

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS REEL 6033 FRAME 0465

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital One, National Association, as Collateral Agent		12/28/2017	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Seapine Software, Inc.
<b>Street Address:</b>	400 N. 1st Avenue
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55401
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4381317	DEFECT SCRIBE
Registration Number:	3231794	QA WIZARD
Registration Number:	4355533	RESOURCE THIEF
Registration Number:	2634767	SOLO SUBMIT
Registration Number:	2648923	SOLOBUG
Registration Number:	3267717	SURROUND SCM
Registration Number:	2639022	TESTTRACK

## CORRESPONDENCE DATA

Fax Number: 3129939767

*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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham &amp; Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0269

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	12/28/2017
<b>Total Attachments: 5</b> source=Perforce - Trademark Release Reel 6033 Frame 0465#page1.tif source=Perforce - Trademark Release Reel 6033 Frame 0465#page2.tif source=Perforce - Trademark Release Reel 6033 Frame 0465#page3.tif source=Perforce - Trademark Release Reel 6033 Frame 0465#page4.tif source=Perforce - Trademark Release Reel 6033 Frame 0465#page5.tif	

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release"), dated as of December 28, 2017, is made by Capital One, National Association, as Collateral Agent ("Agent") for itself, its successors and permitted assigns, and the Lenders (as defined in the Credit Agreement referred to below) in favor of Seapine Software, Inc., a Delaware corporation. (the "Grantor").

**WHEREAS**, pursuant to the Credit and Security Agreement, dated as of October 28, 2016 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement") by and among Perforce Software, Inc., a Delaware corporation, as successor in interest by operation of law to Perforce Software, Inc., a California corporation (the "Borrower"), Perforce Holdings, Inc. as a guarantor ("Holdings"), the lenders party thereto from time to time and Agent, and pursuant to the Trademark Security Agreement dated as of April 7, 2017 (the "Trademark Security Agreement"), the Grantor has granted a continuing security interest in and continuing lien upon the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on April 13, 2017 at Reel 6033 Frame 0465; and

**WHEREAS**, Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement as the context may require.

**SECTION 2. Termination and Release.** The Agent, for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademark Collateral, including those trademark registrations and trademark applications shown on Schedule A, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademarks"). Any and all right, title, or interest of Agent in the Trademarks shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO; and

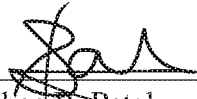
(c) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Shaeb B. Patel  
Title: Duly Authorized Signatory

Acknowledged and Agreed

SEAPINE SOFTWARE, INC.

By: Janet Dryer  
Name: Janet Dryer  
Title: Chief Executive Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PERFORCE)]

**TRADEMARK**  
**REEL: 006238 FRAME: 0751**

**Schedule A**  
**U.S. Trademarks**

**Trademark Registrations and Applications**

*Applications – None*

*Registrations –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
DEFECT SCRIBE	Seapine Software, Inc.	4,381,317	8/6/2013
QA WIZARD	Seapine Software, Inc.	3,231,794	4/17/2007
RESOURCE THIEF	Seapine Software, Inc.	4,355,533	6/18/2013
SOLO SUBMIT	Seapine Software, Inc.	2,634,767	10/15/2002
SOLOBUG	Seapine Software, Inc.	2,648,923	11/12/2002
SURROUND SCM	Seapine Software, Inc.	3,267,717	7/24/2007
TESTTRACK	Seapine Software, Inc.	2,639,022	10/22/2002