

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Serena Software, Inc.		07/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	555 California Street, 4th Floor		
Internal Address:	Mail Code: CA5-705-04-09		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104-1503		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1342251	CHANGEMAN	
Registration Number:	1298600	COMPAREX	
Registration Number:	3185151	DIMENSIONS	
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		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$240.00 1342251

NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	07/12/2016
Total Attachments: 5 source=Trademark Security Agreement (Serena) 07-12-2016 (EXECUTED)_(42295781_1)#page1.tif source=Trademark Security Agreement (Serena) 07-12-2016 (EXECUTED)_(42295781_1)#page2.tif source=Trademark Security Agreement (Serena) 07-12-2016 (EXECUTED)_(42295781_1)#page3.tif source=Trademark Security Agreement (Serena) 07-12-2016 (EXECUTED)_(42295781_1)#page4.tif source=Trademark Security Agreement (Serena) 07-12-2016 (EXECUTED)_(42295781_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of July 12, 2016, is made by Serena Software, Inc., a Delaware corporation (the “**Grantor**”) in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor owns and uses in its businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of November 20, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

1. all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
2. all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
3. all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

4. the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

SERENA SOFTWARE, INC.
as Grantor

By: 
Name: Graham Norton
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005833 FRAME: 0412

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Application Date	Application No.	Registration Date	Registration No.	Case Status	Owner
CHANGEMAN	United States of America	May-25-1984	73/482133	Jun-18-1985	1342251	Registered	Serena Software, Inc.
COMPAREX	United States of America	Sep-23-1983	73/444966	Oct-02-1984	1298600	Registered	Serena Software, Inc.
DIMENSIONS	United States of America	Apr-07-2000	76/020671	Dec-19-2006	3185151	Registered	Serena Software, Inc.
PVCS	United States of America	Jul-17-1992	74/294998	Mar-23-1993	1759656	Registered	Serena Software, Inc.
SERENA	United States of America	Jul-27-2000	76/098268	Jul-22-2003	2739477	Registered	Serena Software, Inc.
SERENA DIMENSIONS	United States of America	Apr-03-2006	78/852526	Nov-20-2007	3341801	Registered	Serena Software, Inc.
STARTOOL	United States of America	Aug-20-1996	75/153301	May-19-1998	2159588	Registered	Serena Software, Inc.
TEAMTRACK	United States of America	May-20-1997	75/295149	Dec-08-1998	2208294	Registered	Serena Software, Inc.
TEAMTRACK	United States of America	Jan-28-2000	75/905693	Apr-09-2002	2559818	Registered	Serena Software, Inc.