

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI78477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROGRESS SOFTWARE CORPORATION		03/07/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company 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:	60680-2026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4397967	#1 LOAD BALANCER IN PRICE/PERFORMANCE	
Registration Number:	5546502	360 CENTRAL	
Registration Number:	5325229	360 VISION	
Registration Number:	3827461	CHEF	
Registration Number:	6540258	CHEF HABITAT	
Registration Number:	6548158	CHEF INFRA	
Registration Number:	6435408	CORTICON.JS	
Registration Number:	5826432	DATA HUB FLIGHT SCHOOL	
Registration Number:	4523270	DATADIRECT CLOUD	
Registration Number:	5721925	DEFRAG THIS	
Registration Number:	4424697	DELIVER MORE THAN EXPECTED	
Registration Number:	7221187	FIDDLER	
Registration Number:	7221186	FIDDLERCORE	
Registration Number:	5351262	HABITAT	
Registration Number:	5395029	IMACROS	
Registration Number:	5878194	INSPEC	
Registration Number:	4431031	KEMP	
Registration Number:	6133999	KEMP	
Registration Number:	4288288	KENDO UI	

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Property Type	Number	Word Mark
Registration Number:	5575904	KINVEY
Registration Number:	5742982	KINVEY
Registration Number:	4427646	LOADMASTER
Registration Number:	4449901	MOVEIT
Registration Number:	6207046	NATIVECHAT
Registration Number:	5273874	PROGRESS
Registration Number:	5370207	PROGRESS
Registration Number:	1569450	SEQUELINK
Registration Number:	5512461	SITEFINITY
Registration Number:	6551955	SITEFINITY INSIGHT
Registration Number:	5092726	
Registration Number:	5196545	
Registration Number:	5196544	
Registration Number:	4387524	TELERIK
Registration Number:	4337103	TEST STUDIO
Registration Number:	3819575	WHATSCONFIGURED
Registration Number:	3617374	WHATSCONNECTED
Registration Number:	3634583	WS_FTP
Registration Number:	2717766	CORTICON
Registration Number:	2000319	DATADIRECT
Registration Number:	2492962	DATADIRECT CONNECT
Registration Number:	2991056	DATADIRECT CONNECT64
Registration Number:	3483812	DATADIRECT XML CONVERTERS
Registration Number:	3154886	DATADIRECT XQUERY
Registration Number:	3285341	IPSWITCH
Registration Number:	1682721	MESSAGEWAY
Registration Number:	2836489	MOVE IT
Registration Number:	2942831	OPENEDGE
Registration Number:	2017100	POWERED BY PROGRESS
Registration Number:	1382068	PROGRESS
Registration Number:	3029975	PROGRESS SOFTWARE DEVELOPERS NETWORK
Registration Number:	2104287	WEBSPEED
Registration Number:	2059115	WHATSUP

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: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0414

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: Heather Poitras

DATE SIGNED: 03/07/2024

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 7, 2024, 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 Fourth 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.

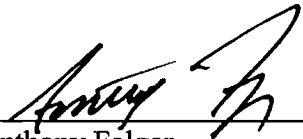
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy 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]

TRADEMARK
REEL: 008363 FRAME: 0319

ADMINISTRATIVE AGENT:

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

By: 
Name: Jorge Diaz Granados
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008363 FRAME: 0320

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Registration No.	Registration Date
Progress Software Corporation	#1 LOAD BALANCER IN PRICE/PERFORMANCE	4,397,967	03-Sep-2013
Progress Software Corporation	360 CENTRAL	5,546,502	21-Aug-2018
Progress Software Corporation	360 VISION	5,325,229	31-Oct-2017
Progress Software Corporation	CHEF	3,827,461	03-Aug-2010
Progress Software Corporation	CHEF HABITAT	6,540,258	26-Oct-2021
Progress Software Corporation	CHEF INFRA	6,548,158	02-Nov-2021
Progress Software Corporation	CORTICON.JS	6,435,408	27-Jul-2021
MarkLogic Corporation	DATA HUB FLIGHT SCHOOL	5,826,432	06-Aug-2019
Progress Software Corporation	DATADIRECT CLOUD	4,523,270	29-Apr-2014
Progress Software Corporation	DEFRAG THIS	5721925	09-Apr-2019
Progress Software Corporation	DELIVER MORE THAN EXPECTED	4,424,697	29-Oct-2013
Progress Software Corporation	FIDDLER	7221187	21-Nov-2023
Progress Software Corporation	FIDDLERCORE	7221186	21-Nov-2023
Progress Software Corporation	HABITAT	5,351,262	05-Dec-2017
Progress Software Corporation	IMACROS	5395029	06-Feb-2018
Progress Software Corporation	INSPEC	5,878,194	08-Oct-2019
Progress Software Corporation	KEMP	4,431,031	12-Nov-2013
Progress Software Corporation	KEMP (and Design)	6,133,999	25-Aug-2020
Progress Software Corporation	KENDO UI	4,288,288	12-Feb-2013
Progress Software Corporation	KINVEY	5,575,904	02-Oct-2018
Progress Software Corporation	KINVEY	5,742,982	07-May-2019

Grantor	Trademark	Registration No.	Registration Date
Progress Software Corporation	LOADMASTER	4,427,646	05-Nov-2013
Progress Software Corporation	MOVEit (Stylized)	4449901	17-Dec-2013
Progress Software Corporation	NATIVECHAT	6,207,046	24-Nov-2020
Progress Software Corporation	PROGRESS	5,273,874	29-Aug-2017
Progress Software Corporation	PROGRESS	5,370,207	02-Jan-2018
Progress Software Corporation	SEQUELINK	1569450	05-Dec-1989
Progress Software Corporation	SITEFINITY	5,512,461	10-Jul-2018
Progress Software Corporation	SITEFINITY INSIGHT	6,551,955	09-Nov-2021
Progress Software Corporation	Stylized Design (Arrow/3D Box Logo)	5,092,726	29-Nov-2016
Progress Software Corporation	Stylized Design (Arrow/3D Box Logo)	5,196,545	02-May-2017
Progress Software Corporation	Stylized Design (Arrow/3D Box Logo)	5,196,544	02-May-2017
Progress Software Corporation	TELERIK	4,387,524	20-Aug-2013
Progress Software Corporation	TEST STUDIO	4,337,103	21-May-2013
Progress Software Corporation	WHATSCONFIGURED	3819575	13-Jul-2010
Progress Software Corporation	WHATSCONNECTED	3617374	05-May-2009
Progress Software Corporation	WS_FTP	3634583	09-Jun-2009
Progress Software Corporation	CORTICON	2,717,766	20-May-2003
Progress Software Corporation	DATADIRECT (and Design)	2,000,319	10-Sep-1996
Progress Software Corporation	DATADIRECT CONNECT	2,492,962	25-Sep-2001
Progress Software Corporation	DATADIRECT CONNECT64	2,991,056	06-Sep-2005
Progress Software Corporation	DATADIRECT XML CONVERTERS	3,483,812	12-Aug-2008
Progress Software Corporation	DATADIRECT XQUERY	3,154,886	10-Oct-2006
Progress Software Corporation	IPSWITCH	3285341	28-Aug-2007
Progress Software Corporation	LOADMASTER	4427646	5-Nov-2013

Grantor	Trademark	Registration No.	Registration Date
Progress Software Corporation	MESSAGEWAY	1682721	14-Apr-1992
Progress Software Corporation	MOVEit (and Design)	2836489	27-Apr-2004
Progress Software Corporation	OpenEdge	2,942,831	19-Apr-2005
Progress Software Corporation	POWERED BY PROGRESS	2,017,100	19-Nov-1996
Progress Software Corporation	PROGRESS	1,382,068	11-Feb-1986
Progress Software Corporation	PROGRESS SOFTWARE DEVELOPERS NETWORK	3,029,975	13-Dec-2005
Progress Software Corporation	WebSpeed	2,104,287	07-Oct-1997
Progress Software Corporation	WHATSUP	2059115	06-May-1997