

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 5261/0219		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		05/02/2016	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Serena Software, Inc.		
Street Address:	1850 Gateway Drive, 4th Floor		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1342251	CHANGEMAN	
Registration Number:	1298600	COMPAREX	
Registration Number:	3185151	DIMENSIONS	
Registration Number:	3291794	MARINER	
Registration Number:	3542174	MASHUP COMPOSER	
Registration Number:	3552270	MASHUP EXCHANGE	
Registration Number:	3486670	PROTOTYPE COMPOSER	
Registration Number:	1759656	PVCS	
Registration Number:	2739477	SERENA	
Registration Number:	3341801	SERENA DIMENSIONS	
Registration Number:	2159588	STARTOOL	
Registration Number:	2208294	TEAMTRACK	
Registration Number:	2559818	TEAMTRACK	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
TRADEMARK			

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Correspondent Name:	Renee Prescan
Address Line 1:	300 North LaSalle Street
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	39572-26 RMP
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NAME OF SUBMITTER:	Renee M. Prescan
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SIGNATURE:	/Renee M. Prescan/
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DATE SIGNED:	05/02/2016
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Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this “Release”) made as of May 2, 2016, is granted by CREDIT SUISSE AG, Cayman Islands Branch, a Swiss Bank with offices located at 11 Madison Avenue, New York, New York 10010, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”), in favor of Serena Software, Inc., a Delaware corporation with offices located at 1850 Gateway Drive, 4th Floor, San Mateo, CA 94404 (the “Pledgor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Trademark Security Agreement, or if not defined therein, in the Security Agreement (as defined below), or if not defined in the Trademark Security Agreement or the Security Agreement, in the Credit Agreement (as defined below).

WHEREAS, Pledgor and the Collateral Agent are parties to a (i) that certain Credit Agreement, dated as of April 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); and (ii) that certain Security Agreement, dated as of April 14, 2014 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, in connection with the Credit Agreement and the Security Agreement, Pledgor executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of April 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on April 15, 2014 at Reel/Frame 5261/0219;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, Pledgor pledged and granted 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 of the following Pledged Collateral of the Pledgor, in each case excluding the Excluded Property (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule A attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to the Pledgor’s use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property).

WHEREAS, pursuant to the terms and conditions set forth in the Security Agreement and the Trademark Security Agreement, the Collateral Agent has agreed to release and terminate its Lien on and security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

Section 1. Release of Security Interest. The Collateral Agent hereby terminates the Trademark Security Agreement and hereby releases and terminates its Lien on and security interest in all right, title and interest in, to or under the Trademark Collateral, whether arising under the Security Agreement or the Trademark Security Agreement.

Section 2. Recordation. The Collateral Agent hereby authorizes the Pledgor or the Pledgor's authorized representative to record this Release with the United States Patent and Trademark Office.

Section 3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

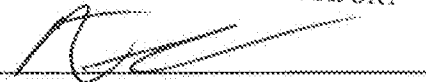
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IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered this Release of Trademark Security Interest as of the day and year first written above.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 

Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

By: 

Name: Nicholas Goss
Title: Authorized Signatory

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RECORD OWNER</u>
CHANGEMAN	1342251	Jun-18-1985	Serena Software, Inc.
COMPAREX	1298600	Oct-02-1984	Serena Software, Inc.
DIMENSIONS	3185151	Dec-19-2006	Serena Software, Inc.
MARINER	3291794	Sep-11-2007	Serena Software, Inc.
MASHUP COMPOSER	3542174	Dec-02-2008	Serena Software, Inc.
MASHUP EXCHANGE	3552270	Dec-23-2008	Serena Software, Inc.
PROTOTYPE COMPOSER	3486670	Aug-12-2008	Serena Software, Inc.
PVCS	1759656	Mar-23-1993	Serena Software, Inc.
SERENA	2739477	Jul-22-2003	Serena Software, Inc.
SERENA DIMENSIONS	3341801	Nov-20-2007	Serena Software, Inc.
STARTOOL	2159588	May-19-1998	Serena Software, Inc.
TEAMTRACK	2208294	Dec-08-1998	Serena Software, Inc.
TEAMTRACK	2559818	Apr-09-2002	Serena Software, Inc.

United States Trademark Applications:

None.