

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC Lending, LLC		05/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Saba Software, Inc.		
Street Address:	2400 Bridge Parkway		
City:	Redwood Shores		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4088155	CENTRA	
Serial Number:	86322027		
Registration Number:	2525714	S	
Registration Number:	2580591	SABA	
Registration Number:	2672516	SABA.	
Registration Number:	2561557	SABA	
Registration Number:	3667164	SABA	
Serial Number:	86322031	SABA	
Registration Number:	2635901	SABA	
Registration Number:	2782150	SABA	
Registration Number:	4062916	S	
Registration Number:	4254701	SABA PEOPLE CLOUD	
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		
Email:	TRoot@goodwinlaw.com		
TRADEMARK			

OP \$340.00 4088155

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: 05/03/2017

Total Attachments: 3

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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this "Release") is dated as of May 1, 2017, by TC LENDING, LLC, a Delaware limited liability company, in its role as collateral agent (in such capacity, the "Grantee"), in favor of SABA SOFTWARE, INC., a Delaware corporation with an address at 2400 Bridge Parkway, Redwood Shores, CA 94065 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Grant of a Security Interest – Trademarks made by Grantor in favor of Grantee, dated March 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Grantee was granted a continuing security interest in and to all of Grantor's right, title and interest in and to the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto, and all goodwill associated therewith (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded on April 1, 2015 at the United States Patent and Trademark Office at Reel 5489, Frame 0325;

WHEREAS, pursuant to the Payoff Letter, dated as of May 1, 2017, by and between, among others, the Grantee and the Grantor, the Grantee has requested and the Grantor has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

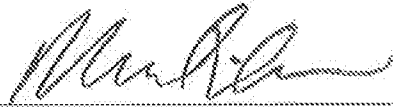
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby, in each case, without representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement and the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and to the Trademark Collateral, including the goodwill of the business symbolized by the Trademark Collateral. The Grantee hereby authorizes the Grantor, and any of its designees, to file this Release and other necessary filings with the United States Patent and Trademark Office, and shall take all further actions (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by and at the sole expense of the Grantor, to effect the release and termination of the security interest in the Trademark Collateral and of the Trademark Security Agreement contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

TC LENDING, LLC,
as Grantee

By:  _____

Name: Michael Fishman

Title: Co-Chief Executive Officer

[Trademark Release (Saba Software)]

TRADEMARK
REEL: 006051 FRAME: 0297

SCHEDULE A

<u>Owner/Applicant</u>	<u>Registration Number and Date</u>	<u>Trademark</u>	<u>Status</u>
Saba Software, Inc.	4088155 January 17, 2012	CENTRA	Registered 09 , 38 , 41 , 42
Saba Software, Inc.		DESIGN ONLY	Pending Application No.: 86322027
Saba Software, Inc.	2525714 January 1, 2002	S DESIGN	Registered 09 , 41 , 42
Saba Software, Inc.	2580591 June 18, 2002	SABA	Renewed 09 , 41 , 42
Saba Software, Inc.	2672516 January 07, 2003	SABA	Registered 41 , 42
Saba Software, Inc.	2561557 April 16, 2002	SABA	Renewed 42
Saba Software, Inc.	3667164 August 11, 2009	SABA	Registered 09 , 38 , 41 , 42
Saba Software, Inc.		SABA	Pending Application No.: 86322031
Saba Software, Inc.	2635901 October 15, 2002	SABA (STYLIZED)	Registered 09 , 41 , 42
Saba Software, Inc.	2782150 November 11, 2003	SABA AND DESIGN	Registered 09 , 35 , 41 , 42
Saba Software, Inc.	4062916 November 29, 2011	SABA logo	Registered 09 , 38 , 42
Saba Software, Inc.	4254701 December 4, 2012	SABA PEOPLE CLOUD	Registered 09 , 42
Saba Software, Inc.	2545628 March 12, 2002	SABA SOFTWARE	Renewed 41 , 42