

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM437839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CollabNet, Inc.		08/03/2017	Corporation: DELAWARE
VersionOne, Inc.		08/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5144852	QUALITY AT SPEED	
<b>Serial Number:</b>	86924607	EVENTQ	
<b>Serial Number:</b>	86924642	EVENTQ	
<b>Registration Number:</b>	4313954	CLOUDFORGE	
<b>Registration Number:</b>	4313955	CLOUDFORGE	
<b>Registration Number:</b>	4127903	CODESION	
<b>Registration Number:</b>	3934874	TEAMFORGE	
<b>Registration Number:</b>	3934875	TEAMFORGE	
<b>Registration Number:</b>	3425969	SCRUMWORKS	
<b>Registration Number:</b>	3411557	COLLABNET	
<b>Registration Number:</b>	3411554	COLLABNET	
<b>Registration Number:</b>	3411555	COLLABNET	
<b>Registration Number:</b>	3411556	COLLABNET	
<b>Registration Number:</b>	3215006	COLLABNET	
<b>Registration Number:</b>	2591636	COLLABNET	
<b>Registration Number:</b>	4677723	STATE OF AGILE	
<b>Registration Number:</b>	4677544	AGILESHERPA	
<b>Registration Number:</b>	4677546	AGILEPALOOZA	

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Property Type	Number	Word Mark
Registration Number:	4677545	AGILELIVE
Registration Number:	4677548	AGILE CHRONICLES
Registration Number:	4408553	TEAMROOM
Registration Number:	3904185	AGILE MADE EASIER
Registration Number:	3860512	V1
Registration Number:	3401588	VERSIONONE
Registration Number:	3401589	V1 VERSIONONE

#### CORRESPONDENCE DATA

**Fax Number:** 2123037064

*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:** 212.318.6824

**Email:** christinedionne@paulhastings.com

**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP

**Address Line 1:** 200 Park Avenue, 28th Floor

**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	73896.00234
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	08/03/2017

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of August, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CollabNet Holdings, Inc., as parent ("Parent"), CollabNet, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 3, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are party to the Guaranty and Security Agreement and are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, and to induce the Lender Group and Bank Products Providers to enter into the Credit Agreement, and to induce the Lender Group and Bank Products Group to make their respective extensions of credit to the Borrower thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except for Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks including those referred to on Schedule I;

(b) all right, title and interest, in and to the applications and registrations therefore, and all renewals thereof, together with the goodwill of the business symbolized thereby, and with respect to intent-to-use based trademark applications, that part of the business to which the intent-to-use based trademark application pertains; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark, including the right to receive damages.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademark application or registered trademarks or become entitled to the benefit of any trademark application or trademark registration, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademark rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW AND JURISDICTION AND WAIVER OF JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**COLLABNET, INC.**

By: 

Name: Amir Ameri

Title: Chief Financial Officer and Secretary

**VERSIONONE, INC.**

By: 

Name: Amir Ameri

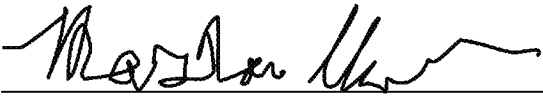
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: 

Name: Marsha Mansour

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006122 FRAME: 0056**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**CollabNet, Inc. Trademarks**

Country	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
USA	QUALITY AT SPEED	86951651 24-MAR-2016	5144852 21-FEB-2017	Registered
USA	EVENTQ	86924607 01-MAR-2016		Published (Pending) Intent to Use
USA	EVENTQ	86924642 01-MAR-2016		Published (Pending) Intent to Use
USA	CLOUDFORGE	85435048 29-SEP-2011	4313954 02-APR-2013	Registered
USA	CLOUDFORGE	85435053 29-SEP-2011	4313955 02-APR-2013	Registered
USA	CODESION	85267603 15-MAR-2011	4127903 17-APR-2012	Registered
USA	TEAMFORGE	77625071 02-DEC-2008	3934874 22-MAR-2011	Registered
USA	TEAMFORGE	77625072 02-DEC-2008	3934875 22-MAR-2011	Registered
USA	SCRUMWORKS	77257489 16-AUG-2007	3425969 13-MAY-2008	Registered
USA	COLLABNET	77244774 01-AUG-2007	3411557 15-APR-2008	Registered
USA	COLLABNET	77244758 01-AUG-2007	3411554 15-APR-2008	Registered
USA	COLLABNET	77244763 01-AUG-2007	3411555 15-APR-2008	Registered
USA	COLLABNET	77244769 01-AUG-2007	3411556 15-APR-2008	Registered
USA	COLLABNET	78713741 15-SEP-2005	3215006 06-MAR-2007	Renewed (Registered)
USA	COLLABNET	78036886 28-NOV-2000	2591636 09-JUL-2002	Renewed (Registered)

Schedule I-1

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**TRADEMARK**  
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## VersionOne, Inc. Trademarks

Country	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
USA	STATE OF AGILE	86207741 28-FEB-2014	4677723 27-JAN-2015	Registered
USA	AGILESHERPA	86144434 16-DEC-2013	4677544 27-JAN-2015	Registered
USA	AGILEPALOOZA	86144512 16-DEC-2013	4677546 27-JAN-2015	Registered
USA	AGILELIVE	86144486 16-DEC-2013	4677545 27-JAN-2015	Registered
USA	AGILE CHRONICLES	86144531 16-DEC-2013	4677548 27-JAN-2015	Registered
USA	TEAMROOM	85781374 16-NOV-2012	4408553 24-SEP-2013	Registered
USA	AGILE MADE EASIER	85050746 28-MAY-2010	3904185 11-JAN-2011	Registered
USA	VI	77951920 05-MAR-2010	3860512 12-OCT-2010	Registered
USA	VERSIONONE	77247683 06-AUG-2007	3401588 25-MAR-2008	Renewed (Registered)
USA	VI VERSIONONE  VERSIONONE	77247698 06-AUG-2007	3401589 25-MAR-2008	Renewed (Registered)

Schedule I-2

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**RECORDED: 08/03/2017**

**TRADEMARK  
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