

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535706

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS

## 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

<b>Name:</b>	ROGUE WAVE SOFTWARE, INC.
<b>Street Address:</b>	1315 W. Century Drive
<b>Internal Address:</b>	Suite 150
<b>City:</b>	Louisville
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80027
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	PERFORCE SOFTWARE, INC.
<b>Street Address:</b>	400 N. 1st Ave
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55401
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	GLIFFY, INC.
<b>Street Address:</b>	1315 W. Century Drive
<b>Internal Address:</b>	Suite 150
<b>City:</b>	Louisville
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80027
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	VISUAL NUMERICS, INC.
<b>Street Address:</b>	1315 W. Century Drive
<b>Internal Address:</b>	Suite 150
<b>City:</b>	Louisville
<b>State/Country:</b>	COLORADO

TRADEMARK

Postal Code:	80027
Entity Type:	Corporation: 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
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

Property Type	Number	Word Mark
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:	88077435	OPENLOGIC
Serial Number:	88159716	ROGUEWAVE SOFTWARE
Serial Number:	88159720	ROGUEWAVE SOFTWARE
Serial Number:	88159723	ROGUEWAVE SOFTWARE
Serial Number:	88134210	HANSOFT
Serial Number:	88134223	

#### 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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	1102935 TM J
<b>NAME OF SUBMITTER:</b>	Christian Craft
<b>SIGNATURE:</b>	/Christian Craft/
<b>DATE SIGNED:</b>	08/07/2019

#### Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

Date: August 5, 2019

WHEREAS, Rogue Wave Software, Inc., Perforce Software, Inc., Visual Numerics, Inc. and Gliffy, Inc. (the “**Grantors**”), granted a security interest in and lien upon all of the Grantors’ 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 February 8, 2019, by and between the Grantors and the Administrative Agent (the “**Trademark Security Agreement**”), and that certain Supplement No. 1 to the Second Lien Security Agreement, dated as of February 8, 2019, by and among the Grantors, 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 February 8, 2019 at Reel/Frame 006556/0231;

WHEREAS, the Grantors have requested that the Administrative Agent terminate and cancel the 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 Grantors or in which such Grantors now have 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 Grantors’ right, title and interest in, to and under the Released Trademarks and agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to the Grantor (b) reassigns, regrants and reconveys to the Grantors any and all of Administrative Agent's right, title and interests (if any) in, to and under the the Released Trademarks granted pursuant to the Security Agreements, and (c) terminates and cancels the Trademark Security Agreement.

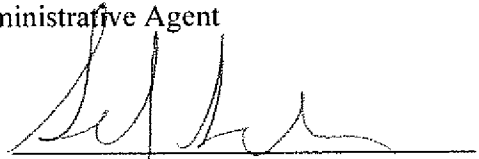
2. The Administrative Agent hereby (a) authorizes the Grantors or their authorized representatives to record this Release of Security Interest in Intellectual Property (the “**Release**”) with the U.S. Patent and Trademark Office and (b) authorizes and requests that U.S. Patent and Trademark Office note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

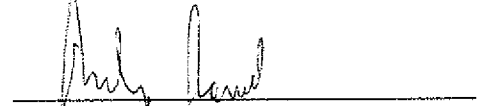
By:



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
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
HANSOFT	United States	88/134,210	09/27/2018	Perforce Software, Inc.
	United States	88/134,223	09/27/2018	Perforce 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.
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, 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.

<b>APIGILITY</b>	United States	86324302	06/20/2014	4734405	05/12/2015	ROGUE WAVE SOFTWARE, INC.
<b>JRebel</b>	United States	85561434	03/06/2012	4221835	10/09/2012	ROGUE WAVE SOFTWARE, INC.
<b>LiveRebel</b>	United States	85561211	03/06/2012	4221817	10/09/2012	ROGUE WAVE SOFTWARE, INC.
<b>Rebel Labs</b>	United States	85861300	02/27/2013	4531860	05/20/2014	ROGUE WAVE SOFTWARE, INC.
<b>RebelLabs</b>	United States	86068912	09/19/2013	4525391	05/06/2014	ROGUE WAVE SOFTWARE, INC.
<b>XRebel</b>	United States	86188891	02/10/2014	4668674	01/06/2015	ROGUE WAVE SOFTWARE, INC.
<b>ZEND SERVER</b>	United States	85104008	08/10/2010	3969472	05/31/2011	ROGUE WAVE SOFTWARE, INC.
<b>ZEND SERVER CLUSTER MANAGER</b>	United States	85104020	08/10/2010	3969473	05/31/2011	ROGUE WAVE SOFTWARE, INC.
<b>ZeroTurnaround</b>	United States	85702709	08/14/2012	4334067	05/14/2013	ROGUE WAVE SOFTWARE, INC.
<b>Z-RAY</b>	United States	86681239	07/01/2015	4898179	02/09/2016	ROGUE WAVE SOFTWARE, INC.
<b>GLIFFY</b>	United States	85709957	08/22/2012	4320891	04/16/2013	GLIFFY, INC.

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