

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC LENDING, LLC		07/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JIVE SOFTWARE, INC.		
Street Address:	915 SW Stark St.		
Internal Address:	Suite 200		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97205		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87186869	JIVEWORKS	
Serial Number:	87322921	JIVE WORKGRAPH	
Serial Number:	86827949	JIVE CHIME	
Serial Number:	86873462	JIVE WORKHUB	
Registration Number:	4890092	WORK BETTER TOGETHER	
Registration Number:	4614381	JIVE PRESENT	
Registration Number:	4369079	JIVE	
Registration Number:	4064830	JIVE GENIUS	
Registration Number:	4238349	THE NEW WAY TO BUSINESS	
Registration Number:	4077357	OPENFIRE	
Registration Number:	2615145	JIVE	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-728-7136		
Email:	kbaird@cooley.com		
Correspondent Name:	Greg Reith		

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TRADEMARK

Address Line 1: 1299 Pennsylvania Avenue, NW
Address Line 2: Suite 700
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 329531.139

NAME OF SUBMITTER: Kilsy Baird

SIGNATURE: /Kilsy Baird/

DATE SIGNED: 07/29/2019

Total Attachments: 4

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**TERMINATION AND RELEASE OF
GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Termination and Release of Grant of a Security Interest -- Trademarks (this "*Termination*"), dated as of July 23, 2019, is executed by **TC LENDING, LLC** as the collateral agent for itself and certain lenders (in such capacity, the "*Collateral Agent*"), in favor of **JIVE SOFTWARE, INC.**, a Delaware corporation (the "*Grantor*"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Grant of a Security Interest -- Trademarks, dated as of June 12, 2017 (as amended, the "*Security Agreement*"), by Grantor in favor of Collateral Agent, Grantor granted to Collateral Agent for the benefit of the Secured Parties a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 13, 2017, at Reel/Frame 006082/0918, to evidence the security interest granted under the Security Agreement.

C. Collateral Agent agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

D. This Termination is being executed by the Collateral Agent without recourse to the Collateral Agent, without any representation or warranty of any kind, express or implied, and at the sole cost and expense of the Grantor.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collateral Agent hereby agrees as follows:

(a) Collateral Agent expressly terminates and releases all of Collateral Agent's right, title and interest in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, including without limitation those Trademarks set forth on Exhibit A attached hereto (collectively, the "*IP Collateral*"); and

(b) Collateral Agent authorizes and requests the trademark division of the United States Patent and Trademark Office to record this Termination.

THIS TERMINATION 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, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has executed and delivered this Termination as of the day and year first above written.

TC LENDING, LLC


By: 
Name: Robert (Bo) Stanley
Title: President

EXHIBIT A

Trademarks

Trademark Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Jive Software, Inc.	USA	JIVEWORKS	87186869	09/28/2016	N/A
Jive Software, Inc.	USA	JIVE WORKGRAPH	87322921	02/02/2017	N/A
Jive Software, Inc.	USA	JIVE CHIME	86827949	11/20/2015	N/A
Jive Software, Inc.	USA	JIVE WORKHUB	86873462	01/12/2016	N/A

Trademark
Registrations

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Jive Software, Inc.	USA	WORK BETTER TOGETHER	4890092	04/18/2014	01/19/2016
Jive Software, Inc.	USA	JIVE PRESENT	4614381	11/21/2012	09/30/2014
Jive Software, Inc.	USA	JIVE	4369079	05/25/2011	07/16/2013
Jive Software, Inc.	USA	JIVE GENIUS	4064830	04/08/2011	11/29/2011

Jive Software, Inc.	USA	THE NEW WAY TO BUSINESS	4238349	02/18/2011	11/06/2012
Jive Software, Inc.	USA	OPENFIRE	4077357	03/02/2007	12/27/2011
Jive Software, Inc.	USA	JIVE	2615145	11/23/2001	09/03/2002