

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM495980

<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>
GLIFFY, INC.		10/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEWSTAR FINANCIAL, INC.		
<b>Street Address:</b>	500 Boylson Street		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4320891	GLIFFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	KING & SPALDING LLP		
<b>Address Line 1:</b>	300 S TRYON STREET		
<b>Address Line 2:</b>	SUITE 1700		
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		
<b>SIGNATURE:</b>	/Vicky R. Bantug /		
<b>DATE SIGNED:</b>	10/30/2018		
<b>Total Attachments: 5</b>			
source=KKR_Rogue Wave - Trademark Security Agreement Executed#page1.tif			
source=KKR_Rogue Wave - Trademark Security Agreement Executed#page2.tif			
source=KKR_Rogue Wave - Trademark Security Agreement Executed#page3.tif			
source=KKR_Rogue Wave - Trademark Security Agreement Executed#page4.tif			

OP \$40.00 4320891



## **Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 30, 2018 (this “**Trademark Security Agreement**”), is made by the undersigned grantor (the “**Grantor**”), in favor of NEWSTAR FINANCIAL, INC., as agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, Rogue Wave Software, Inc., a Delaware corporation (“**Lead Borrower**”), Rogue Wave Holdings, Inc., a Delaware corporation (“**Holdings**”), Klocwork Inc., a Delaware corporation (“**Klocwork**”), TotalView Technologies, Inc., a Delaware corporation (“**TotalView Inc.**”), TotalView Technologies LLC, a Delaware limited liability company (“**TotalView LLC**”), RWS, Inc., a Delaware corporation (“**RWS**”), OpenLogic, Inc., a Delaware corporation (“**OpenLogic**”), and Visual Numerics, Inc., a Delaware corporation (“**Visual**”, and together with Klocwork, the Lead Borrower, TotalView Inc., TotalView LLC, RWS, and OpenLogic, each a “**Borrower**” and collectively, the “**Borrowers**”), the lenders from time to time parties thereto (the “**Lenders**”) and the Agent have entered into that certain Credit Agreement, dated as of September 25, 2015 (as amended by that certain First Amendment to Credit Agreement and Consent, dated as of November 28, 2016, that certain Second Amendment to Credit Agreement and Consent, dated as of November 27, 2017, that certain Letter Amendment, dated as of March 14, 2018, and that certain Third Amendment to Credit Agreement and Consent, dated as of the date hereof, and as such may be further amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of September 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (but not including, in each case, any Excluded Collateral) (the “**Trademark Collateral**”):

(i) all of its (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, and designs, whether now existing or hereafter adopted or acquired, all registrations and recordings thereof, (b) all applications for registration thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (c) all reissues, extensions or renewals thereof, (the property described in clauses (a), (b) and (c), collectively, “**Trademarks**”), including, without limitation, those United States applications and registrations referred to on Schedule I hereto, (d) all goodwill associated with or symbolized by any of the foregoing, and (e) all licenses providing for the grant by or to the grantor of any right under any of the foregoing (“**Trademark Licenses**”); and

(ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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 of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4. Representation and Warranty.** **Schedule I** correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to the security interest granted hereunder.

**Section 6. Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7. Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

Grantor:

GLIFFY, INC., as a Grantor

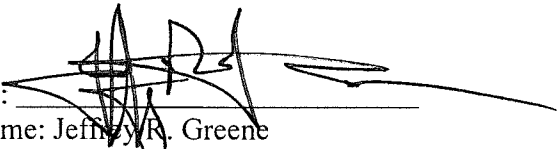
By:   
Name: Brian N. Pierce  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

AGENT:

NEWSTAR FINANCIAL, LLC

By:   
Name: Jeffrey R. Greene  
Title: Managing Director

SCHEDULE I

**Trademarks**

Registered:

Owner	MARK	COUNTRY	REG. NO.	STATUS
Gliffy, Inc.	GLIFFY	U.S.	4320891	Registered April 16, 2013

Applications: NONE