

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM530807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perforce Software, Inc.		07/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2105341	PERFORCE	
Registration Number:	4381317	DEFECT SCRIBE	
Registration Number:	3231794	QA WIZARD	
Registration Number:	4355533	RESOURCE THIEF	
Registration Number:	2634767	SOLO SUBMIT	
Registration Number:	2648923	SOLOBUG	
Registration Number:	3267717	SURROUND SCM	
Registration Number:	2639022	TESTTRACK	
Registration Number:	5493430		
Registration Number:	5493431	HELIXALM	
Registration Number:	5493222	PERFORCE HELIX	
Registration Number:	5493223	HELIX VERSION CONTROL SYSTEM	
Registration Number:	5609585	HELIX IM	
Registration Number:	5561919	HELIX ALM SUITE	
Registration Number:	5561920	HELIX REQUIREMENTS MANAGEMENT	
Registration Number:	5561921	HELIX ISSUE MANAGEMENT	
Registration Number:	5546764	HELIX TEST CASE MANAGEMENT	
Registration Number:	5352060	HELIX ALM	

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Property Type	Number	Word Mark
Registration Number:	5548535	HELIX RM
Registration Number:	5548536	HELIX TCM
Registration Number:	5730805	
Registration Number:	5692759	HELIX TEAMHUB
Registration Number:	5710362	HELIX4GIT
Serial Number:	88134210	HANSOFT
Serial Number:	88134223	
Serial Number:	88375240	
Serial Number:	88375245	
Serial Number:	88375251	HELIX CORE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	064817-0002
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/08/2019

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 1, 2019 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Cortland Capital Market Services LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Perforce Software, Inc., a Delaware corporation (the “**Borrower**”), Perforce Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced 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, each Pledgor hereby agrees 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. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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

SECTION 5. 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 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

PERFORCE SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Michael C. Goergen
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

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

PLEDGOR:

ROGUE WAVE SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Michael C. Goergen
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

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

PLEDGOR:

GLIFFY, INC.,
a Delaware corporation

By: 
Name: Michael C. Goergen
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 

Name: Joseph Mascherin



Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:



Mark	Registration Number	Owner
PERFORCE	2,105,341	Perforce Software, Inc.
DEVEO	4,416,494 ¹	Perforce Software, Inc.
DEFECT SCRIBE	4,381,317	Perforce Software, Inc.
QA WIZARD	3,231,794	Perforce Software, Inc.
RESOURCE THIEF	4,355,533	Perforce Software, Inc.
SOLO SUBMIT	2,634,767	Perforce Software, Inc.
SOLOBUG	2,648,923	Perforce Software, Inc.
SURROUND SCM	3,267,717	Perforce Software, Inc.
TESTTRACK	2,639,022	Perforce Software, Inc.
	5,493,430	Perforce Software, Inc.
HelixALM	5,493,431	Perforce Software, Inc.
PERFORCE HELIX	5,493,222	Perforce Software, Inc.
HELIX VERSION CONTROL SYSTEM	5,493,223	Perforce Software, Inc.
HELIX IM	5,609,585	Perforce Software, Inc.
HELIX ALM SUITE	5561919	Perforce Software, Inc.
HELIX REQUIREMENTS MANAGEMENT	5561920	Perforce Software, Inc.
HELIX ISSUE MANAGEMENT	5561921	Perforce Software, Inc.
HELIX TEST CASE MANAGEMENT	5546764	Perforce Software, Inc.
HELIX ALM	5352060	Perforce Software, Inc.
HELIX RM	5548535	Perforce Software, Inc.
HELIX TCM	5548536	Perforce Software, Inc.
	2548397	ROGUE WAVE SOFTWARE, INC.
.H++	1725267	ROGUE WAVE SOFTWARE, INC.
HOSTACCESS	2056483	ROGUE WAVE SOFTWARE, INC.






¹ US registration no. 4416494 is the US designation of International Registration no. 1142421. USPTO will not record lien against the designation.

Mark	Registration Number	Owner
IMSL	3183601	ROGUE WAVE SOFTWARE, INC.
PV-WAVE	2291169	ROGUE WAVE SOFTWARE, INC.
ROGUE WAVE	1734538	ROGUE WAVE SOFTWARE, INC.
	2530765	ROGUE WAVE SOFTWARE, INC.
SOURCEPRO	2636987	ROGUE WAVE SOFTWARE, INC.
STINGRAY	2518511	ROGUE WAVE SOFTWARE, INC.
	2518512	ROGUE WAVE SOFTWARE, INC.
TOTALVIEW	2408733	ROGUE WAVE SOFTWARE, INC.
ZEND	2638052	ROGUE WAVE SOFTWARE, INC.
ZEND ENGINE	3434328	ROGUE WAVE SOFTWARE, INC.
ZEND FRAMEWORK	3439294	ROGUE WAVE SOFTWARE, INC.
ZEND GUARD	3359261	ROGUE WAVE SOFTWARE, INC.
ZEND STUDIO	3447816	ROGUE WAVE SOFTWARE, INC.
GeekOut	4605581	ROGUE WAVE SOFTWARE, INC.
AKANA	5091844	ROGUE WAVE SOFTWARE, INC.
APIGILITY	4734405	ROGUE WAVE SOFTWARE, INC.

Mark	Registration Number	Owner
JRebel	4221835	ROGUE WAVE SOFTWARE, INC.
Rebel Labs	4531860	ROGUE WAVE SOFTWARE, INC.
Rebellabs	4525391	ROGUE WAVE SOFTWARE, INC.
XRebel	4668674	ROGUE WAVE SOFTWARE, INC.
ZEND SERVER	3969472	ROGUE WAVE SOFTWARE, INC.
ZEND SERVER CLUSTER MANAGER	3969473	ROGUE WAVE SOFTWARE, INC.
ZeroTurnaround	4334067	ROGUE WAVE SOFTWARE, INC.
	5730805	PERFORCE SOFTWARE, INC.
HELIX TEAMHUB	5692759	PERFORCE SOFTWARE, INC.
HELIX4GIT	5710362	PERFORCE SOFTWARE, INC.
GLIFFY	4320891	GLIFFY, INC.
Z-RAY	4898179	ROGUE WAVE SOFTWARE, INC.

United States Trademark Applications:

Mark	Application Number	Owner
HANSOFT	88/134,210	Perforce Software, Inc.
	88/134,223	Perforce Software, Inc.
HELIX QAC	88/138,110*	Perforce Software, Inc.
	88/138,103*	Perforce Software, Inc.
OPENLOGIC	88077435	ROGUE WAVE SOFTWARE, INC

Mark	Application Number	Owner
 RogueWave	88159716	ROGUE WAVE SOFTWARE, INC
 RogueWave	88159720	ROGUE WAVE SOFTWARE, INC
 RogueWave	88159723	ROGUE WAVE SOFTWARE, INC
Design only 	88375240	Perforce Software, Inc.
Design only 	88375245	Perforce Software, Inc.
HELIX CORE	88375251	Perforce Software, Inc.
OPEN LOGIC	88448266	ROGUE WAVE SOFTWARE, INC.

ⁱ *Applications marked with an asterisk are intent-to-use trademark applications and thus are not included in the Collateral