

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SABA SOFTWARE, INC.		05/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4088155	CENTRA	
Registration Number:	4774127		
Registration Number:	2525714	S	
Registration Number:	2580591	SABA	
Registration Number:	2672516	SABA.	
Registration Number:	2561557	SABA	
Registration Number:	3667164	SABA	
Registration Number:	4847082	SABA	
Registration Number:	2635901	SABA	
Registration Number:	2782150	SABA	
Registration Number:	4062916	S	
Registration Number:	4254701	SABA PEOPLE CLOUD	
Registration Number:	4845039	LEARNING@WORK	
Registration Number:	2545628	SABA SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	(212) 459-7115		

OP \$365.00 4088155

Email: TRoot@goodwinlaw.com
Correspondent Name: Troy Root
Address Line 1: c/o Goodwin Procter LLP
Address Line 2: 620 8th Avenue, 24th Floor
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 128995-258032

NAME OF SUBMITTER: Troy Root

SIGNATURE: /s/ Troy Root

DATE SIGNED: 05/04/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of May 1, 2017, by each signatory hereto listed under “**GRANTORS**” (each, a “Grantor”, and collectively, the “Grantors”), in favor of **GOLUB CAPITAL MARKETS LLC**, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 1, 2017, by and among Grantors, the other Loan Parties party thereto from time to time, Administrative Agent and the other Lenders party thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans to Borrower;

WHEREAS, as a condition to the availability of the Loans and other financial accommodations under the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantors execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of May 1, 2017, by and among Grantors, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, each Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks (other than any Excluded Property) of such Grantor, whether now owned or existing or hereafter acquired or arising, including without limitation the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement and/or Credit Agreement, as applicable.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing first priority security interest (subject to Permitted Encumbrances) in, and lien upon, all of such Grantor’s right, title and interest in and to the Trademarks (other than any Excluded Property) set forth on Schedule A hereto together with any goodwill associated therewith, and all proceeds and products thereof (the “Trademark Collateral”).

SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

RECORDATION. Each Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

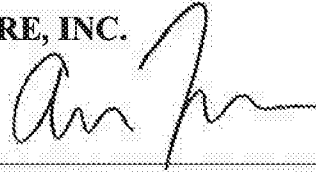
EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission (including, “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

[signature pages follow]

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

SABA SOFTWARE, INC.



By: _____

Name: Andrew Fishman

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Robert G. Tuhscherer

Title: Managing Director

Schedule A

Trademark Registrations and Applications

<u>Owner/Applicant</u>	<u>Registration Number and Date</u>	<u>Trademark</u>	<u>Case Number / Subcase Country Name</u>	<u>Status</u>
Saba Software, Inc.	4088155 January 17, 2012	CENTRA	058790.2260 United States of America	Registered 09 , 38 , 41 , 42
Saba Software, Inc.	4774127 July 14, 2015	DESIGN ONLY	058790.2400 United States of America	Registered 09, 35, 38, 41, 42
Saba Software, Inc.	818829 January 8, 2001	S DESIGN	058790.4010 Australia	Renewed 09 , 35 , 41 , 42
Saba Software, Inc.	TMA573382 January 10, 2003	S DESIGN	058790.4011 Canada	Registered 09 , 16 , 35 , 41 , 42 , 45
Saba Software, Inc.	001454289 February 26, 2001	S DESIGN	058790.4012 European Community	Renewed 09 , 16 , 35 , 41 , 42
Saba Software, Inc.	894536 June 29, 1999	S DESIGN	058790.4018 India	Renewed 09
Saba Software, Inc.	894537 December 27, 1999	S DESIGN	058790.4019 India	Renewed 16
Saba Software, Inc.	133607 April 03, 2001	S DESIGN	058790.5010 Israel	Renewed 09
Saba Software, Inc.	133608 December 29, 1999	S DESIGN	058790.5011 Israel	Renewed 35
Saba Software, Inc.	133609 February 5, 2001	S DESIGN	058790.5012 Israel	Renewed 41
Saba Software, Inc.	133610 April 03, 2001	S DESIGN	058790.5013 Israel	Renewed 42
Saba Software, Inc.	658962 June 16, 2000	S DESIGN	058790.5015 Mexico	Renewed 09
Saba Software, Inc.	691893 March 28, 2001	S DESIGN	058790.5016 Mexico	Registered 35
Saba Software, Inc.	673064 September 29, 2000	S DESIGN	058790.5017 Mexico	Renewed 41
Saba Software, Inc.	655814 May 29, 2000	S DESIGN	058790.5018 Mexico	Renewed 42
Saba Software, Inc.	606028 June 29, 1999	S DESIGN	058790.5019 New Zealand	Registered 09
Saba Software, Inc.	606029 June 29, 1999	S DESIGN	058790.6010 New Zealand	Renewed 35

<u>Owner/Applicant</u>	<u>Registration Number and Date</u>	<u>Trademark</u>	<u>Case Number / Subcase Country Name</u>	<u>Status</u>
Saba Software, Inc.	606030 June 29, 1999	S DESIGN	058790.6011 New Zealand	Renewed 41
Saba Software, Inc.	606031 June 29, 1999	S DESIGN	058790.6012 New Zealand	Registered 42
Saba Software, Inc.	206433 January 11, 2001	S DESIGN	058790.6013 Norway	Renewed 09 , 35 , 41 , 42
Saba Software, Inc.	T9915427A June 29, 1999	S DESIGN	058790.6014 Singapore	Renewed 42
Saba Software, Inc.	T9915426C June 29, 1999	S DESIGN	058790.6016 Singapore	Renewed 09
Saba Software, Inc.	486467 August 7, 2001	S DESIGN	058790.6015 Switzerland	Renewed 09 , 35 , 41 , 42
Saba Software, Inc.	2525714 January 1, 2002	S DESIGN	058790.2010 United States of America	Registered 09 , 41 , 42
Saba Software, Inc.		SABA	058790.4304 Brazil	Pending Application No. 831027517 38
Saba Software, Inc.	830999213 July 29, 2014	SABA	058790.4305 Brazil	Registered 42
Saba Software, Inc.	826097030 September 16, 2008	SABA	058790.5033 Brazil	Registered 09
Saba Software, Inc.	943745 November 20, 2001	SABA	058790.4030 Chile	Renewed 42
Saba Software, Inc.	1730113 March 14, 2002	SABA	058790.4038 China (People's Republic)	Renewed 09
Saba Software, Inc.	2018296 September 7, 2004	SABA	058790.4039 China (People's Republic)	Registered 42
Saba Software, Inc.	9304245 September 7, 2012	SABA	058790.4307a China (People's Republic)	Registered 09
Saba Software, Inc.	9304244 April 28, 2012	SABA	058790.4307b China (People's Republic)	Registered 38
Saba Software, Inc.	9304243 August 14, 2014	SABA	058790.4307c China (People's Republic)	Registered 41
Saba Software, Inc.	002265668 June 8, 2006	SABA	058790.4220 European Community	Renewed 09 , 42
Saba Software, Inc.	200200402 January 11, 2002	SABA	058790.4031 Hong Kong	Renewed 09
Saba Software, Inc.	200200403 January 11, 2002	SABA	058790.4032 Hong Kong	Renewed 42

<u>Owner/Applicant</u>	<u>Registration Number and Date</u>	<u>Trademark</u>	<u>Case Number / Subcase Country Name</u>	<u>Status</u>
Saba Software, Inc.	450007417 May 12, 2003	SABA	058790.5032 Korea, Republic of	Renewed 09, 41, 42
Saba Software, Inc.	728543 December 14, 2001	SABA	058790.4037 Mexico	Registered 42
Saba Software, Inc.	621262 April 5, 2001	SABA	058790.4035 New Zealand	Renewed 09
Saba Software, Inc.	621263 April 5, 2001	SABA	058790.4036 New Zealand	Renewed 42
Saba Software, Inc.	T0021383A December 13, 2000	SABA	058790.4033 Singapore	Registered 09
Saba Software, Inc.	T0021384Z December 13, 2000	SABA	058790.4034 Singapore	Registered 42
Saba Software, Inc.	2580591 June 18, 2002	SABA	058790.2030 United States of America	Renewed 09 , 41 , 42
Saba Software, Inc.	2672516 January 07, 2003	SABA	058790.2060 United States of America	Renewed 41 , 42
Saba Software, Inc.	2561557 April 16, 2002	SABA	058790.2220 United States of America	Renewed 42
Saba Software, Inc.	3667164 August 11, 2009	SABA	058790.2270 United States of America	Registered 09 , 38 , 41 , 42
Saba Software, Inc.	4847082 November 3, 2015	SABA and Design	058790.2410 United States of America	Registered 09, 35, 38, 41, 42
Saba Software, Inc.	T0104576B March 29, 2001	SABA (CHINESE CHARACTERS)	058790.5030 Singapore	Renewed 09
Saba Software, Inc.	T0104577J March 29, 2001	SABA (CHINESE CHARACTERS)	058790.5031 Singapore	Renewed 42
Saba Software, Inc.	2635901 October 15, 2002	SABA (STYLIZED)	058790.2050 United States of America	Renewed 09 , 41 , 42
Saba Software, Inc.	819188 January 12, 2001	SABA AND DESIGN	058790.4020 Australia	Renewed 35 , 41 , 42
Saba Software, Inc.	TMA573458 January 13, 2003	SABA AND DESIGN	058790.4021 Canada	Registered 35 , 41 , 42 , 45
Saba Software, Inc.	3524428 December 04, 2008	SABA AND DESIGN	058790.5020 European Community	Registered 09 , 42
Saba Software, Inc.	989036 February 08, 2001	SABA AND DESIGN	058790.4026 India	Renewed 09
Saba Software, Inc.	141369 August 27, 2000	SABA AND DESIGN	058790.4027 Israel	Renewed 09
Saba Software, Inc.	141370 September 05, 2001	SABA AND DESIGN	058790.4028 Israel	Renewed 42

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Saba Software, Inc.	4519285 November 2, 2001	SABA AND DESIGN	058790.4024 Japan	Renewed 09 , 35 , 41 , 42
Saba Software, Inc.	735875 February 28, 2002	SABA AND DESIGN	058790.4029 Mexico	Registered 09
Saba Software, Inc.	2782150 November 11, 2003	SABA AND DESIGN	058790.2020 United States of America	Renewed 09 , 35 , 41 , 42
Saba Software, Inc.	830999949 July 29, 2014	SABA logo	058790.4301 Brazil	Registered 09
Saba Software, Inc.	830999930 July 29, 2014	SABA logo	058790.4302 Brazil	Registered 38
Saba Software, Inc.	831062100 July 29, 2014	SABA logo	058790.4303 Brazil	Registered 42
Saba Software, Inc.	9304246 June 14, 2012	SABA logo	058790.4306d China (People's Republic)	Registered 42
Saba Software, Inc.	4062916 November 29, 2011	SABA logo	058790.2301 United States of America	Registered 09 , 38 , 42
Saba Software, Inc.	4254701 December 4, 2012	SABA PEOPLE CLOUD	058790.2310 United States of America	Registered 09 , 42
Saba Software, Inc.	4845039 November 3, 2015	LEARNING@WORK	058790.2420 United States of America	Registered 42
Saba Software, Inc.	801182 February 9, 2001	SABA SOFTWARE	058790.4040 Australia	Renewed 09 , 42
Saba Software, Inc.	TMA587001 August 12, 2003	SABA SOFTWARE	058790.4041 Canada	Registered 09 , 35 , 41 , 42
Saba Software, Inc.	001262062 January 23, 2001	SABA SOFTWARE	058790.4042 European Community	Renewed 09 , 42
Saba Software, Inc.	870460 August 09, 1999	SABA SOFTWARE	058790.4043 India	Renewed 09
Saba Software, Inc.	4526015 November 30, 2001	SABA SOFTWARE	058790.4044 Japan	Renewed 09 , 35 , 41 , 42
Saba Software, Inc.	214783 June 27, 2002	SABA SOFTWARE	058790.4045 Norway	Renewed 42
Saba Software, Inc.	469658 February 18, 2000	SABA SOFTWARE	058790.4046 Switzerland	Renewed 09 , 42
Saba Software, Inc.	2545628 March 12, 2002	SABA SOFTWARE	058790.2040 United States of America	Renewed 09 , 41 , 42

TRADEMARK

RECORDED: 05/04/2017

REEL: 006049 FRAME: 0980