

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629637

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks Recorded at Reel 6446, Frame 0305

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carlyle Global Credit Investment Management L.L.C.		03/03/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SmartBear Software Inc.
<b>Street Address:</b>	450 Artisan Way
<b>City:</b>	Somerville
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02145
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	77765780	ALERTSITE
Serial Number:	86301924	ALERTSITE UXM
Serial Number:	86301959	ALERTSITE UXM SYNTHETIC
Serial Number:	86540722	AQTIME PRO
Serial Number:	78801889	CODE COLLABORATOR
Serial Number:	86557478	COLLABORATOR
Serial Number:	87513298	CROSSBROWSERTESTING
Serial Number:	87513261	CROSSBROWSERTESTING
Serial Number:	86529994	DEJACLICK
Serial Number:	86442728	LOADCOMPLETE
Serial Number:	86698311	LOADCOMPLETE
Serial Number:	86529007	LOADUI
Serial Number:	86698123	LOADUI NG PRO
Serial Number:	86528971	LOADUI PRO
Serial Number:	88021670	
Serial Number:	86536043	QACOMPLETE
Serial Number:	86399610	READY! API

CH \$865.00 77765780

Property Type	Number	Word Mark
Serial Number:	86698046	SECURE PRO
Serial Number:	86423528	SERVICEV
Serial Number:	87702137	SERVICEV PRO
Serial Number:	86301941	SMARTBEAR
Serial Number:	88021677	SMARTBEAR
Serial Number:	86528865	SOAPUI
Serial Number:	86528895	SOAPUI NG PRO
Serial Number:	86616306	SWAGGER
Serial Number:	86616314	SWAGGER API
Serial Number:	86732123	SWAGGERHUB
Serial Number:	86536088	TESTCOMPLETE
Serial Number:	87243622	TESTCOMPLETE DESKTOP
Serial Number:	87243534	TESTCOMPLETE MOBILE
Serial Number:	87243575	TESTCOMPLETE WEB
Serial Number:	87039457	TESTLEFT
Serial Number:	86419407	VIRTSERVER
Serial Number:	87702170	VIRTSERVER

**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:** 2128192511  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Kate Andes  
**Address Line 1:** 1221 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	1111002-0280-CM65
<b>NAME OF SUBMITTER:</b>	Kate Andes
<b>SIGNATURE:</b>	/Kate Andes/
<b>DATE SIGNED:</b>	03/03/2021

**Total Attachments: 4**  
source=Smartbear - 2L Trademark Release#page1.tif  
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source=Smartbear - 2L Trademark Release#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "*Termination and Release*") is granted as of March 3, 2021 by **CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT L.L.C.**, as Administrative Agent (the "*Assignee*"), in favor of **SMARTBEAR SOFTWARE INC.**, a Delaware corporation ("*Assignor*"). Capitalized terms used but not otherwise defined in this Termination and Release shall have the meanings assigned to such terms in the Credit Agreement or Security Agreement as applicable (as hereinafter defined).

**WHEREAS**, reference is made to (i) the Second Lien Credit Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "*Credit Agreement*"), by and among Assignor, Assignee, the other Loan Parties party thereto, and the Lenders party thereto from time to time; (ii) the Second Lien Security Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and among Assignor, Assignee and the other Persons party thereto as "Grantor" thereunder, and (iii) the Memorandum of Security Interest in Trademarks, dated as of October 1, 2018, made by Assignor in favor of Assignee (the "*Trademark Security Agreement*").

**WHEREAS**, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on October 1, 2018, at Reel 6446, Frame 0305;

**WHEREAS**, the Assignor has requested that the Assignee hereby terminate, release and discharge fully its security interest in and lien on all right, title and interest of the Assignee in, to and under all of the Trademarks (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Assignor has requested that the Assignee provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interest in and lien on the Trademarks as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Trademark Security Agreement and releases, cancels, terminates and discharges all liens and security interest in, and reassigns to the Assignor all right, title and interest to and under the Trademarks, including, without limitation, those Trademark registrations and Trademark applications identified in Schedule 1 hereto;
2. authorizes and requests that this Termination and Release be recorded at the United States Patent and Trademark Office; and
3. agrees that it shall, and at Assignor's, or its respective successor's, assign's, or other legal representative's, reasonable request, execute, acknowledge and deliver to Assignor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CARLYLE GLOBAL CREDIT INVESTMENT  
MANAGEMENT L.L.C., as Administrative Agent

DocuSigned by:

*Erik Barrios*

By: \_\_\_\_\_  
AF524752ADAE400...

Name: Erik Barrios

Title: BDC Chief Compliance officer

SCHEDULE I  
TO  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Title Of Mark	Application or Serial Number	Registration Number	Filing Date	Date Issued
ALERTSITE	77765780	3833605	6/23/2009	8/17/2010
ALERTSITE UXM	86301924	4745057	6/5/2014	5/26/2015
ALERTSITE UXM SYNTHETIC	86301959	4745058	6/5/2014	5/26/2015
AQTIME PRO	86540722	4826649	2/20/2015	10/6/2015
CODE COLLABORATOR	78801889	3593132	1/29/2006	3/17/2009
COLLABORATOR	86557478	4812892	3/9/2015	9/15/2015
CrossBrowserTesting (logo combined with wordmark)	87513298		6/30/2017	
CROSSBROWSETESTING (wordmark)	87513261	5391187	6/30/2017	1/30/2018
DEJACLICK	86529994	4826094	2/10/2015	10/6/2015
LOADCOMPLETE	86442728	4731597	11/3/2014	5/5/2015
LOADCOMPLETE (SaaS)	86698311		7/20/2015	
LOADUI	86529007	4812184	2/9/2015	9/15/2015
LOADUI NG PRO	86698123	4893126	7/20/2015	1/26/2016
LOADUI PRO	86528971	4821887	2/9/2015	9/29/2015
Logo (Bear Design)	88021670		6/29/2018	
QACOMPLETE	86536043	4812650	2/16/2015	9/15/2015
READY! API	86399610	4783464	9/19/2014	7/28/2015
SECURE PRO	86698046	4943300	7/20/2015	4/19/2016
SERVICEV	86423528	4783534	10/14/2014	7/28/2015
SERVICEV PRO	87702137	5518191	11/29/2017	7/17/2018
SMARTBEAR	86301941	4691380	6/5/2014	2/24/2015
SMARTBEAR & Logo (Bear Design)	88021677		6/29/2018	
SOAPUI	86528865	4812180	2/9/2015	9/15/2015
SOAPUI NG PRO	86528895	4821885	2/9/2015	9/29/2015
SWAGGER	86616306	4866618	4/30/2015	12/8/2015
SWAGGER API	86616314	4980971	4/30/2015	6/21/2016
SWAGGERHUB	86732123	5115466	8/20/2015	1/3/2017
TESTCOMPLETE	86536088	4812654	2/16/2015	9/15/2015
TESTCOMPLETE DESKTOP	87243622	5240518	11/21/2016	7/11/2017
TESTCOMPLETE MOBILE	87243534	5240512	11/21/2016	7/11/2017
TESTCOMPLETE WEB	87243575	5240516	11/21/2016	7/11/2017
TESTLEFT	87039457	5109264	5/17/2016	12/27/2016
VIRTSERVER	86419407	4893553	10/9/2014	1/26/2016
VIRTSERVER	87702170		11/29/2017	