

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Progress Software Corporation		01/25/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77886252	CHEF	
<b>Serial Number:</b>	86186858		
<b>Serial Number:</b>	88381322	CHEF HABITAT	
<b>Serial Number:</b>	88403548	CHEF INFRA	
<b>Serial Number:</b>	86667260	COMPLIANCE AT VELOCITY	
<b>Serial Number:</b>	76041259	CORTICON	
<b>Serial Number:</b>	88845811	CORTICON.JS	
<b>Serial Number:</b>	74567557	DATADIRECT	
<b>Serial Number:</b>	85914739	DATADIRECT CLOUD	
<b>Serial Number:</b>	85951629	DATADIRECT CLOUD	
<b>Serial Number:</b>	75468012	DATADIRECT CONNECT	
<b>Serial Number:</b>	76542520	DATADIRECT CONNECT64	
<b>Serial Number:</b>	77313737	DATADIRECT XML CONVERTERS	
<b>Serial Number:</b>	78446038	DATADIRECT XQUERY	
<b>Serial Number:</b>	86327121	DATARPM	
<b>Serial Number:</b>	88103762	DEFRAG THIS	
<b>Serial Number:</b>	85857632	DELIVER MORE THAN EXPECTED	
<b>Serial Number:</b>	86186850	CHEF	
<b>Serial Number:</b>	97187789	FIDDLER	

CH \$1415.00 77886252

Property Type	Number	Word Mark
Serial Number:	97187771	FIDDLERCORE
Serial Number:	86947726	HABITAT
Serial Number:	87503497	IMACROS
Serial Number:	88248949	INSPEC
Serial Number:	77073079	IPSWITCH
Serial Number:	85798689	IPSWITCH
Serial Number:	85621491	KENDO UI
Serial Number:	87843104	KINVEY
Serial Number:	87843115	KINVEY
Serial Number:	74084855	MESSAGEWAY
Serial Number:	78203141	MOVE IT
Serial Number:	85730348	MOVEIT
Serial Number:	88634406	NATIVECHAT
Serial Number:	78064469	OPENEDGE
Serial Number:	74685835	POWERED BY PROGRESS
Serial Number:	73462165	PROGRESS
Serial Number:	86913477	PROGRESS
Serial Number:	87556825	PROGRESS
Serial Number:	78095727	PROGRESS SOFTWARE DEVELOPERS NETWORK
Serial Number:	87699910	SITEFINITY
Serial Number:	90408415	SITEFINITY INSIGHT
Serial Number:	86834043	
Serial Number:	86834086	
Serial Number:	86834049	
Serial Number:	86120385	
Serial Number:	86120374	
Serial Number:	86222931	
Serial Number:	85621498	
Serial Number:	76533574	STYLUS STUDIO
Serial Number:	85811593	TELERIK
Serial Number:	85522318	TEST STUDIO
Serial Number:	75755384	ULTRAADMIN
Serial Number:	75131865	WEBSPEED
Serial Number:	77746249	WHATSCONFIGURED
Serial Number:	77494846	WHATSCONNECTED
Serial Number:	75089909	WHATSUP
Serial Number:	77599325	WS_FTP

**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:** 3129932652  
**Email:** heather.poitras@lw.com  
**Correspondent Name:** Heather Poitras  
**Address Line 1:** c/o Latham & Watkins 330 N Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	049067-0414
<b>NAME OF SUBMITTER:</b>	Heather Poitras
<b>SIGNATURE:</b>	/hp/
<b>DATE SIGNED:</b>	01/25/2022

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 25, 2022, is made by PROGRESS SOFTWARE CORPORATION, a Delaware corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as borrower, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Ratification and Reaffirmation of Collateral Documents dated as of the date hereof, ratifying and reaffirming that certain Amended and Restated Pledge and Security Agreement dated as of November 20, 2017 by and between the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1 all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2 all extensions and renewals of the foregoing;

2.3 all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4 all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5 any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6 any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for any infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.


6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. **Receipt by telecopy or other electronic transmission (including "PDF")** of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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

GRANTOR:

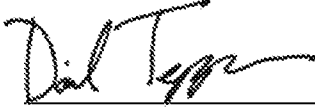
PROGRESS SOFTWARE CORPORATION

By:   
Name: Anthony Folger  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: David Tepper  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

<b>Trademark</b>	<b>Application Number Publication Date</b>	<b>Registration Number Registration Date</b>	<b>Grantor</b>
CHEF	77886252 04-Dec-2009	3,827,461 03-Aug-2010	PROGRESS SOFTWARE CORPORATION
CHEF (and Design)	86186858 06-Feb-2014	4,983,694 21-Jun-2016	PROGRESS SOFTWARE CORPORATION
CHEF HABITAT	88381322 11-Apr-2019	6,540,258 26-Oct-2021	PROGRESS SOFTWARE CORPORATION
CHEF INFRA	88403548 03-Jan-2019		PROGRESS SOFTWARE CORPORATION
COMPLIANCE AT VELOCITY	86667260 15-Jun-2015	4,918,167 15-Mar-2016	PROGRESS SOFTWARE CORPORATION
CORTICON	76/041,259 04-May-2000	2,717,766 20-May-2003	PROGRESS SOFTWARE CORPORATION
CORTICON.JS	88845811 24-Mar-2020	6,435,408 27-Jul-2021	PROGRESS SOFTWARE CORPORATION
DATADIRECT (and Design)	74/567,557 30-Aug-1994	2,000,319 10-Sep-1996	PROGRESS SOFTWARE CORPORATION
DATADIRECT CLOUD	85914739 25-Apr-2013	4,523,270 29-Apr-2014	PROGRESS SOFTWARE CORPORATION
DATADIRECT CLOUD	85951629 05-Jun-2013	4,462,807 07-Jan-2014	PROGRESS SOFTWARE CORPORATION
DATADIRECT CONNECT	75/468,012 14-Apr-1998	2,492,962 25-Sep-2001	PROGRESS SOFTWARE CORPORATION
DATADIRECT CONNECT64	76/542,520 04-Sep-2003	2,991,056 06-Sep-2005	PROGRESS SOFTWARE CORPORATION
DATADIRECT XML CONVERTERS	77/313,737 25-Oct-2007	3,483,812 12-Aug-2008	PROGRESS SOFTWARE CORPORATION
DATADIRECT XQUERY	78/446,038 06-Jul-2004	3,154,886 10-Oct-2006	PROGRESS SOFTWARE CORPORATION



Trademark	Application Number Publication Date	Registration Number Registration Date	Grantor
DATARPM	86/327121 02-Jul-2014	4,788,655 11-Aug-2015	PROGRESS SOFTWARE CORPORATION
DEFRAG THIS	88/103762 04-Sep-2018	5721925 09-Apr-2019	PROGRESS SOFTWARE CORPORATION
DELIVER MORE THAN EXPECTED	85/857,632 22-Feb-2013	4,424,697 29-Oct-2013	PROGRESS SOFTWARE CORPORATION
Design Only (from Chef)	86186850 06-Feb-2014	4,983,693 21-Jun-2016	PROGRESS SOFTWARE CORPORATION
DRIVING NETWORK VISIBILITY	1346548 19-Dec-2016	5,343,559 28-Nov-2017	PROGRESS SOFTWARE CORPORATION
FIDDLER	97/187,789 23-Dec-2021		PROGRESS SOFTWARE CORPORATION
FIDDLERCORE	97/187,771 23-Dec-2021		PROGRESS SOFTWARE CORPORATION
FLOWMON	916597 09-Mar-2006	3,376,246 29-Jan-2008	PROGRESS SOFTWARE CORPORATION
HABITAT	86947726 21-Mar-2016	5,351,262 05-Dec-2017	PROGRESS SOFTWARE CORPORATION
IMACROS	87/503497 23-Jun-2017	5395029 06-Feb-2018	PROGRESS SOFTWARE CORPORATION
INSPEC	88248949 03-Jan-2019	5,878,194 08-Oct-2019	PROGRESS SOFTWARE CORPORATION
IPSWITCH	77/073079 29-Dec-2006	3285341 28-Aug-2007	PROGRESS SOFTWARE CORPORATION
IPSWITCH	85/798689 10-Dec-2012	4429964 05-Nov-2013	PROGRESS SOFTWARE CORPORATION
KENDO UI	85/621,491 10-May-2012	4,288,288 12-Feb-2013	PROGRESS SOFTWARE CORPORATION
KINVEY	87/843,104 21-Mar-2018	5,575,904 02-Oct-2018	PROGRESS SOFTWARE CORPORATION

Trademark	Application Number Publication Date	Registration Number Registration Date	Grantor
KINVEY	87/843,115 21-Mar-2018	5,742,982 07-May-2019	PROGRESS SOFTWARE CORPORATION
MESSAGEWAY	74/084855 03-Aug-1990	1682721 14-Apr-1992	PROGRESS SOFTWARE CORPORATION
MOVEIT & Design	78/203141 14-Jan-2003	2836489 27-Apr-2004	PROGRESS SOFTWARE CORPORATION
MOVEit (Stylized)	85/730348 17-Sep-2012	4449901 17-Dec-2013	PROGRESS SOFTWARE CORPORATION
NATIVECHAT	88634406 27-Sep-2019	6,207,046 24-Nov-2020	PROGRESS SOFTWARE CORPORATION
OpenEdge	78/064,469 18-May-2001	2,942,831 19-Apr-2005	PROGRESS SOFTWARE CORPORATION
POWERED BY PROGRESS	74/685,835 08-Jun-1995	2,017,100 19-Nov-1996	PROGRESS SOFTWARE CORPORATION
PROGRESS	73/462,165 23-Jan-1984	1,382,068 11-Feb-1986	PROGRESS SOFTWARE CORPORATION
PROGRESS	86/913,477 19-Feb-2016	5,273,874 29-Aug-2017	PROGRESS SOFTWARE CORPORATION
PROGRESS	87/556,825 04-Aug-2017	5,370,207 02-Jan-2018	PROGRESS SOFTWARE CORPORATION
PROGRESS SOFTWARE DEVELOPERS NETWORK	78/095,727 29-Nov-2001	3,029,975 13-Dec-2005	PROGRESS SOFTWARE CORPORATION
SITEFINITY	87699910 28-Nov-2017	5,512,461 10-Jul-2018	PROGRESS SOFTWARE CORPORATION
SITEFINITY INSIGHT	90408415 23-Dec-2020	6,551,955 09-Nov-2021	PROGRESS SOFTWARE CORPORATION
Stylized Design (Arrow/3D Box Logo)	86834043 30-Nov-2015	5,092,726 29-Nov-2016	PROGRESS SOFTWARE CORPORATION
Stylized Design (Arrow/3D Box Logo)	86834086 30-Nov-2015	5,196,545 02-May-2017	PROGRESS SOFTWARE CORPORATION

Trademark	Application Number Publication Date	Registration Number Registration Date	Grantor
Stylized Design (Arrow/3D Box Logo)	86834049 30-Nov-2015	5,196,544 02-May-2017	PROGRESS SOFTWARE CORPORATION
Stylized Design (Spark Logo)	86/120,385 15-Nov-2013	4,522,071 29-Apr-2014	PROGRESS SOFTWARE CORPORATION
Stylized Design (Spark Logo)	86/120,374 15-Nov-2013	4,522,070 29-Apr-2014	PROGRESS SOFTWARE CORPORATION
Stylized Design (Spark Logo) (Color)	86/222,931 17-Mar-2014	4,597,303 02-Sep-2014	PROGRESS SOFTWARE CORPORATION
Stylized Design of Samurai	85/621,498 10-May-2012	4,288,289 12-Feb-2013	PROGRESS SOFTWARE CORPORATION
STYLUS STUDIO	76/533,574 30-Jul-2003	2,890,968 05-Oct-2004	PROGRESS SOFTWARE CORPORATION
TELERIK	85/811,593 27-Dec-2012	4,387,524 20-Aug-2013	PROGRESS SOFTWARE CORPORATION
TEST STUDIO	85/522,318 23-Jan-2012	4,337,103 21-May-2013	PROGRESS SOFTWARE CORPORATION
ULTRAADMIN	75/755384 16-Aug-1999	2615695 03-Sep-2002	PROGRESS SOFTWARE CORPORATION
WebSpeed	75/131,865 10-Jul-1996	2,104,287 07-Oct-1997	PROGRESS SOFTWARE CORPORATION
WHATSCONFIGURED	77/746249 28-May-2009	3819575 13-Jul-2010	PROGRESS SOFTWARE CORPORATION
WHATSCONNECTED	77/7494846 10-Jun-2008	3617374 05-May-2009	PROGRESS SOFTWARE CORPORATION
WHATSUP	75/089909 17-Apr-1996	2059115 06-May-1997	PROGRESS SOFTWARE CORPORATION
WS_FTP	77/599325 23-Oct-2008	3634583 09-Jun-2009	PROGRESS SOFTWARE CORPORATION