

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS REEL 6033 FRAME 0433		
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			
Name:	Perforce Software, Inc.		
Street Address:	400 N. 1st Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2105341	PERFORCE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & 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		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	12/29/2017		
Total Attachments: 5			
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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 Perforce Software, Inc., a Delaware corporation. (the "Grantor").

WHEREAS, pursuant to the Credit 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 0433; 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

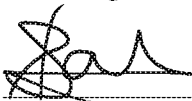
(c) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel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

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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: Shae B. Patel
Title: Duly Authorized Signatory

Acknowledged and Agreed

PERFORCE 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: 0814

Schedule A
U.S. Trademarks

Trademark Registrations and Applications

Applications – None

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
Perforce Software, Inc.	PERFORCE	2105341	10/14/1997