

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALLIDUS SOFTWARE INC.		05/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2451479	CALLIDUS SOFTWARE	
Registration Number:	2395335	TRUECOMP	
Registration Number:	4173057	CALLIDUS CLOUD	
Registration Number:	4135663	CALLIDUS	
Registration Number:	4146825	CALLIDUSCLOUD	
Registration Number:	4225766	LEADFORMIX	
Registration Number:	3562945	6FIGUREJOBS	
Registration Number:	4452291	CALLIDUSCLOUD	
Registration Number:	3347365		
Registration Number:	3201597	GENIUS	
Registration Number:	3391065	GENIUS INTERACTIVE	
Registration Number:	3332245	GENIUS.COM	
Registration Number:	2182071	MARKETING GENIUS	
Registration Number:	3201600	SALESGENIUS	
Registration Number:	3614660	SO SIMPLE IT'S GENIUS	
Registration Number:	4300178	ICENTERA	
Registration Number:	4146801	LITMOS	
Registration Number:	4142820		
Serial Number:	85543623	LEADROCKET	
TRADEMARK			

CH \$615.00 2451479

Property Type	Number	Word Mark
Registration Number:	4171768	LOVE YOUR LMS
Registration Number:	3593744	TRUESERVICE+
Registration Number:	3375117	C CALLIDUS SOFTWARE
Registration Number:	3277517	PORTALS FOR MORTALS
Serial Number:	85428393	THUNDERBRIDGE

CORRESPONDENCE DATA

Fax Number: 2136305846

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: 213-891-0700

Email: meason@buchalter.com

Correspondent Name: Michele A. Eason, Sr. Paralegal

Address Line 1: 1000 Wilshire Blvd.

Address Line 2: Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	W3364-0002
NAME OF SUBMITTER:	Michele A. Eason
SIGNATURE:	/Michele A. Eason/
DATE SIGNED:	05/23/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of May 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 13, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Callidus Software Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 13, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by

different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

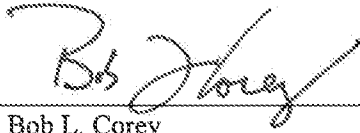
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page(s) to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CALLIDUS SOFTWARE INC.,
a Delaware corporation

By: 
Name: Bob L. Corey
Title: Senior Vice President and Chief Financial Officer

[Signatures continue on the following page]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: Mark A. Salem
Name: Mark A. Salem
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Callidus Software Inc.	U.S.	Callidus Software - Word	2,451,479
Callidus Software Inc.	U.S.	TrueComp - Word	2,395,335
Callidus Software Inc.	U.S.	CallidusCloud - Word	4,173,057
Callidus Software Inc.	U.S.	Callidus - Word	4,135,663
Callidus Software Inc.	U.S.	CallidusCloud - Design	4,146,825
Callidus Software Inc.	U.S.	LeadFormix - Word	4,225,766
Callidus Software Inc.	U.S.	6figurejobs - Word	3,562,945
Callidus Software Inc.	U.S.	CallidusCloud - Design	4,452,291
Callidus Software Inc.	U.S.	Genius Circle Design	3,347,365
Callidus Software Inc.	U.S.	Genius - Word	3,201,597
Callidus Software Inc.	U.S.	Genius Interactive - Word	3,391,065
Callidus Software Inc.	U.S.	Genius.com - Word	3,332,245
Callidus Software Inc.	U.S.	Marketing Genius - Word	2,182,071
Callidus Software Inc.	U.S.	SalesGenius - Word	3,201,600
Callidus Software Inc.	U.S.	So Simple It's Genius - Word	3,614,660
Callidus Software Inc.	U.S.	iCentera - Word	4,300,178
Callidus Software Inc.	U.S.	Litmos - Word	4,146,801
Callidus Software Inc.	U.S.	Litmos Miscellaneous Design	4,142,820
Callidus Software Inc.	U.S.	LeadRocket - Word	85/543,623

Grantor	Country	Mark	Application/ Registration No.
Callidus Software Inc.	U.S.	Love Your LMS - Word	4,171,768
Callidus Software Inc.	U.S.	TrueService+ - Word	3,593,744
Callidus Software Inc.	U.S.	C Callidus Software - Design	3,375,117
Callidus Software Inc.	U.S.	Portals for Mortals - Word	3,277,517
Callidus Software Inc.	U.S.	Thunderbridge - Word	85/428,393
Callidus Software Inc.	Australia	Callidus Software - Word	856,796
Callidus Software Inc.	Australia	TrueComp - Word	856,795
Callidus Software Inc.	Canada	TrueComp - Word	TMA582,891
Callidus Software Inc.	Canada	Callidus Software - Word	TMA580,081
Callidus Software Inc.	CTM	Callidus Software - Word	001827716
Callidus Software Inc.	CTM	Callidus Software - Design	001827732
Callidus Software Inc.	CTM	TrueComp - Word	001827286
Callidus Software Inc.	CTM	CallidusCloud - Word	011536034
Callidus Software Inc.	Hong Kong	Callidus - Word	300102932
Callidus Software Inc.	Hong Kong	CallidusCloud - Word	302656071