

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM414321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of security interests recorded at Reel/Frame 5716/0705, 5324/0741, 5536/0525 and 5851/0423		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, N.A.		01/27/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PHNTM Holdings, Inc.		
<b>Street Address:</b>	12301 Research Boulevard		
<b>Internal Address:</b>	Building V, Suite 101		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78759		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Planview, Inc.		
<b>Street Address:</b>	12301 Research Boulevard		
<b>Internal Address:</b>	Building V, Suite 101		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78759		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>Name:</b>	Iditarod Merger Sub, Inc.		
<b>Street Address:</b>	12301 Research Boulevard		
<b>Internal Address:</b>	Building V, Suite 101		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78759		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	Innotas		
<b>Street Address:</b>	12301 Research Boulevard		
<b>Internal Address:</b>	Building V, Suite 101		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78759		

TRADEMARK

**Entity Type:**

Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	3196839	PLANVIEW ENTERPRISE
Registration Number:	3196840	PLANVIEW ENTERPRISE
Registration Number:	3196842	PLANVIEW ENTERPRISE
Registration Number:	3222217	PLANVIEW ENTERPRISE
Registration Number:	3224708	PLANVIEW PRISMS
Registration Number:	3224709	PLANVIEW PRISMS
Registration Number:	3196843	PLANVIEW PRISMS
Registration Number:	3222220	PLANVIEW PRISMS
Registration Number:	2020657	PLANVIEW
Registration Number:	3242401	PLANVIEW
Registration Number:	3242432	PLANVIEW
Registration Number:	3233492	PLANVIEW
Registration Number:	3223116	PLANVIEW
Registration Number:	3621936	PLANVIEW
Registration Number:	3621937	PLANVIEW
Registration Number:	3621938	PLANVIEW
Registration Number:	3621939	PLANVIEW
Registration Number:	1837249	BUSINESS ENGINE
Registration Number:	1827924	BUSINESS ENGINE
Registration Number:	3932145	TAMING CHANGE
Registration Number:	3903549	PLANVIEW HORIZONS
Registration Number:	4357090	PLANVIEW OPENSUITE
Registration Number:	3232899	PLANVIEW
Registration Number:	3241775	PLANVIEW
Registration Number:	3241776	PLANVIEW
Registration Number:	3049339	PROJECTPLACE
Serial Number:	86293133	TODO BY PROJECTPLACE
Serial Number:	86167175	PROJECTPLACE
Registration Number:	3707010	TROUX
Registration Number:	3639162	INNOTAS

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*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: 3128622000

**Email:** rob.soneson@kirkland.com  
**Correspondent Name:** Rob Soneson  
**Address Line 1:** 300 N LaSalle  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	36774-280-RFS
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<b>NAME OF SUBMITTER:</b>	Rob Soneson
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<b>SIGNATURE:</b>	/rsoneson/
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<b>DATE SIGNED:</b>	01/31/2017
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**Total Attachments: 12**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 27, 2017 (the "Effective Date"), is made by Wells Fargo Bank, National Association, in its capacity as agent for the Lender Group and the Bank Product Providers (the "Agent"), in favor of each grantor party identified on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to the Second Amended and Restated Credit Agreement, dated as of August 9, 2016 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the lenders identified on the signature pages thereof (each of such lenders, together with its successor and permitted assigns, is referred to hereinafter as a "Lender"), Wells Fargo Bank, National Association, a national banking association ("WFB"), as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), and PHNTM Holdings, Inc., a Delaware corporation ("Parent"), Planview, Inc., a Texas corporation ("Planview"), Iditarod Merger Sub, Inc., a California corporation ("Iditarod"), Innotas, a California corporation ("Innotas"), and certain Subsidiaries of Planview party thereto identified as the US Subsidiaries (such US Subsidiaries, together with Planview, Iditarod and Innotas, are referred to hereinafter each individually as a "US Borrower", and individually and collectively, jointly and severally, as the "US Borrowers"), the Guarantors identified on the signature pages thereof, PHNTM Sweden AB, a company duly incorporated under the laws of Sweden with a registration number of 556974-0375 ("Swedish Holdco"), and Projectplace International AB, a company duly incorporated under the laws of Sweden with a registration number of 556552-3692 ("Swedish Target"), and together with Swedish Holdco, each a "Swedish Borrower" and collectively, the "Swedish Borrowers", and together with the US Borrowers, each a "Borrower" and collectively, the "Borrowers"). Capitalized terms used but not defined herein have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement and the other Loan Documents, the Grantors executed and delivered a (i) Trademark Security Agreement, dated as of December 18, 2013, (ii) a Trademark Security Agreement, dated as of July 17, 2014, (iii) a Trademark Security Agreement, dated as of June 1, 2015 and (iv) a Trademark Security Agreement, dated as of August 9, 2016 (collectively, the "Security Agreements"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Security Agreements were recorded with the United States Patent and Trademark Office respectively, (i) on December 18, 2013 at Reel/Frame 005176/0705, (ii) on July 17, 2014 at Reel/Frame 5324/0741, (iii) on June 2, 2015 at Reel/Frame 005536/0525 and (iv) on August 9, 2016 at Reel/Frame 005851/0423.

WHEREAS, pursuant to the Security Agreements, the Grantors pledged and granted to the Agent a lien on and security interest in all of their rights, title and interest in and to certain collateral identified in said Security Agreements, including, without limitation the Trademarks set forth on Schedule I hereto (collectively the Trademarks together with all reissues, extensions and reexaminations thereof and amendments thereto, the underlying inventions thereof, all rights of the Grantor(s) accruing under any of the foregoing by applicable law, international treaties and conventions throughout the world, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, the "Released Trademark Collateral"); and

WHEREAS, the Grantor(s) have requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor(s) of any and all right, title and interest the Agent and the Lenders may have in the Released Trademark Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, each of the Grantors and the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements, as applicable.

2. Release of Collateral. The Agent, on behalf of itself and the Lenders and any other secured parties represented by the Agent, and their respective successors, legal representatives and assigns, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Trademark Collateral, arising under the Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Further Assurances. The Agent agrees to take any necessary further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

IN WITNESS WHEREOF, each of the Grantors and the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Agent

By: 

Name: *R. L. Landers*

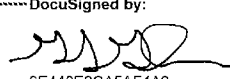
Title: *Vice President*

**GRANTORS:**

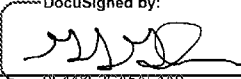
**PHNTM HOLDINGS, INC.,**

By:   
Name: Gregory Gilmore  
Title: Chief Executive Officer

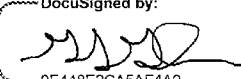
**PLANVIEW, INC.,**

By:   
Name: Gregory Gilmore  
Title: Chief Executive Officer

**PROJECTPLACE INTERNATIONAL AB,**

By:   
Name: Gregory Gilmore  
Title: Director

**TROUX TECHNOLOGIES, INC.,**

By:   
Name: Gregory Gilmore  
Title: Chief Executive Officer

**INNOTAS,**

By: \_\_\_\_\_  
Name: Daniel May  
Title: Secretary

**GRANTORS:**

**PHNTM HOLDINGS, INC.,**

By: \_\_\_\_\_  
Name: Gregory Gilmore  
Title: Chief Executive Officer

**PLANVIEW, INC.,**

By: \_\_\_\_\_  
Name: Gregory Gilmore  
Title: Chief Executive Officer

**PROJECTPLACE INTERNATIONAL AB,**

By: \_\_\_\_\_  
Name: Gregory Gilmore  
Title: Director

**TROUX TECHNOLOGIES, INC.,**

By: \_\_\_\_\_  
Name: Gregory Gilmore  
Title: Chief Executive Officer

**INNOTAS,**

By: \_\_\_\_\_  
Name: Daniel May  
Title: Secretary

DocuSigned by:  
*Daniel May*  
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SCHEDULE I

Trademarks

(See attached.)

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Trademark</b>	<b>COUNTRY</b>	<b>OWNER</b>	<b>REG. NO. &amp; DATE (SERIAL NO. &amp; FILING DATE)</b>
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,196,839 January 9, 2007 (78/846,684 March 27, 2006)
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,196,840 January 9, 2007 (78/846,765 March 27, 2006)
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,196,842 January 9, 2007 (78/846,816 March 27, 2006)
PLANVIEW ENTERPRISE	U.S.	Planview, Inc.	Reg. No. 3,222,217 March 27, 2007 (78/846,846 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,224,708 April 3, 2007 (78/846,867 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,224,709 April 3, 2007 (78/846,908 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,196,843 January 9, 2007 (78/846,930 March 27, 2006)
PLANVIEW PRISMS	U.S.	Planview, Inc.	Reg. No. 3,222,220 March 27, 2007 (78/846,943 March 27, 2006)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 2,020,657 December 3, 1996 (75/019,261 November 15, 1995)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,242,401 May 15, 2007 (78/937,123 July 25, 2006)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,242,432 May 15, 2007 (78/938,030 July 26, 2006)

LIBC/5022883.7

Trademark	COUNTRY	OWNER	REG. NO. & DATE (SERIAL NO. & FILING DATE)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,233,492 April 24, 2007 (78/937,143 July 25, 2006)
PLANVIEW	U.S.	Planview, Inc.	Reg. No. 3,223,116 March 27, 2007 (78/937,167 July 25, 2006)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,936 May 19, 2009 (77/483,745 May 27, 2008)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,937 May 19, 2009 (77/483,801 May 27, 2008)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,938 May 19, 2009 (77/483,820 May 27, 2008)
PLANVIEW & Design	U.S.	Planview, Inc.	Reg. No. 3,621,939 May 19, 2009 (77/483,838 May 27, 2008)
BUSINESS ENGINE	U.S.	Planview, Inc.	Reg. No. 1,837,249 May 17, 1994  (SN 74,312171 September 9, 1992)
BUSINESS ENGINE	U.S.	Planview, Inc.	Reg. No. 1,827,924 March 22, 1994  (SN 74/312,168 September 9, 1992)
TAMING CHANGE	U.S.	Planview, Inc.	Reg. No. 3,932,145 March 15, 2011  (77/876,549 November 19, 2009)
PLANVIEW HORIZONS	U.S.	Planview, Inc.	Reg. No. 3,903,549 January 11, 2011  (85/037,855 May 13, 2010)
PLANVIEW OPENSUITE	U.S.	Planview, Inc.	Reg. No. 4,357,090 June 25, 2013  (85/733,711 September 20, 2012)

LIBC/5022883.7

Common Law Trademarks

None.

Trademarks Not Currently In Use

Trademarks with registration numbers 3232899, 3241775 and 3241776. The company is allowing them to expire or be cancelled.

LIBC/5022883.7

**RECORDED: 12/18/2013**

**TRADEMARK  
REEL: 005978 FRAME: 0938**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Projectplace International AB	USA	PROJECTPLACE	78453686/3049339	7/20/04	1/24/06
Projectplace International AB	USA	ToDo by Projectplace	86293133	5/28/14	
Projectplace International AB	USA	PROJECTPLACE (incl new logotype)	86167175	1/16/14	

DOC ID - 21573625.2

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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Trademark</b>	<b>Country</b>	<b>Application Serial #</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Registration Date</b>
TROUX	Australia	1108972	4/18/2006	1108972	4/18/2006
TROUX	China	5594496	9/8/2006	5594496	8/14/2009
TROUX	China	5594498	9/8/2006	5594498	10/14/2009
TROUX	China	5594497	9/8/2006	5594497	8/14/2010
TROUX	CTM	4743712	11/25/2005	4743712	4/20/2007
TROUX	Hong Kong	300711558	8/30/2006	300711558	8/30/2006
TROUX	India	1477849	8/10/2006	1477849	3/3/2012
TROUX	Japan	200675111	8/10/2006	5071269	8/17/2007
TROUX	Norway	200513012	11/24/2005	233516	6/23/2006
TROUX	Republic of Korea (South)	4520060002902	8/10/2006	450020561	7/12/2007
TROUX	Taiwan	(95)41130	8/11/2006	1252322	2/16/2007
TROUX	United States of America	78726940	10/5/2005	3707010	11/3/2009

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Trademark	Country	Application Serial #	Filing Date	Registration #	Registration Date
INNOTAS	US	3639162	06/16/2009	3639162	06/16/2009
INNOTAS INCORPORATED	US	29636400	08/18/2011	29636400	08/18/2011

DOC ID - 24675218.2