

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workfront, Inc.		11/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4965604	WORKFRONT	
Registration Number:	4965605	WORKFRONT	
Registration Number:	4965603		
Registration Number:	3780136	ATTASK	
Registration Number:	3774157	@TASK	
Registration Number:	4270738	ATTASK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F166611		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	11/15/2016		

OP \$165.00 4965604

Total Attachments: 7

source=USPTO Submission - Workfront, Inc. (Trademarks)#page2.tif

source=USPTO Submission - Workfront, Inc. (Trademarks)#page3.tif

source=USPTO Submission - Workfront, Inc. (Trademarks)#page4.tif

source=USPTO Submission - Workfront, Inc. (Trademarks)#page5.tif

source=USPTO Submission - Workfront, Inc. (Trademarks)#page6.tif

source=USPTO Submission - Workfront, Inc. (Trademarks)#page7.tif

source=USPTO Submission - Workfront, Inc. (Trademarks)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 14, 2016 by and between the Grantors listed on the signature page hereto (collectively, the "**Grantor**") and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**").

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **WORKFRONT, INC.**, a Delaware corporation (the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties thereto (each a "**Lender**" and, collectively, the "**Lenders**") and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Guarantee and Collateral Agreement**").

C. Administrative Agent and Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Borrowers and Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrowers and Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrowers and Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrowers' and Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including

without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

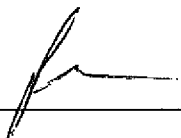
THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

WORKFRONT, INC.

By:  _____

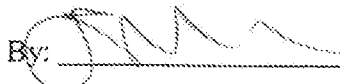
Name: Pete Childs _____

Title: CFO _____

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

By:  _____

Name: JAYSON DAVIS

Title: DIRECTOR

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005921 FRAME: 0360

EXHIBIT A

COPYRIGHTS

Registered Copyrights

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
United States	TX0007529824	3/29/12	AtTask R16
United States	TX0007795650	10/3/13	AtTask Blaze

Pending Copyright Applications

N/A

Registered Copyrights and Pending Copyright Applications Licensed

N/A

EXHIBIT B

PATENTS

Issued Patents

N/A

Pending Patent Applications

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	13102327	5/6/11	Workfront, Inc.	Method for Managing Work Tasks

Issued Patents and Pending Patent Applications Licensed

N/A

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4965604	5/24/16	12/19/14	Workfront, Inc.	WORKFRONT word mark
United States	4965605	5/24/16	12/19/14	Workfront, Inc.	WORKFRONT graphical logo
United States	4965603	5/24/16	12/19/14	Workfront, Inc.	LION'S HEAD graphical logo
United States	3780136	4/27/10	3/13/09	Workfront, Inc.	ATTASK word mark
United States	3774157	4/13/10	3/13/09	Workfront, Inc.	@TASK word mark
United States	4270738	11/7/11	1/8/13	Workfront, Inc.	ATTASK graphical logo

Pending Trademark Applications

N/A

Registered Trademarks and Pending Trademark Applications Licensed

N/A