TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718918

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Progress Software Corporation		04/04/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	IL1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85712445	KEMP
Serial Number:	85712429	K
Serial Number:	85712489	#1 LOAD BALANCER IN PRICE/PERFORMANCE
Serial Number:	85712466	LOADMASTER
Serial Number:	87143217	360 VISION
Serial Number:	87143227	360 CENTRAL
Serial Number:	88564570	KEMP

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

ATTORNEY DOCKET NUMBER:	049067-0414 HP
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/

CH $190.00 85712445

DATE SIGNED:	04/04/2022

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 4, 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 January 25, 2022 (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 January 25, 2022, 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

ADMINISTRATIVE AGENT:

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

By: _____
Name: David Tepper
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number Publication Date	Registration Number Registration Date	Grantor
KEMP	85/712,445 Aug 24, 2021	4,431,031 Nov 12, 2013	PROGRESS SOFTWARE CORPORATION
Stylized letter "K"	85/712,429 Aug 24, 2012	4,427,645 Nov 5, 2013	PROGRESS SOFTWARE CORPORATION
#1 LOAD BALANCER IN PRICE/PERFORMANCE	85/712,489 Aug 24, 2012	4,397,967 Sep 3, 2013	PROGRESS SOFTWARE CORPORATION
LOADMASTER	85/712,466 Aug 24, 2012	4,427,646 Nov 5, 2013	PROGRESS SOFTWARE CORPORATION
360 VISION	87/143,217 Aug 18, 2016	5,325,229 Oct 31, 2017	PROGRESS SOFTWARE CORPORATION
360 CENTRAL	87/143,227 Aug 18, 2016	5,546,502 Aug 21, 2018	PROGRESS SOFTWARE CORPORATION
KEMP (and Design)	88/564,570 Aug 02, 2019	6,133,999 Aug 25, 2020	PROGRESS SOFTWARE CORPORATION