OP \$40.00 5079414

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM433268

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	First Lien Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Embarcadero Technologies, Inc.		06/29/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent	
Street Address:	520 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	Bank: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	5079414	THINGCONNECT	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/30/2017

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of June 29, 2017 (this "<u>Trademark Security Agreement</u>"), is made by each Pledgor that is a signatory hereto, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "<u>Collateral Agent</u>") pursuant to that certain Amended and Restated First Lien Credit Agreement, dated as of June 29, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among Idera, Inc., a Texas corporation (the "<u>Borrower</u>"), TA Buckeye Intermediate Corporation, a Delaware corporation ("<u>Holdings</u>"), certain subsidiaries of Holdings from time to time party thereto, each of the other Guarantors party thereto, the Lenders party thereto and the several agents party thereto, including the Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, the Pledgors are party to that certain First Lien Security Agreement, dated as of October 9, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "<u>Trademark Collateral</u>"):
- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto;
 - (b) all Goodwill associated with such Trademarks; and
 - (c) all Proceeds of any and all of the foregoing.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the aggregate Commitments and the full payment and performance of the Secured Obligations (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and the expiration or termination of all Letters of Credit (other than Letters of Credit that have been cash collateralized or backstopped in accordance with the Credit Agreement), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

EMBARCADERO TECHNOLOGIES, INC.,

a Delaware corporation

Name: Trey Chambers

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (First Lien)]

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent

By:

Name J Paul McDonnell Title: Managing Director

[Signature Page to Trademark Security Agreement (First Lien)]

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

			Appl. No.	
	Owner	Trademark	Filing Date	Reg. No. Reg. Date
1.	Embarcadero Technologies, Inc.	THINGCONNECT	86774469	5079414
	_		09/30/2015	11/08/2016

TRADEMARK REEL: 006095 FRAME: 0555

RECORDED: 06/30/2017