/2015)