

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433573

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACTIAN CORPORATION		06/30/2017	Corporation: DELAWARE
PERVASIVE SOFTWARE INC.		06/30/2017	Corporation: DELAWARE
PARACCEL LLC		06/30/2017	Limited Liability Company: DELAWARE
VERSANT CORPORATION		06/20/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	VIRTUS GROUP, LP
Street Address:	3300 N INTERSTATE 35
Internal Address:	SUITE 350
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78705
Entity Type:	Limited Partnership: TEXAS

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4412350	A
Registration Number:	4804316	A
Registration Number:	4451787	ACTIAN
Registration Number:	4380683	ACTIAN
Registration Number:	4731211	ACTIAN ANALYTICS PLATFORM
Registration Number:	4235445	ACTION APPS
Registration Number:	4641552	ACTION METHODOLOGY
Registration Number:	2196949	AUDITMASTER
Registration Number:	2905114	AUDITMASTER
Registration Number:	1786633	BTRIEVE
Registration Number:	2545778	CHANNELINX
Registration Number:	1551734	DATA JUNCTION
Registration Number:	2615666	FASTOBJECTS
Registration Number:	1805856	INGRES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2226681	OPENROAD
Registration Number:	4298441	PARACCEL
Registration Number:	2516028	PERVASIVE
Registration Number:	2680582	PERVASIVE
Registration Number:	2928856	PERVASIVE
Registration Number:	2991844	PERVASIVE
Registration Number:	3590202	PERVASIVE DATA CLOUD
Registration Number:	2296316	PERVASIVE SOFTWARE
Registration Number:	2273698	PERVASIVE SOFTWARE
Registration Number:	2306518	PERVASIVE.SQL
Registration Number:	4431852	VECTORWISE
Registration Number:	1649354	VERSANT
Registration Number:	2378255	WEBDI
Serial Number:	86162211	ACCELERATING BIG DATA 2.0
Serial Number:	86162221	ACTIAN ANALYTICS DATABASE - MATRIX
Serial Number:	87354979	ACTIVATE YOUR DATA
Serial Number:	86162217	BIG DATA FOR THE REST OF US

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: KING & SPALDING

Address Line 1: 100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18876 - 015112

NAME OF SUBMITTER: Vicky Bantug

SIGNATURE: /Vicky Bantug/

DATE SIGNED: 07/01/2017

Total Attachments: 8

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page1.tif

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page2.tif

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page3.tif

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page4.tif

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page5.tif

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page6.tif

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page7.tif

source=GSO_Actian - Executed Trademark Security Agreement (6.30.17)#page8.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 30, 2017, by ACTIAN CORPORATION, PARACCEL LLC, PERVASIVE SOFTWARE INC. and VERSANT SOFTWARE LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of VIRTUS GROUP, LP, not in its individual capacity but solely in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H :

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, restated, 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. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Grant of Security Interest in Trademark Collateral. 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, other than Excluded Assets):

Trademarks of such Pledgor listed on Schedule I attached hereto;

all Goodwill associated with such Trademarks; and

all Proceeds of any and all of the foregoing.

Security Agreement. 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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 unless the Collateral Agent shall otherwise determine.

Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall 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.


Counterparts. 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.

[signature page follows]

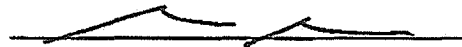
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACTIAN CORPORATION


By: 
Name: Gregg Hampton
Title: Chief Financial Officer

PERVASIVE SOFTWARE INC.

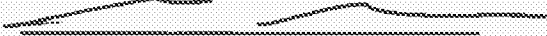
By: 
Name: Gregg Hampton
Title: President, Chief Financial Officer and
Treasurer

PARACCEL LLC,
a Delaware limited liability company

By: Actian Corporation, a Delaware corporation
its member

By: 
Name: Gregg Hampton
Title: Chief Financial Officer

VERSANT SOFTWARE LLC

By: 
Name: Gregg Hampton
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

#	Country	Mark	Appl./Reg. Number	Filing Reg. Date	Owner/ Status
1	United States of America	A (Stylized)	Appl. No. 85/980022 Reg. No. 4412350	Filing Date 09/21/2011 Reg. Date 10/01/2013	Action Corporation/ Registered
2	United States of America	A (Stylized)	Appl. No. 85/428059 Reg. No. 4804316	Filing Date 09/21/2011 Reg. Date 09/01/2015	Action Corporation/ Registered
3	United States of America	Accelerating Big Data 2.0	Appl. No. 86/162211	Filing Date 01/10/2014	Action Corporation/ Allowed
4	United States of America	Action	Appl. No. 85/427745 Reg. No. 4451787	Filing Date 09/21/2011 Reg. Date 12/17/2013	Action Corporation/ Registered
5	United States of America	Action & Design	Appl. No. 85/428056 Reg. No. 4380683	Filing Date 09/21/2011 Reg. Date 08/06/2013	Action Corporation/ Registered
6	United States of America	Action Analytics Database - Matrix	Appl. No. 86/162221	Filing Date 01/10/2014	Action Corporation/ Allowed
7	United States of America	Action Analytics Platform	Appl. No. 86/389749 Reg. No. 4731211	Filing Date 09/09/2014 Reg. Date 05/05/2015	Action Corporation/ Registered
8	United States of America	Action Apps	Appl. No. 85/977572 Reg. No. 4235445	Filing Date 09/21/2011 Reg. Date 10/30/2012	Action Corporation/ Registered
9	United States of America	Action Methodology	Appl. No. 85/526498 Reg. No. 4641552	Filing Date 1/26/2012 Reg. Date 11/18/2014	Action Corporation/ Registered
10	United States of America	Activate Your Data	Appl. No. 87/354979	Filing Date 03/01/2017	Action Corporation/ Pending
11	United States of America	Auditmaster	Appl. No. 75/149005 Reg. No. 2196949	Filing Date 08/12/1996 Reg. Date 10/20/1998	Action Corporation/ Registered
12	United States of America	Auditmaster	Appl. No. 78/324398 Reg. No. 2905114	Filing Date 11/06/2003 Reg. Date 11/23/2004	Action Corporation/ Registered

#	Country	Mark	Appl./Reg. Number	Filing Reg. Date	Owner/Status
13	United States of America	Big Data For The Rest Of Us	Appl. No. 86/162217	Filing Date 01/10/2014	Action Corporation/ Allowed
14	United States of America	BTRIEVE	Appl. No. 74/342540 Reg. No. 1786633	Filing Date 12/22/1992 Reg. Date 08/10/1993	Action Corporation/ Registered
15	United States of America	CHANNELINX and design	Appl. No. 75/818223 Reg. No. 2545778	Filing Date 10/08/1999 Reg. Date 03/12/2002	Action Corporation/ Registered
16	United States of America	DATA JUNCTION (stylized)	Appl. No. 73/763291 Reg. No. 1551734	Filing Date 11/14/1988 Reg. Date 08/15/1989	Action Corporation/ Registered
17	United States of America	FASTOBJECTS	Appl. No. 75/657516 Reg. No. 2615666	Filing Date 03/10/1999 Reg. Date 09/03/2002	Action Corporation/ Registered
18	United States of America	INGRES	Appl. No. 74/288104 Reg. No. 1805856	Filing Date 06/25/1992 Reg. Date 11/23/1993	Action Corporation/ Registered
19	United States of America	OPENROAD	Appl. No. 75/269962 Reg. No. 2226681	Filing Date 04/04/1997 Reg. Date 02/23/1999	Action Corporation/ Registered
20	United States of America	PARACCEL	Appl. No. 77/835343 Reg. No. 4298441	Filing Date 09/25/2009 Reg. Date 03/05/2013	ParAccel LLC/ Registered
21	United States of America	PERVASIVE	Appl. No. 75/408499 Reg. No. 2516028	Filing Date 12/18/1997 Reg. Date 12/11/2001	Pervasive Software Inc./ Registered
22	United States of America	PERVASIVE	Appl. No. 76/382230 Reg. No. 2680582	Filing Date 03/13/2002 Reg. Date 01/28/2003	Pervasive Software Inc./ Registered
23	United States of America	PERVASIVE	Appl. No. 78/347942 Reg. No. 2928856	Filing Date 01/05/2004 Reg. Date 03/01/2005	Pervasive Software Inc./ Registered
24	United States of America	PERVASIVE (stylized)	Appl. No. 78/353306 Reg. No. 2991844	Filing Date 01/16/2004 Reg. Date 09/06/2005	Pervasive Software Inc./ Registered
25	United States of America	PERVASIVE DATA CLOUD	Appl. No. 77/431340 Reg. No. 3590202	Filing Date 03/25/2008 Reg. Date 03/17/2009	Pervasive Software Inc./ Registered
26	United States of America	PERVASIVE SOFTWARE	Appl. No. 75/107416 Reg. No. 2296316	Filing Date 05/21/1996 Reg. Date 11/30/1999	Pervasive Software Inc./ Registered

#	Country	Mark	Appl./Reg. Number	Filing Reg. Date	Owner/ Status
27	United States of America	PERVASIVE SOFTWARE	Appl. No. 75/408498 Reg. No. 2273698	Filing Date 12/18/1997 Reg. Date 08/31/1999	Pervasive Software Inc./ Registered
28	United States of America	PERVASIVE. SQL	Appl. No. 75/419294 Reg. No. 2306518	Filing Date 01/16/1998 Reg. Date 01/04/2000	Pervasive Software Inc./ Registered
29	United States of America	Vectorwise	Appl. No. 85/877947 Reg. No. 4431852	Filing Date 03/15/2013 Reg. Date 11/12/2013	Action Corporation/ Registered
30	United States of America	VECTORWISE & Design	Appl. No. 79/088378 Reg. No. 3995942	Filing Date 08/04/2010 Reg. Date 07/19/2011	Action Corporation/ Registered
31	United States of America	VERSANT	Appl. No. 74/073736 Reg. No. 1649354	Filing Date 06/28/1990 Reg. Date 07/02/1991	Versant Software LLC/ Registered
32	United States of America	WEBDI and Design	Appl. No. 75/605155 Reg. No. 2378255	Filing Date 12/14/1998 Reg. Date 08/15/2000	Pervasive Software Inc./ Registered