

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jive Software, Inc.		06/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TC Lending, LLC		
Street Address:	301 Commerce Street		
Internal Address:	Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4890092	WORK BETTER TOGETHER	
Registration Number:	4614381	JIVE PRESENT	
Registration Number:	4369079	JIVE	
Registration Number:	4064830	JIVE GENIUS	
Registration Number:	4238349	THE NEW WAY TO BUSINESS	
Registration Number:	4077357	OPENFIRE	
Registration Number:	2615145	JIVE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	079464-0096		
NAME OF SUBMITTER:	Scott Kareff (079464-0096)		

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SIGNATURE:	/kc for sk/
DATE SIGNED:	06/12/2017
Total Attachments: 3 source=Jive - Grant of a Security Interest - Trademarks#page1.tif source=Jive - Grant of a Security Interest - Trademarks#page2.tif source=Jive - Grant of a Security Interest - Trademarks#page3.tif	

EXECUTION VERSION

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Jive Software, Inc. and certain of its Subsidiaries (each individually a "Grantor" and collectively the "Grantors") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated June 12, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TC Lending, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

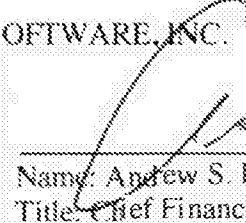
The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 12, 2017.

JIVE SOFTWARE, INC.

By:


Name: Andrew S. Price
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Jive Software, Inc.	USA	JIVEWORKS	87186869	09/28/2016	N/A	None
Jive Software, Inc.	USA	JIVE WORKGRAPH	87322921	02/02/2017	N/A	None
Jive Software, Inc.	USA	JIVE CHIME	86827949	11/20/2015	N/A	None
Jive Software, Inc.	USA	JIVE WORKHUB	86873462	01/12/2016	N/A	None

Trademark Registrations

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Jive Software, Inc.	USA	WORK BETTER TOGETHER	4890092	04/18/2014	01/19/2016	None
Jive Software, Inc.	USA	JIVE PRESENT	4614381	11/21/2012	09/30/2014	None
Jive Software, Inc.	USA	JIVE	4369079	05/25/2011	07/16/2013	None
Jive Software, Inc.	USA	JIVE GENIUS	4064830	04/08/2011	11/29/2011	None
Jive Software, Inc.	USA	THE NEW WAY TO BUSINESS	4238349	02/18/2011	11/06/2012	None
Jive Software, Inc.	USA	OPENFIRE	4077357	03/02/2007	12/27/2011	None
Jive Software, Inc.	USA	JIVE	2615145	11/23/2001	09/03/2002	None