

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454928

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Progress Software Corporation		11/30/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	270 Park Avenue		
<b>Internal Address:</b>	43rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4788655	DATARPM	
<b>Registration Number:</b>	4424697	DELIVER MORE THAN EXPECTED	
<b>Registration Number:</b>	2907810	EMPOWERMENT CENTER	
<b>Registration Number:</b>	4289173	ICENIUM	
<b>Registration Number:</b>	2262724	MAKING SOFTWARE WORK TOGETHER	
<b>Registration Number:</b>	4779170	NATIVESCRIPT	
<b>Registration Number:</b>	5273874	PROGRESS	
<b>Registration Number:</b>	1382068	PROGRESS	
<b>Registration Number:</b>	4054040	PROGRESS RPM	
<b>Registration Number:</b>	5092726		
<b>Registration Number:</b>	5196545		
<b>Registration Number:</b>	5196544		
<b>Registration Number:</b>	4288289		
<b>Registration Number:</b>	4391393	TEAMPULSE	
<b>Registration Number:</b>	4387524	TELERIK	
<b>Registration Number:</b>	4337103	TEST STUDIO	
<b>Registration Number:</b>	4288288	KENDO UI	

OP \$440.00 4788655

**CORRESPONDENCE DATA****Fax Number:** 6715744112*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:** 6174821776**Email:** SMORDAS@GOULSTONSTORRS.COM**Correspondent Name:** Stacey Mordas**Address Line 1:** 400 ATLANTIC AVENUE**Address Line 4:** BOSTON, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Stacey A. Mordas
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<b>SIGNATURE:</b>	/s/ Stacey A. Mordas
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<b>DATE SIGNED:</b>	12/18/2017
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**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 30, 2017, 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 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, certain of its subsidiaries from time to time party thereto, as guarantors, 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, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (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.

[Remainder of this page intentionally left blank]

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: 

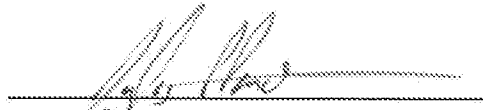
Name:

Title:

Stephen H. Faberman  
Chief Legal Officer

ADMINISTRATIVE AGENT:

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

By:   
Name: Douglas P Panchal  
Title: Executive Director

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

(see attached)

## TRADEMARKS

Trademark	Case Number	SubCase Case Type	Application Number/ Date	Registration Date	Registration Number
DATARPM	PSC-608	ORD	86/327121 02-Jul-2014	11-Aug-2015	4,788,655
DELIVER MORE THAN EXPECTED	TELER-001	ORD	85/857,632 22-Feb-2013	29-Oct-2013	4,424,697
EMPOWERMENT CENTER	PSC-680	ORD	76/527,811 30-Jun-2003	07-Dec-2004	2,907,810
ICENIUM	TELER-004	ORD	85/705,295 16-Aug-2012	12-Feb-2013	4,289,173
KENDO UI	TELER-005	ORD	85/621,491 10-May-2012	12-Feb-2013	4,289,288
MAKING SOFTWARE WORK TOGETHER	PSC-784	ORD	75/462,220 06-Apr-1998	20-Jul-1999	2,262,724
NATIVESCRIPT	TELER-006	ORD	86345122 22-Jul-2014	21-Jul-2015	4,779,170
PROGRESS	PSC-601A	ORD	86/913,477 19-Feb-2016	29-Aug-2017	5,273,874
PROGRESS CONTROL TOWER	PSC-789	ORD	85/173,554 10-Nov-2010	27-Dec-2011	1,382,068
PROGRESS RPM	PSC-790	ORD	85/175,323 12-Nov-2010	08-Nov-2011	4,054,040

TRADEMARK

REEL: 006233 FRAME: 0870



Stylized Design (Arrow/3D Box Logo)	PSC-816	ORD	86343043 30-Nov-2015	29-Nov-2016	5,092,726
Stylized Design (Arrow/3D Box Logo)	PSC-816A	ORD	86634086 30-Nov-2015	02-May-2017	5,196,545
Stylized Design (Arrow/3D Box Logo)	PSC-816B	ORD	86834049 30-Nov-2015	02-May-2017	5,196,544
Stylized Design of Sumurai	TELER-008	ORD	85/621,498 10-May-2012	12-Feb-2013	4,288,289
TEAMPULSE	TELER-009	ORD	85/811,545 27-Dec-2012	27-Aug-2013	4,391,393
TELERIK	TELER-010	ORD	85/811,593 27-Dec-2012	20-Aug-2013	4,387,524
TEST STUDIO	TELER-012	ORD	85/522,318 23-Jan-2012	21-May-2013	4,337,103