

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTBEAR SOFTWARE INC.		03/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC, as the Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	3833605	ALERTSITE	
Registration Number:	4745057	ALERTSITE UXM	
Registration Number:	4745058	ALERTSITE UXM SYNTHETIC	
Registration Number:	5898723	AQTIME	
Registration Number:	4826649	AQTIME PRO	
Registration Number:	4812892	COLLABORATOR	
Registration Number:	5898731	COLLABORATOR	
Registration Number:	5391187	CROSSBROWSERTESTING	
Registration Number:	5558597	CROSSBROWSERTESTING	
Registration Number:	4826094	DEJACLICK	
Registration Number:	5886458		
Registration Number:	5886820		
Registration Number:	5898725		
Registration Number:	5886823		
Registration Number:	5886825		
Registration Number:	5886827		
Registration Number:	5886830		
Registration Number:	5886831		
Registration Number:	5886833		
TRADEMARK			

CH \$1890.00 3833605

Property Type	Number	Word Mark
Registration Number:	6043396	
Registration Number:	5886834	
Registration Number:	6043400	
Registration Number:	5898727	
Registration Number:	5898728	
Registration Number:	5898730	
Registration Number:	6147094	
Registration Number:	5898726	SMARTBEAR HIPTTEST
Registration Number:	5855169	HIPTTEST
Registration Number:	4731597	LOADCOMPLETE
Registration Number:	5886762	LOADNINJA
Registration Number:	5886763	LOADNINJA
Registration Number:	4812184	LOADUI
Registration Number:	4893126	LOADUI NG PRO
Registration Number:	4821887	LOADUI PRO
Registration Number:	4812650	QACOMPLETE
Registration Number:	4783464	READY! API
Registration Number:	5886828	READYAPI
Registration Number:	4943300	SECURE PRO
Registration Number:	4783534	SERVICEV
Registration Number:	5518191	SERVICEV PRO
Registration Number:	5898732	SERVICEV PRO
Registration Number:	4691380	SMARTBEAR
Registration Number:	5886460	SMARTBEAR
Registration Number:	5886819	SMARTBEAR ALERTSITE
Registration Number:	5898724	SMARTBEAR AQTIME
Registration Number:	5886822	SMARTBEAR COLLABORATOR
Registration Number:	5892865	SMARTBEAR CROSSBROWSETESTING
Registration Number:	5898729	SMARTBEAR LOADNINJA
Registration Number:	6043394	SMARTBEAR LOADUI PRO
Registration Number:	5886829	SMARTBEAR READYAPI
Registration Number:	6043399	SMARTBEAR SWAGGER INSPECTOR
Registration Number:	6043402	SMARTBEAR SWAGGERHUB
Registration Number:	6043403	SMARTBEAR TESTCOMPLETE
Registration Number:	6153363	SMARTBEAR TESTENGINE
Registration Number:	6151947	SMARTBEAR ZEPHYR
Registration Number:	4812180	SOAPUI
Registration Number:	4821885	SOAPUI NG PRO

Property Type	Number	Word Mark
Registration Number:	5886832	SOAPUI PRO
Registration Number:	6043395	SOAPUI SUPPORTED BY SMARTBEAR
Registration Number:	5886826	
Registration Number:	4866618	SWAGGER
Registration Number:	4980971	SWAGGER API
Registration Number:	6043397	SWAGGER CODEGEN SUPPORTED BY SMARTBEAR
Registration Number:	6043398	SWAGGER EDITOR SUPPORTED BY SMARTBEAR
Registration Number:	6043401	SWAGGER UI SUPPORTED BY SMARTBEAR
Registration Number:	5115466	SWAGGERHUB
Registration Number:	4812654	TESTCOMPLETE
Registration Number:	5240518	TESTCOMPLETE DESKTOP
Registration Number:	5240512	TESTCOMPLETE MOBILE
Registration Number:	5240516	TESTCOMPLETE WEB
Registration Number:	6098220	TESTENGINE
Registration Number:	5109264	TESTLEFT
Registration Number:	4893553	VIRTSERVER
Registration Number:	5636189	VIRTSERVER
Registration Number:	6151946	ZEPHYR

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	34632-30860
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	03/04/2021

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of March 3, 2021 (this “**Agreement**”) is made by **SMARTBEAR SOFTWARE INC.**, a Delaware corporation (“**Grantor**”), in favor of **BARINGS FINANCE LLC**, as the collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “**Collateral Agent**”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto) and all renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of the Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien Intercreditor Agreement), including liens and security interests granted to the Senior Collateral Agent (as defined in the First Lien Intercreditor Agreement) pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SMARTBEAR SOFTWARE INC.,
a Delaware corporation,
as Grantor

By: 

Name: Bryce Chicoyne

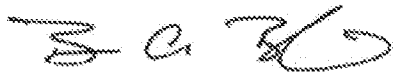
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007210 FRAME: 0948

Accepted and Agreed:








BARINGS FINANCE LLC,
as the Collateral Agent










By:  _____

Name: Brian Baldwin

Title: Managing Director

**SCHEDULE A to
TRADEMARK SECURITY AGREEMENT**

Grantor	Mark	Registration Number	Registration Date
SmartBear Software Inc.	ALERTSITE	3833605	8/17/2010
SmartBear Software Inc.	ALERTSITE UXM	4745057	5/26/2015
SmartBear Software Inc.	ALERTSITE UXM SYNTHETIC	4745058	5/26/2015
SmartBear Software Inc.	AQTIME	5898723	10/29/2019
SmartBear Software Inc.	AQTIME PRO	4826649	10/6/2015
SmartBear Software Inc.	COLLABORATOR	4812892	9/15/2015
SmartBear Software Inc.	COLLABORATOR	5898731	10/29/2019
SmartBear Software Inc.	CROSSBROWSETESTING	5391187	1/30/2018
SmartBear Software Inc.	CROSSBROWSETESTING	5558597	9/11/2018
SmartBear Software Inc.	DEJACLICK	4826094	10/6/2015
SmartBear Software Inc.	Design Only 	5886458	10/15/2019
SmartBear Software Inc.	Design Only 	5886820	10/15/2019
SmartBear Software Inc.	Design Only 	5898725	10/29/2019
SmartBear Software Inc.	Design Only 	5886823	10/15/2019
SmartBear Software Inc.	Design Only 	5886825	10/15/2019
SmartBear Software Inc.	Design Only 	5886827	10/15/2019
SmartBear Software Inc.	Design Only 	5886830	10/15/2019

SmartBear Software Inc.	Design Only 	5886831	10/15/2019
SmartBear Software Inc.	Design Only 	5886833	10/15/2019
SmartBear Software Inc.	Design Only 	6043396	4/28/2020
SmartBear Software Inc.	Design Only 	5886834	10/15/2019
SmartBear Software Inc.	Design Only 	6043400	4/28/2020
SmartBear Software Inc.	Design Only 	5898727	10/29/2019
SmartBear Software Inc.	Design Only 	5898728	10/29/2019
SmartBear Software Inc.	Design Only 	5898730	10/29/2019
SmartBear Software Inc.	Design Only 	6147094	9/8/2020
SmartBear Software Inc.	H SMARTBEAR HIPTTEST	5898726	10/29/2019
SmartBear Software Inc.	HIPTTEST	5855169	9/10/2019
SmartBear Software Inc.	LOADCOMPLETE	4731597	5/5/2015
SmartBear Software Inc.	LOADNINJA	5886762	10/15/2019
SmartBear Software Inc.	LOADNINJA	5886763	10/15/2019
SmartBear Software Inc.	LOADUI	4812184	9/15/2015
SmartBear Software Inc.	LOADUI NG PRO	4893126	1/26/2016
SmartBear Software Inc.	LOADUI PRO	4821887	9/29/2015
SmartBear Software Inc.	QACOMPLETE	4812650	9/15/2015

SmartBear Software Inc.	READY! API	4783464	7/28/2015
SmartBear Software Inc.	READYAPI	5886828	10/15/2019
SmartBear Software Inc.	SECURE PRO	4943300	4/19/2016
SmartBear Software Inc.	SERVICEV	4783534	7/28/2015
SmartBear Software Inc.	SERVICEV PRO	5518191	7/17/2018
SmartBear Software Inc.	SERVICEV PRO	5898732	10/29/2019
SmartBear Software Inc.	SMARTBEAR	4691380	2/24/2015
SmartBear Software Inc.	SMARTBEAR	5886460	10/15/2019
SmartBear Software Inc.	SMARTBEAR ALERTSITE	5886819	10/15/2019
SmartBear Software Inc.	SMARTBEAR AQTIME	5898724	10/29/2019
SmartBear Software Inc.	SMARTBEAR COLLABORATOR	5886822	10/15/2019
SmartBear Software Inc.	SMARTBEAR CROSSBROWSERTESTING	5892865	10/22/2019
SmartBear Software Inc.	SMARTBEAR LOADNINJA	5898729	10/29/2019
SmartBear Software Inc.	SMARTBEAR LOADUI PRO	6043394	4/28/2020
SmartBear Software Inc.	SMARTBEAR READYAPI	5886829	10/15/2019
SmartBear Software Inc.	SMARTBEAR SWAGGER INSPECTOR	6043399	4/28/2020
SmartBear Software Inc.	SMARTBEAR SWAGGERHUB	6043402	4/28/2020
SmartBear Software Inc.	SMARTBEAR TESTCOMPLETE	6043403	4/28/2020
SmartBear Software Inc.	SMARTBEAR TESTENGINE	6153363	9/15/2020
SmartBear Software Inc.	SMARTBEAR ZEPHYR	6151947	9/15/2020
SmartBear Software Inc.	SOAPUI	4812180	9/15/2015
SmartBear Software Inc.	SOAPUI NG PRO	4821885	9/29/2015
SmartBear Software Inc.	SOAPUI PRO	5886832	10/15/2019
SmartBear Software Inc.	SOAPUI SUPPORTED BY SMARTBEAR	6043395	4/28/2020
SmartBear Software Inc.	SS	5886826	10/15/2019
SmartBear Software Inc.	SWAGGER	4866618	12/8/2015
SmartBear Software Inc.	SWAGGER API	4980971	6/21/2016
SmartBear Software Inc.	SWAGGER CODEGEN SUPPORTED BY SMARTBEAR	6043397	4/28/2020
SmartBear Software Inc.	SWAGGER EDITOR SUPPORTED BY SMARTBEAR	6043398	4/28/2020
SmartBear Software Inc.	SWAGGER UI SUPPORTED BY SMARTBEAR	6043401	4/28/2020
SmartBear Software Inc.	SWAGGERHUB	5115466	1/3/2017
SmartBear Software Inc.	TESTCOMPLETE	4812654	9/15/2015
SmartBear Software Inc.	TESTCOMPLETE DESKTOP	5240518	7/11/2017
SmartBear Software Inc.	TESTCOMPLETE MOBILE	5240512	7/11/2017
SmartBear Software Inc.	TESTCOMPLETE WEB	5240516	7/11/2017
SmartBear Software Inc.	TESTENGINE	6098220	7/7/2020
SmartBear Software Inc.	TESTLEFT	5109264	12/27/2016
SmartBear Software Inc.	VIRTSERVER	4893553	1/26/2016
SmartBear Software Inc.	VIRTSERVER	5636189	12/25/2018
SmartBear Software Inc.	ZEPHYR	6151946	9/15/2020