

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tibco Software Inc., as Pledgor		03/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	P.O. Box 6026		
<b>Internal Address:</b>	IL1-1145/54/63		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4467986	API DISTRIBUTION NETWORK	
<b>Registration Number:</b>	4295610	BAPI	
<b>Registration Number:</b>	4382511	BUSINESS OF APIS	
<b>Registration Number:</b>	4373865	I/O DOCS	
<b>Registration Number:</b>	3657443	MASHERY	
<b>Serial Number:</b>	86065867	MASHERY	
<b>Registration Number:</b>	3657444		
<b>Serial Number:</b>	86809268	O	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Ken Tan, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Ken Tan		

OP \$215.00 4467986

<b>SIGNATURE:</b>	/Ken Tan/
<b>DATE SIGNED:</b>	04/07/2016
<b>Total Attachments: 6</b> source=copy TM Supplement (executed)#page1.tif source=copy TM Supplement (executed)#page2.tif source=copy TM Supplement (executed)#page3.tif source=copy TM Supplement (executed)#page4.tif source=copy TM Supplement (executed)#page5.tif source=copy TM Supplement (executed)#page6.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):**

Tibco Software Inc., as Pledgor

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 22, 2016

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: IL1-1145/54/63, P.O. Box 6026

City: Chicago

State: Illinois

Country: USA Zip: 60680

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

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)  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

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: Ken Tan, Legal Assistant

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

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

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 57320.0725

Email Address: KTan@cahill.com

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

8


**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:**

Signature

Ken Tan

4/07/2016

Date

Name of Person Signing

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

6

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

**TRADEMARK**  
**REEL: 005767 FRAME: 0752**

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 22, 2016 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of December 5, 2014 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among TIBCO Software Inc., a Delaware corporation (the "Borrower"), Balboa Intermediate Holdings, LLC, a Delaware limited liability company ("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.

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived 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 full payment and performance of the Secured Obligations (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations and liabilities under the Secured Hedging Agreements and Secured Cash Management Agreements as to which arrangements to the applicable Cash Management Bank or Hedge Bank shall have been made, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are back-stopped), 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.

[remainder of this page intentionally left blank]

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

PLEDGORS



TIBCO SOFTWARE INC.

By:

A handwritten signature in black ink, appearing to read "William R. Hughes", written over a horizontal line.

Name:


Title:

**WILLIAM R. HUGHES**  
EVP, CHIEF ADMINISTRATIVE OFFICER  
& GENERAL COUNSEL

*[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]*

**TRADEMARK**  
**REEL: 005767 FRAME: 0755**

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent

By:   
Name: John G. Kowalczyk  
Title: Executive Director



*[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]*

**TRADEMARK**  
**REEL: 005767 FRAME: 0756**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	TIBCO Software Inc.*	API DISTRIBUTION NETWORK	85681875	07/19/2012	4467986	01/14/2014
2.	TIBCO Software Inc.*	BAPI	85674421	07/11/2012	4295610	02/26/2013
3.	TIBCO Software Inc.*	BUSINESS OF APIS	85674384	07/11/2012	4382511	08/13/2013
4.	TIBCO Software Inc.*	I/O DOCS	85713272	08/27/2012	4373865	07/23/2013
5.	TIBCO Software Inc.	MASHERY	77646326	01/09/2009	3657443	07/21/2009
6.	TIBCO Software Inc.	MASHERY	86065867	09/16/2013		
7.	TIBCO Software Inc.*	Design 	77646332	01/09/2009	3657444	07/21/2009
8.	TIBCO Software Inc.	Design 	86809268	11/04/2015		

\* TIBCO Software Inc. is the owner of each of these, however, the applicable assignments are in process and have not yet been recorded.