

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565740

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TIBCO Software Inc.		03/04/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC, as Collateral Agent		
<b>Street Address:</b>	9 West 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 81</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3454367	ACTIVEMATRIX	
<b>Registration Number:</b>	3773514	ACTIVESPACES	
<b>Registration Number:</b>	4467986	API DISTRIBUTION NETWORK	
<b>Registration Number:</b>	3253254	AUTOMATOR	
<b>Registration Number:</b>	3673759	BI BRIDGE	
<b>Registration Number:</b>	4382511	BUSINESS OF APIS	
<b>Registration Number:</b>	3806953	BW MONITOR	
<b>Registration Number:</b>	3778087	COMMUNITY MANAGER	
<b>Registration Number:</b>	4439369	DATA HEALTH CHECK	
<b>Registration Number:</b>	2842234	DECISIONSITE	
<b>Registration Number:</b>	3657444		
<b>Registration Number:</b>	5530922		
<b>Registration Number:</b>	5994136	EBX	
<b>Registration Number:</b>	1655409	EDISIM	
<b>Registration Number:</b>	4271257	ELECTRONIC STATISTICS TEXTBOOK	
<b>Registration Number:</b>	5192685	FLOGO	
<b>Registration Number:</b>	5648830	FLOGO	
<b>Registration Number:</b>	4508778	FORESIGHT	
<b>Registration Number:</b>	4132081	FORESIGHT	

OP \$2040.00 3454367

Property Type	Number	Word Mark
Registration Number:	3951799	FORMVINE
Registration Number:	2709858	GRAPHLET
Registration Number:	2867862	GRIDSERVER
Registration Number:	2547471	HAWK
Registration Number:	3808729	HIPAA CHANGE INTERPRETATION GUIDE
Registration Number:	2727978	HIPAA VALIDATOR
Registration Number:	4373865	I/O DOCS
Registration Number:	2105208	INCONCERT
Registration Number:	3003002	INFORMATION BUS
Registration Number:	2889767	INSTREAM
Registration Number:	3993411	IPROCESS
Registration Number:	3472235	JASPERREPORTS
Registration Number:	3313641	JASPERSOFT
Registration Number:	2742704	KABIRA
Registration Number:	4118168	LASSO ENTERPRISE
Registration Number:	4005255	LIVE SCORE
Registration Number:	3078192	LOGLOGIC
Registration Number:	4798246	LOYALTY LAB
Registration Number:	3657443	MASHERY
Registration Number:	4969135	MASHERY
Registration Number:	5111318	MICROFLOW
Serial Number:	88554319	NIMBUS
Registration Number:	5973411	O
Registration Number:	2884603	OPENSPIRIT
Registration Number:	2836826	
Registration Number:	4420073	PERSONAL BUSINESS INTELLIGENCE
Registration Number:	2690245	PORTALBUILDER
Registration Number:	4567439	PROCESS DATA EXPLORER
Registration Number:	4561641	PROCESS TREE VIEWER
Registration Number:	4420115	PUSHBI
Registration Number:	3018993	RENDEZVOUS
Registration Number:	4430241	REPORT CATALOG
Registration Number:	2118217	S+
Registration Number:	3015058	S+
Registration Number:	3050420	S+FINMETRICS
Registration Number:	4049945	SBX
Registration Number:	5212734	SCRIBE
Registration Number:	5059901	SIMPLR

Property Type	Number	Word Mark
Registration Number:	2546613	SMARTSOCKETS
Registration Number:	3709284	SPEEDLINK
Registration Number:	1486001	S-PLUS
Registration Number:	2257101	SPOTFIRE
Registration Number:	4537840	SPOTFIRE
Registration Number:	5649275	STATISTICA
Registration Number:	3096450	STREAMBASE
Registration Number:	3148425	STUDIO
Registration Number:	2703915	THE POWER OF NOW
Registration Number:	1659536	TIB
Registration Number:	3871200	TIBBR
Registration Number:	2770781	TIBCO
Registration Number:	4537771	TIBCO
Registration Number:	4650314	TIBCO
Registration Number:	2770804	TIBCO
Registration Number:	4537772	TIBCO
Registration Number:	3810617	TIBCO BUSINESSEVENTS
Registration Number:	3932797	TIBCO FTL
Registration Number:	4778503	TIBCO NOW
Registration Number:	2356513	TRADESITE
Registration Number:	2942797	TRANSACTION INSIGHT
Registration Number:	5078195	TURNING CUSTOMERS INTO FANS
Registration Number:	4455332	TWO-SECOND ADVANTAGE
Registration Number:	4188186	TWO-SECOND ADVANTAGE

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	03/06/2020

**Total Attachments: 11**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

TIBCO Software Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 4, 2020

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: KKR Loan Administration Services LLC,  
as Collateral Agent

Street Address: 9 West 57th Street

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Company - Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
see attached Schedule 1

B. Trademark Registration No.(s)  
see attached Schedule 1

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 57320.1701 (2L)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

**81**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

March 4, 2020

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**11**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 4, 2020 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of KKR Loan Administration Services LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Senior Secured Second Lien Credit Agreement, dated as of March 4, 2020 (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 Second Lien 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 1 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 Commitments and full payment and performance of the Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations), 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. Any portion of the Trademark Collateral shall be released automatically as set forth in the First Lien/Second Lien Intercreditor Agreement (or any other applicable Intercreditor 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.

SECTION 8. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the lien and security interest granted to the Collateral Agent, pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor

Agreement), including liens and security interests granted to JPMORGAN CHASE BANK, N.A. as collateral agent, pursuant to or in connection with the First Lien Credit Agreement (and subject to any other applicable Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder will be subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement (and another applicable Intercreditor Agreement), upon and during the effectiveness thereof. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement (or any other applicable Intercreditor Agreement), upon and during the effectiveness thereof, and this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement (or such other applicable Intercreditor Agreement) shall govern and control.

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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 above.

FLEDGORS:

TIBCO SOFTWARE INC.,  
a Delaware corporation

By: 

Name: Thomas Benquist


Title: Chief Financial Officer

[TIBCO - Signature Page to Trademark Security Agreement (2L)]

PLEDGOR(S) (continued):

TIBCO KABIRA LLC,  
a Delaware limited liability company

By: TIBCO Software Inc.  
Its: Managing Member

By:   
Name: Thomas Berquist  
Title: Authorized signatory

[TIBCO - Signature Page to Trademark Security Agreement (2L)]

**KKR LOAN ADMINISTRATION SERVICES LLC,**  
as Collateral Agent

By:   
Name:  
Title:

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application No.	Registration No.	Status	Word Mark?	Stylized Mark?	Filing Date	Registration Date
ActiveMatrix	USA	77/021083	3454367	Registered	X		10/13/2006	6/24/2008
ActiveSpaces	USA	77/978909	3773514	Registered	X		10/29/2007	4/6/2010
API DISTRIBUTION NETWORK	USA	85681875	4467986	Registered Supplemental Register			7/19/2012	1/14/2014
Automator	USA	78/810866	3253254	Registered	X		2/9/2006	6/19/2007
BI Bridge	USA	77/330598	3673759	Registered	X		11/15/2007	8/25/2009
BUSINESS OF APIS	USA	85674384	4382511	Registered			7/11/2012	8/13/2013
BW MONITOR	USA	77873740	3806953	Registered	X		11/16/2009	6/22/2010
Community Manager	USA	77/845070	3778087	Registered	X		10/9/2009	7/20/2010
Data Health Check	USA	85/890,177	4,439,369	Registered	X		3/29/2013	11/26/2013
DecisionSite	USA	76/394967	2842234	Registered	X		4/12/2002	5/18/2004
Mashery Logo (Design Only)	USA	77646532	3657444	Renewed (Registered)		X	1/9/2009	7/21/2009
Flynn Logo (Design Only)	USA	87204285	5530922	Registered		X	10/14/2016	7/31/2018
EBX	USA	88/320,503	5994136	Registered			2/28/2019	02/25/2020
EDISIM	USA	74/094039	1655409	Registered	X		9/4/1990	9/3/1991
Electronic Statistics Textbook	USA	85/610,324	4,271,257	Registered	X		4/27/2012	1/8/2013
FLOGO	USA	86957372	5192685	Registered	X		3/30/2016	4/25/2017
FLOGO	USA	87940738	5648830	Registered	X		5/30/2018	1/8/2019
ForeSight	USA	85/195138	4508778	Registered	X		12/10/2010	4/8/2014

Trademark	Jurisdiction	Application No.	Registration No.	Status	Word Mark?	Stylized Mark?	Filing Date	Registration Date
ForeSight	USA	85/976010	4132081	Registered	X		12/10/2010	4/24/2012
Formvine	USA	77/869624	3951799	Registered	X		11/10/2009	4/26/2011
Graphlet	USA	76/171668	2709858	Registered	X		11/28/2009	4/22/2003
Gridserver	USA	78/172038	2867862	Registered	X		10/8/2002	7/27/2004
Hawk	USA	74/704405	2547471	Registered	X		7/24/1995	3/12/2002
HIPAA Change Interpretation Guide	USA	77/823592	3808729	Registered (on Supplemental Register)	X		9/10/2009	6/22/2010
HIPAA Validator	USA	76/327221	2727978	Registered	X		10/19/2010	6/17/2003
I/O DOCS	USA	85713272	4373865	Registered Supplemental Register	X		8/27/2012	7/23/2013
InConcert	USA	75/172120	2105208	Registered	X		9/25/1996	10/14/1997
Information Bus	USA	76/582769	3003002	Registered (on Supplemental Register)	X		3/22/2004	9/27/2005
Instream	USA	76/436559	2889767	Registered	X		7/31/2002	9/28/2004
IPProcess	USA	85/189761	3993411	Registered	X		12/2/2010	7/12/2011
JasperReports	USA	78610333	3472235	Not Renewed	X		4/15/2005	7/22/2008
Jaspersoft	USA	78/610315	3313641	Registered	X		4/15/2005	10/16/2007
Kabira	USA	76/012164	2742704	Registered	X		3/28/2000	7/29/2003
Lasso Enterprise	USA	85375578	4118168	Registered	X		7/19/2011	3/27/2012
LIVE SCORE	USA	85150002	4005255	Registered	X		10/11/2010	8/2/2011
LogLogic	USA	76/611856	3078192	Registered	X		9/17/2004	4/11/2006
Loyalty Lab	USA	86379859	4798246	Registered	X		8/28/2014	8/25/2015
MASHERY	USA	77646326	3657443	Renewed (Registered)	X		1/9/2009	7/21/2009
MASHERY	USA	86065867	4969135	Registered	X		9/16/2013	5/31/2016
MICROFLOW	USA	86944411	5111318	Registered	X		3/17/2016	12/27/2016
NIMBUS	USA	88554319		Pending			7/31/2019	

Trademark	Jurisdiction	Application No.	Registration No.	Status	Word Mark ?	Stylized Mark?	Filing Date	Registration Date
O LOGO	USA	86809268	5973411	Registered		X	11/4/2015	1/28/2020
OpenSpirit	USA	76181018	2884603	Registered	X		12/14/2000	9/14/2004
OpenSpirit & Design	USA	76181019	2836826	Registered		X	12/14/2000	4/27/2004
Personal Business Intelligence	USA	85785334	4420073	Not renewing				
PortalBuilder	USA	76334151	2690245	Registered	X		11/5/2001	2/25/2003
PROCESS DATA EXPLORER	USA	86121626	4567439	Registered	X		11/18/201	7/15/2014
PROCESS TREE VIEWER	USA	86121655	4561641	Registered Supplemental Register	X		11/18/201	7/1/2014
PUSHBI	USA	85857956	4420115	Not renewed.	X		2/22/2013	10/15/2013
Rendezvous	USA	76515955	3018993	Registered	X		5/21/2003	11/29/2005
Report Catalog	USA	85857716	4430241	Not Renewed.	X		2/22/2013	11/5/2013
S+	USA	74634420	2118217	Not renewing	X		2/7/1995	12/2/1997
S+	USA	78390284	3015058	Registered	X		3/24/2004	11/15/2005
S+Finmetrics	USA	78550448	3050420	Registered	X		1/19/2005	1/24/2006
SBX	USA	77934643	4049945	Registered	X		2/12/2010	11/1/2011
SCRIBE	USA	87181239	5212734	Registered	X		9/23/2016	5/30/2017
SIMPLR	USA	86204747	5059901	Registered	X		2/26/2014	10/11/2016
SmartSockets	USA	76144723	2546613	Registered	X		10/10/200	3/12/2002
Speedlink	USA	77239985	3709284	Registered	X		10/2/2007	11/10/2009
S-Plus	USA	73679061	1486001	Registered	X		8/17/1987	4/26/1988
Spotfire	USA	75483344	2257101	Registered	X		5/11/1998	6/29/1999
Spotfire	USA	86143572	4537840	Registered	X		12/13/201	5/27/2014

Trademark	Jurisdiction	Application No.	Registration No.	Status	Word Mark?	Stylized Mark?	Filing Date	Registration Date
STATISTICA	USA	88014379	5649275	Registered	X		6/25/2018	1/8/2019
StreamBase	USA	78/362582	3096450	Registered	X		2/4/2004	5/23/2006
Studio	USA	78/731054	3148425	Registered	X		10/11/2005	9/26/2006
The Power of Now	USA	76/324558	2703915	Registered	X		10/15/2001	4/8/2003
TIB	USA	74/089504	1659536	Registered	X		8/20/1990	10/8/1991
TIBBR	USA	77/750461	3871200	Registered	X		6/2/2009	11/2/2010
TIBCO	USA	76/303227	2770781	Registered	X		8/20/2001	10/7/2003
TIBCO	USA	86/102247	4537771	Registered	X		10/25/2013	5/27/2014
TIBCO & Design (new)	USA	86107773	4650314	Registered		X	11/1/2013	12/2/2014
TIBCO & Design (old)	USA	76/324928	2770804	Registered		X	10/15/2001	10/7/2003
TIBCO & Design (old)	USA	86/102253	4537772	Registered		X	10/25/2013	5/27/2014
TIBCO BusinessEvents	USA	77/869550	3810617	Registered	X		11/10/2009	6/29/2010
TIBCO FTL	USA	85/030600	3932797	Registered	X		5/5/2010	3/15/2011
TIBCO Now	USA	86/267397	4778503	Registered	X		4/30/2014	7/21/2015
TradeSite	USA	75/404906	2356513	Registered	X		12/15/1997	6/13/2000
Transaction Insight	USA	76/561550	2942797	Registered	X		11/20/2003	4/19/2005
Turning Customers into Fans	USA	85845332	5078195	Registered	X		2/8/2013	11/8/2016
Two-Second Advantage	USA	85/131074	4455332	Not renewing.	X		9/16/2010	12/24/2013
Two-Second Advantage	USA	85/977097	4188186	Registered	X		9/16/2010	8/7/2012

TRADEMARK

REEL: 006884 FRAME: 0687

RECORDED: 03/06/2020