

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AB PRIVATE CREDIT INVESTORS LLC, AS ADMINISTRATIVE AGENT		05/24/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMARTBEAR SOFTWARE INC.		
<b>Street Address:</b>	450 Artisan Way		
<b>City:</b>	Somerville		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02145		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4745057	ALERTSITE UXM	
<b>Registration Number:</b>	4691380	SMARTBEAR	
<b>Registration Number:</b>	4745058	ALERTSITE UXM SYNTHETIC	
<b>Registration Number:</b>	4783464	READY! API	
<b>Registration Number:</b>	4783534	SERVICEV	
<b>Registration Number:</b>	4731597	LOADCOMPLETE	
<b>Registration Number:</b>	3833605	ALERTSITE	
<b>Registration Number:</b>	3593132	CODE COLLABORATOR	
<b>Registration Number:</b>	4826649	AQTIME PRO	
<b>Registration Number:</b>	4812892	COLLABORATOR	
<b>Registration Number:</b>	4812184	LOADUI	
<b>Registration Number:</b>	4821887	LOADUI PRO	
<b>Registration Number:</b>	4812650	QACOMPLETE	
<b>Registration Number:</b>	4821885	SOAPUI NG PRO	
<b>Registration Number:</b>	4812654	TESTCOMPLETE	
<b>Registration Number:</b>	4826094	DEJAClick	
<b>Registration Number:</b>	4812180	SOAPUI	
<b>Registration Number:</b>	4866618	SWAGGER	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3209834	CODEREVIEWER
Registration Number:	3975253	TRUESCREEN
Registration Number:	5115466	SWAGGERHUB
Registration Number:	4893553	VIRTSERVER
Registration Number:	4980971	SWAGGER API
Registration Number:	4893126	LOADUI NG PRO
Registration Number:	4943300	SECURE PRO
Serial Number:	86732119	SWAGGER HUB
Serial Number:	86301968	ALERTSITE UXM REAL
Serial Number:	86301971	ALERTSITE UXM LOAD
Serial Number:	86419417	VIRTHUB
Serial Number:	86698311	LOADCOMPLETE

**CORRESPONDENCE DATA**

Fax Number: 6175269899

*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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	17813 / 003
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/25/2017

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "**Termination and Release**") is granted as of May 24, 2017 by **AB PRIVATE CREDIT INVESTORS LLC**, a Delaware limited liability company, as Administrative Agent (the "**Grantee**"), in favor of **SMARTBEAR SOFTWARE INC.**, a Delaware corporation ("**Grantor**"). Capitalized terms used but not otherwise defined in this Termination and Release shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

**WHEREAS**, Reference is made to (i) the Credit Agreement dated as of December 30, 2015 (as amended, restated, supplemented or otherwise modified to the date hereof, the "**Credit Agreement**"), by and among Grantor, Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time; (ii) the Security Agreement, dated as of December 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, Grantee and the other Persons party thereto as "Grantors" thereunder, and (iii) the Trademark Security Agreement dated as of December 30, 2015, made by Grantor in favor of Grantee (the "**Trademark Security Agreement**").

**WHEREAS**, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on December 30, 2015, at Reel 5698, Frame 0980;

**WHEREAS**, the Grantor has requested that the Grantee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantee in, to and under all of the Trademark Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Grantor has requested that the Grantee provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Trademark Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby:

1. releases, terminates and discharges all liens and security interests in, and reassigns to the Grantor all right, title and interest to and under the Trademark Collateral, including, without limitation, those Trademark registrations and Trademark applications identified in Schedule 1 hereto;
2. authorizes and requests that this Termination and Release be recorded at the United States Patent and Trademark Office; and
3. agrees that it shall, and at Grantor's, or its respective successor's or assign's, reasonable request, execute, acknowledge and deliver to Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

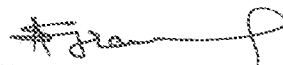
THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Administrative Agent

By: \_\_\_\_\_



Name: SHISHIR AGRAWAL

Title: VICE PRESIDENT

[Signature Page to Termination and Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006068 FRAME: 0221**

SCHEDULE I  
TO  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>(App. No.)/ Reg. No.</u></b>	<b><u>(Filing Date)/ Date Issued</u></b>
SmartBear Software Inc.	ALERTSITE UXM	United States	4745057	5/26/2015
SmartBear Software Inc.	SMARTBEAR	United States	4691380	2/24/2015
SmartBear Software Inc.	ALERTSITE UXM SYNTHETIC	United States	4745058	5/26/2015
SmartBear Software Inc.	READY! API	United States	4783464	7/28/2015
SmartBear Software Inc.	SERVICEV	United States	4783534	7/28/2015
SmartBear Software Inc.	LOADCOMPLETE	United States	4731597	5/5/2015
SmartBear Software Inc.	ALERTSITE	United States	3833605	8/17/2010
SmartBear Software Inc.	CODE COLLABORATOR	United States	3593132	3/17/2009
SmartBear Software Inc.	AQTIME PRO	United States	4826649	10/6/2015
SmartBear Software Inc.	COLLABORATOR	United States	4812892	9/15/2015
SmartBear Software Inc.	LOADUI	United States	4812184	9/15/2015
SmartBear Software Inc.	LOADUI PRO	United States	4821887	9/29/2015
SmartBear Software Inc.	QACOMPLETE	United States	4812650	9/15/2015
SmartBear Software Inc.	SOAPUI NG PRO	United States	4821885	9/29/2015
SmartBear Software Inc.	TESTCOMPLETE	United States	4812654	9/15/2015
SmartBear Software Inc.	DEJACLICK	United States	4826094	10/6/2015
SmartBear Software Inc.	SOAPUI	United States	4812180	9/15/2015
SmartBear Software Inc.	SWAGGER	United States	4866618	12/8/2015
SmartBear Software Inc.	CODEREVIEWER	United States	3209834	2/13/2007
SmartBear Software Inc.	TRUESCREEN	United States	3975253	6/7/2011
SmartBear Software Inc.	SWAGGERHUB	United States	5115466	1/3/2017
SmartBear Software Inc.	VIRTSERVER	United States	4893553	1/26/2016
SmartBear Software Inc.	SWAGGER API	United States	4980971	6/21/2016
SmartBear Software Inc.	LOADUI NG PRO	United States	4893126	1/26/2016
SmartBear Software Inc.	SECURE PRO	United States	4943300	4/19/2016

**FOREIGN TRADEMARK REGISTRATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	LOADUI NG PRO	Europe	14425995	11/27/2015
SmartBear Software Inc.	ALERTSITE UXM	Europe	13468798	4/7/2015
SmartBear Software Inc.	ALERTSITE UXM SYNTHETIC	Europe	13468848	4/17/2015
SmartBear Software Inc.	ALERTSITE UXM REAL	Europe	13469011	4/17/2015
SmartBear Software Inc.	ALERTSITE UXM LOAD	Europe	13469127	4/17/2015
SmartBear Software Inc.	READY! API SUITE	Europe	13469143	4/17/2015
SmartBear Software Inc.	READY! API	Europe	13469176	4/17/2015
SmartBear Software Inc.	R!A	Europe	13469184	9/7/2015
SmartBear Software Inc.	VIRTSERVER	Europe	13469192	4/17/2015
SmartBear Software Inc.	VIRTHUB	Europe	13469226	4/17/2015
SmartBear Software Inc.	SERVICEV	Europe	13469267	4/17/2015
SmartBear Software Inc.	SOAPUI NG PRO	Europe	14426001	11/30/2015
SmartBear Software Inc.	LOADUI	Europe	14434476	12/11/2015
SmartBear Software Inc.	SOAPUI	Europe	14434468	12/4/2015

**U.S. TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	SWAGGER HUB	United States	(86732119)	(8/20/2015)
SmartBear Software Inc.	ALERTSITE UXM REAL	United States	(86301968)	(6/5/2014)
SmartBear Software Inc.	ALERTSITE UXM LOAD	United States	(86301971)	(6/5/2014)
SmartBear Software Inc.	VIRTHUB	United States	(86419417)	(10/9/2014)
SmartBear Software Inc.	LOADCOMPLETE	United States	(86698311)	(7/20/2015)

**FOREIGN TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>(App. No.)/ Reg. No.</u>	<u>(Filing Date)/ Date Issued</u>
SmartBear Software Inc.	SMARTBEAR	Europe	(13468814)	(11/18/2014)
SmartBear Software Inc.	ALERTSITE	Europe	(14442222)	(8/4/2015)
SmartBear Software Inc.	QACOMPLETE	Europe	(14442206)	(8/4/2015)
SmartBear Software Inc.	SWAGGER	Europe	(14730964)	(10/26/2015)