

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533578

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JIVE SOFTWARE, INC.		07/23/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 S. DEARBORN ST.		
<b>Internal Address:</b>	7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87322921	JIVE WORKGRAPH	
<b>Registration Number:</b>	4890092	WORK BETTER TOGETHER	
<b>Registration Number:</b>	4614381	JIVE PRESENT	
<b>Registration Number:</b>	4369079	JIVE	
<b>Registration Number:</b>	4077357	OPENFIRE	
<b>Registration Number:</b>	2615145	JIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	GENEVIEVE DORMENT, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2217		
<b>NAME OF SUBMITTER:</b>	GENEVIEVE DORMENT		
<b>SIGNATURE:</b>	/GD/		

CH \$165.00 87322921

<b>DATE SIGNED:</b>	07/25/2019
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**Total Attachments: 5**

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- source=Jive - Short Form TM Security Agreement (Executed)#page2.tif
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- source=Jive - Short Form TM Security Agreement (Executed)#page4.tif
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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of July 23, 2019, between Jive Software, Inc., a Delaware corporation (the “Grantor”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of July 23, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among the Grantor, each other Loan Party party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of July 23, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the borrower (in such capacity, the “Borrower”), each other Loan Party party thereto, the lenders from time to time party thereto (the “Lenders”), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** To secure prompt and complete payment or performance, as the case may be, of the Secured Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the ratable benefit of the Secured Parties, a right of set-off against and a security interest in all of its right, title or interest in, to and under any and all of the following assets and properties, whether now owned by, deemed by law to have the right or power to convey rights in by or owing to, or hereafter acquired by, deemed by law to have the right or power to convey rights in by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

- (a) all trademarks, trade names, service marks, corporate names, company names, business names, fictitious business names, trade styles, logos, and other source or business identifiers (except for any “intent to use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), and all renewals thereof, including those listed on Schedule I (the “Trademark Collateral”);
- (b) all goodwill associated with the Trademark Collateral;

- (c) all registrations and recordations thereof and all applications in connection therewith and as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to same throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

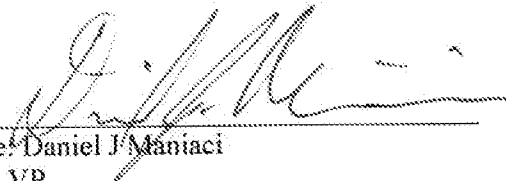
SECTION 5. **Choice of Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

JIVE SOFTWARE, INC., as a Grantor

By:   
Name: Andrew S. Price  
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as the  
Administrative Agent

By:   
Name: Daniel J. Maniaci  
Title: VP

## SCHEDULE I

### Trademark Applications and Registrations

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Jive Software, Inc.	USA	JIVE WORKGRAPH*	87322921	02/02/2017	N/A	None
Jive Software, Inc.	USA	WORK BETTER TOGETHER	4890092	04/18/2014	01/19/2016	None
Jive Software, Inc.	USA	JIVE PRESENT	4614381	11/21/2012	09/30/2014	None
Jive Software, Inc.	USA	JIVE	4369079	05/25/2011	07/16/2013	None
Jive Software, Inc.	USA	OPENFIRE	4077357	03/02/2007	12/27/2011	None
Jive Software, Inc.	USA	JIVE	2615145	11/23/2001	09/03/2002	None