

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightwood Loan Services LLC, as Administrative Agent and Collateral Agent		08/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PERFORCE SOFTWARE, INC.		
Street Address:	1315 W. Century Drive		
Internal Address:	Suite 150		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5730805		
Registration Number:	5692759	HELIX TEAMHUB	
Registration Number:	2105341	PERFORCE	
Serial Number:	87533648		
Serial Number:	87533653		
Serial Number:	87533624	HELIX CORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1102935 TM I		

OP \$165.00 5730805

NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	08/07/2019
Total Attachments: 4 source=I2 [EXECUTED] Prince - 2L TM Release (Perforce Software, Inc.)#page1.tif source=I2 [EXECUTED] Prince - 2L TM Release (Perforce Software, Inc.)#page2.tif source=I2 [EXECUTED] Prince - 2L TM Release (Perforce Software, Inc.)#page3.tif source=I2 [EXECUTED] Prince - 2L TM Release (Perforce Software, Inc.)#page4.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Date: August 5, 2019

WHEREAS, Perforce Software, Inc. (the “**Grantor**”), granted security interests in and liens upon all of the Grantor’s right, title and interest in, to and under any and all of the Trademark Collateral (as defined in the Trademark Security Agreement referred to below) to Brightwood Loan Services LLC, as administrative agent and collateral agent for the benefit of the Secured Parties under the Security Agreement (as defined below) (in such capacity, the “**Administrative Agent**”) as set forth in the Second Lien Trademark Security Agreement, dated as of December 28, 2017, by and between the Grantor and the Administrative Agent (the “**Trademark Security Agreement**”), and that certain Supplement No. 1 to Second Lien Security Agreement, dated as of February 8, 2019, by and among the Grantor, the other grantors from time to time party thereto and the Administrative Agent (as subsequently amended, restated or otherwise modified from time to time the “**Security Agreement**” and, together with the Trademark Security Agreement, the “**Security Agreements**”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office with respect to Trademark Collateral on December 29, 2017 at Reel/Frame 6238/0781;

WHEREAS, the Grantor has requested that the Administrative Agent terminate and cancel each Trademark Security Agreement and release and reassign its security interest in the Trademark Collateral, including the registered trademarks and pending applications for trademarks more fully identified in Schedule 1 annexed hereto and made a part hereof, and all proceeds of, and all causes of action arising prior to or after the date of the Trademark Security Agreement 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) (collectively, the “**Released Trademarks**”);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Without recourse or representation or warranty, express or implied, of any kind or nature whatsoever, the Administrative Agent, on behalf of itself and the Secured Parties, hereby (a) releases, relinquishes and discharges any and all liens and security interests in and to all of the Grantor’s right, title and interest in, to and under the Released Trademarks, and (b) reassigns, regrants and reconveys to the Grantor any and all of Administrative Agent's right, title and interests (if any) in, to and under the Released Trademarks, in each case granted pursuant to the Security Agreements, and (iii) terminates and cancels the Trademark Security Agreement.

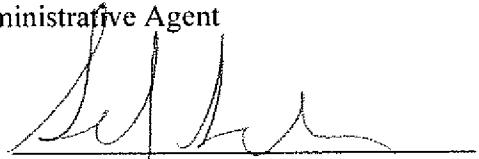
2. The Administrative Agent hereby (a) authorizes the Grantor or its authorized representatives to record this Release of Security Interest in Intellectual Property (the “**Release**”) with the the U.S. Patent and Trademark Office and (b) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given, at the Grantor’s sole cost and expense.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Intellectual Property to be executed by its duly authorized officer as of the date first set forth above.

BRIGHTWOOD LOAN SERVICES LLC,
as Administrative Agent

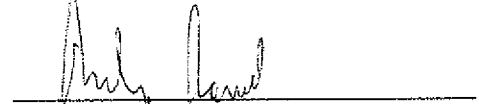
By:



Name: Sengal Selassie

Title: Authorized Person

By:





Name: Phil Daniele

Title: Chief Risk Officer

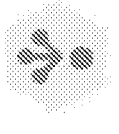
Schedule 1

UNITED STATES TRADEMARKS:

Applications –

Mark	Country	Application Number	Application Date	Owner
	United States	87533648	07/19/2017	Perforce Software, Inc.
Design only 	United States	87533653	07/19/2017	Perforce Software, Inc.
HELIX CORE	United States	87533624	07/19/2017	Perforce Software, Inc.

Registrations –

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
	United States	87/605,086	09/12/2017	5730805	04/23/2019	Perforce Software, Inc.
HELIX TEAMHUB	United States	87/605,076	09/12/17	5692759	03/05/2019	Perforce Software, Inc.
PERFORCE	United States	75/179,619	10/10/1996	2,105,341	10/14/1997	Perforce Software, Inc.

Signature Page to Release of Security Interest in Intellectual Property

#92097932v8

**TRADEMARK
REEL: 006715 FRAME: 0063**

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
DEVEO	United States	79/122,998	7/16/2012	4,416,494	10/15/2013	Perforce Software, Inc.

Signature Page to Release of Security Interest in Intellectual Property

#92097932v8

RECORDED: 08/07/2019

**TRADEMARK
REEL: 006715 FRAME: 0064**