

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rogue Wave Software, Inc.	11/21/2012
RECEIVING PARTY DATA	
Name:	WELLS FARGO CAPITAL FINANCE, INC., as Agent
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6684214
Patent Number:	6799182
Patent Number:	6901403
Patent Number:	7007266
Patent Number:	8141058
Application Number:	11938247
Application Number:	12055996
CORRESPONDENCE DATA	
Fax Number:	6175269899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	Christine Slattery
Address Line 1:	Proskauer Rose LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751/038
NAME OF SUBMITTER:	Christine Slattery
Total Attachments: 7 source=Rogue Wave Patent Security Agreement#page1.tif source=Rogue Wave Patent Security Agreement#page2.tif source=Rogue Wave Patent Security Agreement#page3.tif source=Rogue Wave Patent Security Agreement#page4.tif source=Rogue Wave Patent Security Agreement#page5.tif source=Rogue Wave Patent Security Agreement#page6.tif source=Rogue Wave Patent Security Agreement#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 21st day of November, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, a California corporation ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Rogue Wave Holdings, Inc., a Delaware corporation, as parent ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to thereafter each collectively, jointly and severally, as "Borrowers" and each individually as a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 21, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right,

title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its United States Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any such United States Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by

telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

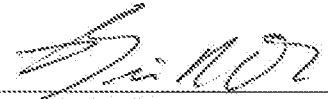
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ROGUE WAVE SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Brian N. Pierce
Title: President and Chief Executive Officer

RWS, INC.,
a Delaware corporation

By: 
Name: Brian N. Pierce
Title: President and Chief Executive Officer


[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation, as Agent

By:



Name: Stephen Carl
Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 029345 FRAME: 0952

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Patent Name	Patent Date	Patent Number	Patent Holder
System and Method for Heterogeneous Data Source Integration	1/27/2004	6,684,214	Rogue Wave Software, Inc.
System and Method for Data Source Flattening	9/28/2004	6,799,182	Rogue Wave Software, Inc.
XML Presentation of General-Purpose Data Sources	5/31/2005	6,901,403	Rogue Wave Software, Inc.
Method and Software System for Modularizing Software Components for Business Transaction Applications	2/28/2006	7,007,266	Rogue Wave Software, Inc.
System for and Method of Capturing Application Characteristics Data from a Computer System and Modeling Target System	3/20/2012	8,141,058	Rogue Wave Software, Inc.

Applications

Patent Name	Patent Date	Application Number	Patent Holder
System for and method of capturing application characteristics from a computer system and modeling target system	11/9/2007	11/938247 Published 5/14/2009 2009-0125465 A1	Rogue Wave Software, Inc.
System for and method of capturing performance characteristics data from a computer system and modeling	3/26/2008	12/055996 Published 10/02/2008 2008-0244533 A1	Rogue Wave Software, Inc.

target system performance			
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PATENT LICENSES

None.