

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIBCO Software Inc., as Grantor		10/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. as Collateral Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4213291	BETTER DECISIONING	
Registration Number:	4439369	DATA HEALTH CHECK	
Registration Number:	4162661	DECISIONING PLATFORM	
Registration Number:	4271257	ELECTRONIC STATISTICS TEXTBOOK	
Registration Number:	4005255	LIVE SCORE	
Registration Number:	4268349	MAKING THE WORLD MORE PRODUCTIVE	
Registration Number:	4149030	PREDICTIVE CLAIMS FLOW	
Registration Number:	4216860	PREDICTIVE CLAIMS FLOW	
Registration Number:	4567439	PROCESS DATA EXPLORER	
Registration Number:	4561641	PROCESS TREE VIEWER	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	smackuth@tibco.com		
Correspondent Name:	TIBCO Software Inc.		
Address Line 1:	3307 Hillview Avenue		
Address Line 2:	James R. Knox		
Address Line 4:	Palo Alto, CALIFORNIA 94304		

OP \$265.00 4213291

NAME OF SUBMITTER:	Swantje Mackuth Aasen
SIGNATURE:	/swantje mackuth aasen/
DATE SIGNED:	11/03/2017
Total Attachments: 5 source=Trademark Security Agmt Oct 31 2017#page1.tif source=Trademark Security Agmt Oct 31 2017#page2.tif source=Trademark Security Agmt Oct 31 2017#page3.tif source=Trademark Security Agmt Oct 31 2017#page4.tif source=Trademark Security Agmt Oct 31 2017#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 31, 2017 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of December 5, 2014 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among TIBCO Software Inc., a Delaware corporation (the "Borrower"), Balboa Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Aggregate Commitments and full payment and performance of the Secured Obligations (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations and liabilities under the Secured Hedging Agreements and Secured Cash Management Agreements as to which arrangements to the applicable Cash Management Bank or Hedge Bank shall have been made, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

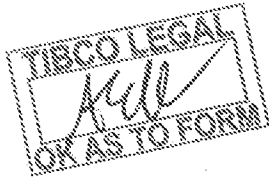
SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

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

PLEDGORS

TIBCO SOFTWARE INC.

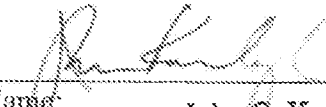


By: William R. Hughes

Name: **WILLIAM R. HUGHES**
Title: **EVP, CHIEF ADMINISTRATIVE OFFICER
& GENERAL COUNSEL**

[Signature Page to Trademark Security Agreement]

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

By: 
Name: John G. Kowalczyk
Title: Executive Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
TIBCO Software Inc.	4,213,291	Better Decisioning
TIBCO Software Inc.	4,439,369	Data Health Check
TIBCO Software Inc.	4,162,661	Decisioning Platform
TIBCO Software Inc.	4,271,257	Electronic Statistics Textbook
TIBCO Software Inc.	4,005,255	Live Score
TIBCO Software Inc.	4,268,349	Making the World More Productive
TIBCO Software Inc.	4,149,030	Predictive Claims Flow
TIBCO Software Inc.	4,216,860	Predictive Claims Flow
TIBCO Software Inc.	4,567,439	Process Data Explorer
TIBCO Software Inc.	4,561,641	Process Tree Viewer