

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIBCO Software Inc.		10/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Mail Code IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 82			
Property Type	Number	Word Mark	
Serial Number:	77021083	ACTIVEMATRIX	
Serial Number:	77978909	ACTIVESPACES	
Serial Number:	85681875	API DISTRIBUTION NETWORK	
Serial Number:	78810866	AUTOMATOR	
Serial Number:	77330598	BI BRIDGE	
Serial Number:	85674384	BUSINESS OF APIS	
Serial Number:	77873740	BW MONITOR	
Serial Number:	77845070	COMMUNITY MANAGER	
Serial Number:	85890177	DATA HEALTH CHECK	
Serial Number:	76394967	DECISIONSITE	
Serial Number:	76181019		
Serial Number:	77646332		
Serial Number:	86809268	O	
Serial Number:	87204285		
Serial Number:	88320503	EBX	
Serial Number:	74094039	EDISIM	
Serial Number:	85610324	ELECTRONIC STATISTICS TEXTBOOK	
Serial Number:	86957372	FLOGO	

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Property Type	Number	Word Mark
Serial Number:	87940738	FLOGO
Serial Number:	85195138	FORESIGHT
Serial Number:	85976010	FORESIGHT
Serial Number:	77869624	FORMVINE
Serial Number:	76171668	GRAPHLET
Serial Number:	78172038	GRIDSERVEN
Serial Number:	74704405	HAWK
Serial Number:	77823592	HIPAA CHANGE INTERPRETATION GUIDE
Serial Number:	76327221	HIPAA VALIDATOR
Serial Number:	85713272	I/O DOCS
Serial Number:	75172120	INCONCERT
Serial Number:	76582769	INFORMATION BUS
Serial Number:	76436559	INSTREAM
Serial Number:	85189761	IPROCESS
Serial Number:	78610333	JASPERREPORTS
Serial Number:	78610315	JASPERSOFT
Serial Number:	76012164	KABIRA
Serial Number:	85375578	LASSO ENTERPRISE
Serial Number:	85150002	LIVE SCORE
Serial Number:	76611856	LOGLOGIC
Serial Number:	86379859	LOYALTY LAB
Serial Number:	77646326	MASHERY
Serial Number:	86065867	MASHERY
Serial Number:	86944411	MICROFLOW
Serial Number:	88554319	NIMBUS
Serial Number:	76181018	OPENSPIRIT
Serial Number:	76334151	PORTALBUILDER
Serial Number:	86121626	PROCESS DATA EXPLORER
Serial Number:	86121655	PROCESS TREE VIEWER
Serial Number:	85857956	PUSHBI
Serial Number:	76515955	RENDEZVOUS
Serial Number:	85857716	REPORT CATALOG
Serial Number:	74634420	S+
Serial Number:	78390284	S+
Serial Number:	78550448	S+FINMETRICS
Serial Number:	77934643	SBX
Serial Number:	87181239	SCRIBE
Serial Number:	86204747	SIMPLR

Property Type	Number	Word Mark
Serial Number:	76144723	SMARTSOCKETS
Serial Number:	77293985	SPEEDLINK
Serial Number:	73679061	S-PLUS
Serial Number:	75483344	SPOTFIRE
Serial Number:	86143572	SPOTFIRE
Serial Number:	88014379	STATISTICA
Serial Number:	78362582	STREAMBASE
Serial Number:	78731054	STUDIO
Serial Number:	76324558	THE POWER OF NOW
Serial Number:	74089504	TIB
Serial Number:	77750461	TIBBR
Serial Number:	76303227	TIBCO
Serial Number:	86102247	TIBCO
Serial Number:	76324928	TIBCO
Serial Number:	86102253	TIBCO
Serial Number:	86107773	TIBCO
Serial Number:	77869550	TIBCO BUSINESSEVENTS
Serial Number:	85030600	TIBCO FTL
Serial Number:	86267397	TIBCO NOW
Serial Number:	75404906	TRADESITE
Serial Number:	76561550	TRANSACTION INSIGHT
Serial Number:	85845332	TURNING CUSTOMERS INTO FANS
Serial Number:	85131074	TWO-SECOND ADVANTAGE
Serial Number:	85977097	TWO-SECOND ADVANTAGE
Serial Number:	88977024	DOVETAIL
Serial Number:	88977330	BLOCKLAYER

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: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED:	11/02/2020
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 30, 2020 (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 Term Loan Credit Agreement, dated as of October 30, 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 other 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 Term Loan 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 Pari Passu 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. Pari Passu Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder will be subject to the limitations and provisions of the Pari Passu Intercreditor Agreement, upon and during the effectiveness thereof. In the event of any conflict between the terms of the Pari Passu Intercreditor Agreement, upon and during the effectiveness thereof, and this Trademark Security Agreement, the terms of the Pari Passu 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.

PLEDGOR(S):

TIBCO SOFTWARE INC.,
a Delaware corporation



By: _____
Name: Thomas Berquist
Title: Chief Financial Officer

[TIBCO - Signature Page to Trademark Security Agreement (1L)]

PLEDGOR(S) (continued):

TIBCO KABIRA LLC,
a Delaware limited liability company

By: TIBCO Software Inc.
Its: Managing Member



By: _____
Name: Thomas Berquist
Title: Chief Financial Officer

[TIBCO - Signature Page to Trademark Security Agreement (1L)]

Accepted and Agreed:

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

By: _____

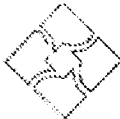


Name: Matthew Cheung
Title: Vice President

A handwritten signature in black ink, appearing to be 'M. Cheung', written over a horizontal line. The signature is stylized and cursive.

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	TIBCO Software Inc.	ACTIVEMATRIX	77021083	10/13/2006	3454367	06/24/2008
2.	TIBCO Software Inc.	ACTIVESPACES	77978909	10/29/2007	3773514	04/06/2010
3.	TIBCO Software Inc.	API DISTRIBUTION NETWORK	85681875	0719/2012	4467986	01/14/2014
4.	TIBCO Software Inc.	Automator	78810866	02/09/2006	3253254	06/19/2007
5.	TIBCO Software Inc.	BI Bridge	77330598	11/15/2007	3673759	08/25/2009
6.	TIBCO Software Inc.	BUSINESS OF APIS	85674384	07/11/2012	4382511	08/13/2013
7.	TIBCO Software Inc.	BW Monitor	77873740	11/16/2009	3806953	06/22/2010
8.	TIBCO Software Inc.	Community Manager	77845070	10/09/2009	3778087	04/20/2010
9.	TIBCO Software Inc.	Data Health Check	85890177	03/29/2013	4439369	11/26/2013
10.	TIBCO Software Inc.	DECISIONSITE	76394967	04/12/2002	2842234	05/18/2004
11.	TIBCO Software Inc.	Design 	76181019	12/14/2000	2836826	04/27/2004
12.	TIBCO Software Inc.	Design 	77646332	01/09/2009	3657444	07/21/2009
13.	TIBCO Software Inc.	Design 	86809268	11/04/2015	5973411	01/28/2020

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
14.	TIBCO Software Inc.	Design 	87204285	10/14/2016	5530922	07/31/2018
15.	TIBCO Software Inc.	EBX	88320503	02/28/2019	5994136	02/25/2020
16.	TIBCO Software Inc.	EDISIM	74094039	09/04/1990	1655409	09/03/1991
17.	TIBCO Software Inc.	Electronic Statistics Textbook	85610324	04/27/2012	4271257	01/08/2013
18.	TIBCO Software Inc.	FLOGO	86957372	03/30/2016	5192685	04/25/2017
19.	TIBCO Software Inc.	FLOGO	87940738	05/30/2018	5648830	01/08/2019
20.	TIBCO Software Inc.	FORESIGHT	85195138	12/10/2010	4508778	04/08/2014
21.	TIBCO Software Inc.	FORESIGHT	85976010	12/10/2010	4132081	04/24/2012
22.	TIBCO Software Inc.	FORMVINE	77869624	11/10/2009	3951799	04/26/2011
23.	TIBCO Software Inc.	GRAPHLET	76171668	11/28/2000	2709858	04/22/2003
24.	TIBCO Software Inc.	GRIDSERVER	78172038	10/08/2002	2867862	07/27/2004
25.	TIBCO Software Inc.	HAWK	74704405	07/24/1995	2547471	03/12/2002
26.	TIBCO Software Inc.	HIPAA Change Interpretation Guide	77823592	09/10/2009	3808729	06/22/2010
27.	TIBCO Software Inc.	HIPAA VALIDATOR	76327221	10/19/2001	2727978	06/17/2003
28.	TIBCO Software Inc.	I/O DOCS	85713272	08/27/2012	4373865	07/23/2013
29.	TIBCO Software Inc.	INCONCERT	75172120	09/25/1996	2105208	10/14/1997
30.	TIBCO Software Inc.	INFORMATION BUS	76582769	07/15/2004	3003002	09/27/2005
31.	TIBCO Software Inc.	INSTREAM	76436559	07/31/2002	2889767	09/28/2004
32.	TIBCO Software Inc.	IPROCESS	85189761	12/02/2010	3993411	07/12/2011
33.	TIBCO Software Inc.	JasperReports	78610333	04/15/2005	3472235	07/22/2008
34.	TIBCO Software Inc.	JASPERSOFT	78610315	04/15/2005	3313641	10/16/2007
35.	TIBCO Software Inc.	KABIRA	76012164	03/28/2000	2742704	07/29/2003
36.	TIBCO Software Inc.	LASSO ENTERPRISE	85375578	07/19/2011	4118168	03/27/2012

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
37.	TIBCO Software Inc.	live score	85150002	10/11/2010	4005255	08/02/2011
38.	TIBCO Software Inc.	LOGLOGIC	76611856	09/17/2004	3078192	04/11/2006
39.	TIBCO Software Inc.	LOYALTY LAB	86379859	08/28/2014	4798246	08/25/2015
40.	TIBCO Software Inc.	MASHERY	77646326	01/09/2009	3657443	07/21/2009
41.	TIBCO Software Inc.	MASHERY	86065867	09/16/2013	4969135	05/31/2016
42.	TIBCO Software Inc.	MICROFLOW	86944411	03/17/2016	5111318	12/27/2016
43.	TIBCO Software Inc.	NIMBUS	88554319	07/31/2019	6167023	10/06/2020
44.	TIBCO Software Inc.	OPENSPIRIT	76181018	12/14/2000	2884603	09/14/2004
45.	TIBCO Software Inc.	PORTALBUILDER	76334151	11/05/2001	2690245	02/25/2003
46.	TIBCO Software Inc.	Process Data Explorer	86121626	11/18/2013	4567439	07/15/2014
47.	TIBCO Software Inc.	Process Tree Viewer	86121655	11/18/2013	4561641	07/01/2014
48.	TIBCO Software Inc.	PUSHBI	85857956	02/22/2013	4420115	10/15/2013
49.	TIBCO Software Inc.	RENDEZVOUS	76515955	05/21/2003	3018993	11/29/2005
50.	TIBCO Software Inc.	Report Catalog	85857716	02/22/2013	4430241	11/05/2013
51.	TIBCO Software Inc.	S+	74634420	02/07/1995	2118217	12/02/1997
52.	TIBCO Software Inc.	S+	78390284	03/24/2004	3015058	11/15/2005
53.	TIBCO Software Inc.	S+FINMETRICS	78550448	01/19/2005	3050420	01/24/2006
54.	TIBCO Software Inc.	SBX	77934643	02/12/2010	4049945	11/01/2011
55.	TIBCO Software Inc.	SCRIBE	87181239	09/23/2016	5212734	05/30/2017
56.	TIBCO Software Inc.	SIMPLR	86204747	02/26/2014	5059901	10/11/2016
57.	TIBCO Software Inc.	SMARTSOCKETS	76144723	10/10/2000	2546613	03/12/2002
58.	TIBCO Software Inc.	SPEEDLINK	77293985	10/02/2007	3709284	11/10/2009
59.	TIBCO Software Inc.	S-PLUS	73679061	08/17/1987	1486001	04/26/1988
60.	TIBCO Software Inc.	SPOTFIRE	75483344	05/11/1998	2257101	06/29/1999
61.	TIBCO Software Inc.	SPOTFIRE	86143572	12/13/2013	4537840	05/27/2014
62.	TIBCO Software Inc.	STATISTICA	88014379	06/25/2018	5649275	01/08/2019
63.	TIBCO Software Inc.	STREAMBASE	78362582	02/04/2004	3096450	05/23/2006
64.	TIBCO Software Inc.	Studio	78731054	10/11/2005	3148425	09/26/2006

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
65.	TIBCO Software Inc.	THE POWER OF NOW	76324558	10/15/2001	2703915	04/08/2003
66.	TIBCO Software Inc.	TIB	74089504	08/20/1990	1659536	10/08/1991
67.	TIBCO Software Inc.	TIBBR	77750461	06/02/2009	3871200	11/02/2010
68.	TIBCO Software Inc.	TIBCO	76303227	08/20/2001	2770781	10/07/2003
69.	TIBCO Software Inc.	TIBCO	86102247	10/25/2013	4537771	05/27/2014
70.	TIBCO Software Inc.	TIBCO & Design 	76324928	10/15/2001	2770804	10/07/2003
71.	TIBCO Software Inc.	TIBCO & Design 	86102253	10/25/2013	4537772	05/27/2014
72.	TIBCO Software Inc.	TIBCO & Design 	86107773	11/01/2013	4650314	12/02/2014
73.	TIBCO Software Inc.	TIBCO BUSINESSEVENTS	77869550	11/10/2009	3810617	06/29/2010
74.	TIBCO Software Inc.	TIBCO FTL	85030600	05/05/2010	3932797	03/15/2011
75.	TIBCO Software Inc.	TIBCO NOW	86267397	04/30/2014	4778503	07/21/2015
76.	TIBCO Software Inc.	TradeSite	75404906	12/15/1997	2356513	06/13/2000
77.	TIBCO Software Inc.	Transaction Insight	76561550	11/20/2003	2942797	04/19/2005
78.	TIBCO Software Inc.	TURNING CUSTOMERS INTO FANS	85845332	02/08/2013	5078195	11/08/2016
79.	TIBCO Software Inc.	TWO-SECOND ADVANTAGE	85131074	09/16/2010	4455332	12/24/2013
80.	TIBCO Software Inc.	TWO-SECOND ADVANTAGE	85977097	09/16/2010	4188186	08/07/2012
81.	TIBCO Software Inc.	DOVETAIL	88977024	06/28/2018	6060587	05/19/2020
82.	TIBCO Software Inc.	BLOCKLAYER	88977330	06/28/2018	6082063	06/16/2020