

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Administrative Agent		10/01/2018	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	SmartBear Software Inc.
<b>Street Address:</b>	450 Artisan Way
<b>City:</b>	Somerville
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02145
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	3833605	ALERTSITE
Registration Number:	4745057	ALERTSITE UXM
Registration Number:	4745058	ALERTSITE UXM SYNTHETIC
Registration Number:	4826649	AQTIME PRO
Registration Number:	3593132	CODE COLLABORATOR
Registration Number:	3209834	CODEREVIEWER
Registration Number:	4812892	COLLABORATOR
Registration Number:	4826094	DEJACLICK
Registration Number:	4731597	LOADCOMPLETE
Registration Number:	4812184	LOADUI
Registration Number:	4893126	LOADUI NG PRO
Registration Number:	4821887	LOADUI PRO
Registration Number:	4812650	QACOMPLETE
Registration Number:	4783464	READY! API
Registration Number:	4943300	SECURE PRO
Registration Number:	4783534	SERVICEV
Registration Number:	4691380	SMARTBEAR
Registration Number:	4812180	SOAPUI

CH \$790.00 3833605

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4821885	SOAPUI NG PRO
Registration Number:	4866618	SWAGGER
Registration Number:	4980971	SWAGGER API
Registration Number:	5115466	SWAGGERHUB
Registration Number:	4812654	TESTCOMPLETE
Registration Number:	5109264	TESTLEFT
Registration Number:	3975253	TRUESCREEN
Registration Number:	4893553	VIRTSERVER
Serial Number:	86301971	ALERTSITE UXM LOAD
Serial Number:	86698311	LOADCOMPLETE
Serial Number:	87243622	TESTCOMPLETE DESKTOP
Serial Number:	87243534	TESTCOMPLETE MOBILE
Serial Number:	87243575	TESTCOMPLETE WEB

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899

*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:** 6175269628

**Email:** cslattery@proskauer.com

**Correspondent Name:** Christine Slattery

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** One International Place, 23rd Floor

**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 11964 / 092

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 10/01/2018

**Total Attachments: 3**

source=ApolloWilmingtonSmartBear Trademark Release#page1.tif

source=ApolloWilmingtonSmartBear Trademark Release#page2.tif

source=ApolloWilmingtonSmartBear Trademark Release#page3.tif

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

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "**Termination and Release**") is granted as of October 1, 2018 by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Administrative Agent (the "**Grantee**"), in favor of **SMARTBEAR SOFTWARE INC.**, a Delaware corporation ("**Grantor**"). Capitalized terms used but not otherwise defined in this Termination and Release shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

**WHEREAS**, reference is made to (i) the Second Lien Credit Agreement, dated as of May 24, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "**Credit Agreement**"), by and among Grantor, Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time; (ii) the Second Lien Security Agreement, dated as of May 24, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, Grantee and the other Persons party thereto as "**Grantors**" thereunder, and (iii) the Memorandum of Security Interest in Trademarks, dated as of May 24, 2017, made by Grantor in favor of Grantee (the "**Trademark Security Agreement**").

**WHEREAS**, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on May 25, 2017, at Reel 6068, Frame 0768;

**WHEREAS**, the Grantor has requested that the Grantee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantee in, to and under all of the Trademarks (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Grantor has requested that the Grantee provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Trademarks as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby:

1. releases, terminates and discharges all liens and security interests in, and reassigns to the Grantor all right, title and interest to and under the Trademarks, including, without limitation, those Trademark registrations and Trademark applications identified in Schedule 1 hereto;
2. authorizes and requests that this Termination and Release be recorded at the United States Patent and Trademark Office; and
3. agrees that it shall, and at Grantor's, or its respective successor's or assign's, reasonable request, execute, acknowledge and deliver to Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]


**IN WITNESS WHEREOF**, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

  
Jeffrey Rose  
Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006446 FRAME: 0675**

SCHEDULE I  
TO  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Title Of Mark	Application or Serial Number	Registration Number	Filing Date	Date Issued
ALERTSITE	77765780	3833605	6/23/2009	8/17/2010
ALERTSITE UXM	86301924	4745057	6/5/2014	5/26/2015
ALERTSITE UXM LOAD	86301971		6/5/2014	
ALERTSITE UXM SYNTHETIC	86301959	4745058	6/5/2014	5/26/2015
AQTIME PRO	86540722	4826649	2/20/2015	10/6/2015
CODE COLLABORATOR	78801889	3593132	1/29/2006	3/17/2009
CODEREVIEWER	78778319	3209834	12/21/2005	2/13/2007
COLLABORATOR	86557478	4812892	3/9/2015	9/15/2015
DEJACLICK	86529994	4826094	2/10/2015	10/6/2015
LOADCOMPLETE	86442728	4731597	11/3/2014	5/5/2015
LOADCOMPLETE (SaaS)	86698311		7/20/2015	
LOADUI	86529007	4812184	2/9/2015	9/15/2015
LOADUI NG PRO	86698123	4893126	7/20/2015	1/26/2016
LOADUI PRO	86528971	4821887	2/9/2015	9/29/2015
QACOMPLETE	86536043	4812650	2/16/2015	9/15/2015
READY! API	86399610	4783464	9/19/2014	7/28/2015
SECURE PRO	86698046	4943300	7/20/2015	4/19/2016
SERVICEV	86423528	4783534	10/14/2014	7/28/2015
SMARTBEAR	86301941	4691380	6/5/2014	2/24/2015
SOAPUI	86528865	4812180	2/9/2015	9/15/2015
SOAPUI NG PRO	86528895	4821885	2/9/2015	9/29/2015
SWAGGER	86616306	4866618	4/30/2015	12/8/2015
SWAGGER API	86616314	4980971	4/30/2015	6/21/2016
SWAGGERHUB	86732123	5115466	8/20/2015	1/3/2017
TESTCOMPLETE	86536088	4812654	2/16/2015	9/15/2015
TESTCOMPLETE DESKTOP	87243622		11/21/2016	
TESTCOMPLETE MOBILE	87243534		11/21/2016	
TESTCOMPLETE WEB	87243575		11/21/2016	
TESTLEFT	87039457	5109264	5/17/2016	12/27/2016
TRUESCREEN	77831192	3975253	9/21/2009	6/7/2011
VIRTSERVER	86419407	4893553	10/9/2014	1/26/2016