

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509371

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rogue Wave Software, Inc.		02/08/2019	Corporation: DELAWARE
Perforce Software, Inc.		02/08/2019	Corporation: DELAWARE
Gliffy, Inc.		02/08/2019	Corporation: DELAWARE
Visual Numerics, Inc.		02/08/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Brightwood Loan Services LLC, as Administrative Agent and Collateral Agent
Street Address:	810 Seventh Avenue
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 54

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
Registration Number:	5493430	
Registration Number:	5493431	HELIXALM
Registration Number:	5493222	PERFORCE HELIX
Registration Number:	5493223	HELIX VERSION CONTROL SYSTEM
Registration Number:	5609585	HELIX IM
Registration Number:	5561919	HELIX ALM SUITE
Registration Number:	5561920	HELIX REQUIREMENTS MANAGEMENT
Registration Number:	5561921	HELIX ISSUE MANAGEMENT

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Property Type	Number	Word Mark
Registration Number:	5546764	HELIX TEST CASE MANAGEMENT
Registration Number:	5352060	HELIX ALM
Registration Number:	5548535	HELIX RM
Registration Number:	5548536	HELIX TCM
Registration Number:	2548397	
Registration Number:	1725267	.H++
Registration Number:	2056483	HOSTACCESS
Registration Number:	3183601	IMSL
Registration Number:	2291169	PV-WAVE
Registration Number:	1734538	ROGUE WAVE
Registration Number:	2530765	ROGUE WAVE S O F T W A R E
Registration Number:	2636987	SOURCEPRO
Registration Number:	2518511	STINGRAY
Registration Number:	2518512	STINGRAY
Registration Number:	2408733	TOTALVIEW
Registration Number:	2638052	ZEND
Registration Number:	3434328	ZEND ENGINE
Registration Number:	3439294	ZEND FRAMEWORK
Registration Number:	3359261	ZEND GUARD
Registration Number:	3447816	ZEND STUDIO
Registration Number:	4605581	GEEKOUT
Registration Number:	5091844	AKANA
Registration Number:	4734405	APIGILITY
Registration Number:	4221835	JREBEL
Registration Number:	4221817	LIVEREBEL
Registration Number:	4531860	REBEL LABS
Registration Number:	4525391	REBELLABS
Registration Number:	4668674	XREBEL
Registration Number:	3969472	ZEND SERVER
Registration Number:	3969473	ZEND SERVER CLUSTER MANAGER
Registration Number:	4334067	ZEROTURNAROUND
Registration Number:	4898179	Z-RAY
Registration Number:	4320891	GLIFFY
Serial Number:	88134210	HANSOFT
Serial Number:	88134223	
Serial Number:	88077435	OPENLOGIC
Serial Number:	88159716	ROGUEWAVE SOFTWARE
Serial Number:	88159720	ROGUEWAVE SOFTWARE

Property Type	Number	Word Mark
Serial Number:	88159723	ROGUEWAVE SOFTWARE

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Jordan Yellen
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86229.32
NAME OF SUBMITTER:	Jordan Yellen
SIGNATURE:	/Jordan Yellen by trademarkny/
DATE SIGNED:	02/08/2019

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2019 (this "Trademark Security Agreement"), is made by each signatory hereto (each a "Grantor"), in favor of BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of December 28, 2017 (as amended by the First Amendment to Second Lien Credit Agreement dated as of May 1, 2018, as further amended by the Second Amendment to Second Lien Credit Agreement dated as of November 29, 2018, as further amended by the Third Amendment to Second Lien Credit Agreement dated as of the date hereof, and as otherwise amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender party thereto from time to time, Brightwood Loan Services LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to a Second Lien Security Agreement, dated as of December 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

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 Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

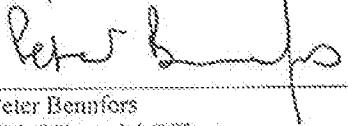
SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

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

GRANTOR:

ROGUE WAVE SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Peter Bennfors
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

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

GRANTOR:

PERFORCE SOFTWARE, INC.,
a Delaware corporation

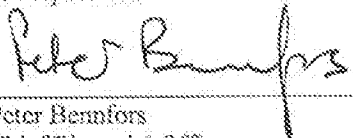
By: 
Name: Michael C. Goergen
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

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

GRANTOR:

GLIFFY, INC.,
a Delaware corporation

By: 
Name: Peter Bernfors
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

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

GRANTOR:

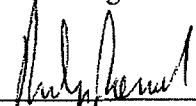
VISUAL NUMERICS, INC.,
a Delaware corporation

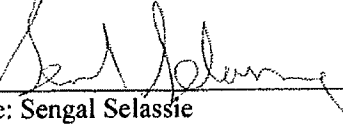
By: 
Name: Peter Bernfors
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED:

BRIGHTWOOD LOAN SERVICES LLC,
as Collateral Agent

By: 
Name: Phil Daniele
Title: Chief Risk Officer



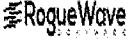

By: 
Name: Sengal Selassie
Title: Managing Member

[Signature Page to Second Lien Trademark Security Agreement]


SCHEDULE I
to
**TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS**



UNITED STATES TRADEMARKS:

Applications –

Mark	Country	Application Number	Application Date	Owner
HANSOFT	United States	88/134,210	09/27/2018	Perforce Software, Inc.
	United States	88/134,223	09/27/2018	Perforce Software, Inc.
OPENLOGIC	United States	88077435	08/14/2018	ROGUE WAVE SOFTWARE, INC
	United States	88159716	10/18/2018	ROGUE WAVE SOFTWARE, INC
	United States	88159720	10/18/2018	ROGUE WAVE SOFTWARE, INC
	United States	88159723	10/18/2018	ROGUE WAVE SOFTWARE, INC

Registrations –

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
DEFECT SCRIBE	United States	85/751,605	10/11/2012	4,381,317	8/6/2013	Perforce Software, Inc.
QA WIZARD	United States	78/637,777	5/26/2005	3,231,794	4/17/2007	Perforce Software, Inc.
RESOURCE THIEF	United States	85/709,664	8/22/2012	4,355,533	6/18/2013	Perforce Software, Inc.
SOLO SUBMIT	United States	76/299,877	8/13/2001	2,634,767	10/15/2002	Perforce Software, Inc.
SOLOBUG	United States	76/299,876	8/13/2001	2,648,923	11/12/2002	Perforce Software, Inc.
SURROUND SCM	United States	78/620,877	5/2/2005	3,267,717	7/24/2007	Perforce Software, Inc.
TESTTRACK	United States	76/299,878	8/13/2001	2,639,022	10/22/2002	Perforce Software, Inc.
	United States	87/410,042	04/13/2017	5,493,430	06/12/2018	Perforce Software, Inc.
HelixALM	United States	87/410,055	04/13/2017	5,493,431	06/12/2018	Perforce Software, Inc.
PERFORCE HELIX	United States	87/357,503	03/03/2017	5,493,222	06/12/2018	Perforce Software, Inc.

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
HELIX VERSION CONTROL SYSTEM	United States	87/357,508	03/03/2017	5,493,223	06/12/2018	Perforce Software, Inc.
HELIX IM	United States	87/533,604	7/19/2017	5,609,585	11/20/2018	Perforce Software, Inc.
HELIX ALM SUITE	United States	87/357,525	03/03/2017	5561919	09/11/2018	Perforce Software, Inc.
HELIX REQUIREMENTS MANAGEMENT	United States	87/357,530	03/03/2017	5561920	09/11/2018	Perforce Software, Inc.
HELIX ISSUE MANAGEMENT	United States	87/357,536	03/03/2017	5561921	09/11/2018	Perforce Software, Inc.
HELIX TEST CASE MANAGEMENT	United States	87/357,541	03/03/2017	5546764	08/21/2018	Perforce Software, Inc.
HELIX ALM	United States	87/335,877	2/14/2017	5352060	12/05/2017	Perforce Software, Inc.
HELIX RM	United States	87/533,593	7/19/2017	5548535	08/28/2018	Perforce Software, Inc.
HELIX TCM	United States	87/533,614	7/19/2017	5548536	08/28/2018	Perforce Software, Inc.
	United States	76073958	06/20/2000	2548397	03/12/2002	ROGUE WAVE SOFTWARE, INC.
.H++	United States	74218012	10/29/1991	1725267	10/20/1992	ROGUE WAVE SOFTWARE, INC.
HOSTACCESS	United States	75089951	04/17/1996	2056483	04/22/1997	ROGUE WAVE SOFTWARE, INC.
IMSL	United States	78800094	01/26/2006	3183601	12/12/2006	ROGUE WAVE SOFTWARE, INC.
PV-WAVE	United States	75554755	09/17/1998	2291169	11/9/1999	ROGUE WAVE SOFTWARE, INC.
ROGUE WAVE	United States	74245887	02/12/1992	1734538	11/24/1992	ROGUE WAVE SOFTWARE, INC.
	United States	76073957	06/20/2000	2530765	01/15/2002	ROGUE WAVE SOFTWARE, INC.
SOURCEPRO	United States	76233380	03/30/2001	2636987	10/15/2002	ROGUE WAVE SOFTWARE, INC.
STINGRAY	United States	75898728	01/20/2000	2518511	12/11/2001	ROGUE WAVE SOFTWARE,

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
						INC.
	United States	75898731	01/20/2000	2518512	12/11/2001	ROGUE WAVE SOFTWARE, INC.
TOTALVIEW	United States	75887212	01/04/2000	2408733	11/28/2000	ROGUE WAVE SOFTWARE, INC.
ZEND	United States	75938687	03/08/2000	2638052	10/22/2002	ROGUE WAVE SOFTWARE, INC.
ZEND ENGINE	United States	77156624	04/13/2007	3434328	05/27/2008	ROGUE WAVE SOFTWARE, INC.
ZEND FRAMEWORK	United States	77156189	04/13/2007	3439294	06/03/2008	ROGUE WAVE SOFTWARE, INC.
ZEND GUARD	United States	77156279	04/13/2007	3359261	12/25/2007	ROGUE WAVE SOFTWARE, INC.
ZEND STUDIO	United States	77156331	04/13/2007	3447816	06/17/2008	ROGUE WAVE SOFTWARE, INC.
GeekOut	United States	86233574	03/27/2014	4605581	09/16/2014	ROGUE WAVE SOFTWARE, INC.
AKANA	United States	86531529	02/11/2015	5091844	11/29/2016	ROGUE WAVE SOFTWARE, INC.
APIGILITY	United States	86324302	06/20/2014	4734405	05/12/2015	ROGUE WAVE SOFTWARE, INC.
JRebel	United States	85561434	03/06/2012	4221835	10/09/2012	ROGUE WAVE SOFTWARE, INC.
LiveRebel	United States	85561211	03/06/2012	4221817	10/09/2012	ROGUE WAVE SOFTWARE, INC.
Rebel Labs	United States	85861300	02/27/2013	4531860	05/20/2014	ROGUE WAVE SOFTWARE, INC.

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
RebelLabs	United States	86068912	09/19/2013	4525391	05/06/2014	ROGUE WAVE SOFTWARE, INC.
XRebel	United States	86188891	02/10/2014	4668674	01/06/2015	ROGUE WAVE SOFTWARE, INC.
ZEND SERVER	United States	85104008	08/10/2010	3969472	05/31/2011	ROGUE WAVE SOFTWARE, INC.
ZEND SERVER CLUSTER MANAGER	United States	85104020	08/10/2010	3969473	05/31/2011	ROGUE WAVE SOFTWARE, INC.
ZeroTurnaround	United States	85702709	08/14/2012	4334067	05/14/2013	ROGUE WAVE SOFTWARE, INC.
Z-RAY	United States	86681239	07/01/2015	4898179	02/09/2016	ROGUE WAVE SOFTWARE, INC.
GLIFFY	United States	85709957	08/22/2012	4320891	04/16/2013	GLIFFY, INC.