

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4534225

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
COLLABNET, INC.	08/03/2017
VERSIONONE, INC.	08/03/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	2450 COLORADO AVENUE, SUITE 3000W
<b>City:</b>	SANTA MONICA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	8453067
Patent Number:	9582135
Patent Number:	9501751
Patent Number:	8561012
Patent Number:	9129240
Application Number:	14848271
Patent Number:	8701078
Patent Number:	9292809
Patent Number:	8739047
Patent Number:	9690461
Patent Number:	8875088
Patent Number:	8418147
Patent Number:	8813040
Application Number:	14463385
Patent Number:	8370803

**CORRESPONDENCE DATA**

Fax Number: (212)303-7064

*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.*

**PATENT**

**Phone:** 212.318.6824  
**Email:** christinedionne@paulhastings.com  
**Correspondent Name:** CHRISTINE DIONNE C/O PAUL HASTINGS LLP  
**Address Line 1:** 200 PARK AVENUE, 28TH FLOOR  
**Address Line 4:** NEW YORK, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 73896.00234

**NAME OF SUBMITTER:** CHRISTINE DIONNE

**SIGNATURE:** /CHRISTINE DIONNE/

**DATE SIGNED:** 08/03/2017

**Total Attachments: 7**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 3rd day of August, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for 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, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CollabNet Holdings, Inc., as parent ("Parent"), CollabNet, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted 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 August 3, 2017 (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 party to the Guaranty and Security Agreement and 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 to induce the Lender Group and Bank Products Providers to enter into the Credit Agreement and to induce the Lender Group and Bank Products Group to make their respective extensions of credit to Borrower thereunder, and the 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, collaterally assigns, 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 (except for Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of such Grantors' Patents, 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 Patent, including the right to receive damages.

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. GOVERNING LAW AND JURISDICTION AND WAIVER OF JURY TRIAL. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND WAIVER OF JURY TRIAL 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:**

**COLLABNET, INC.**

By: 

Name: Amir Ameri

Title: Chief Financial Officer and Secretary

**VERSIONONE, INC.**

By: 

Name: Amir Ameri

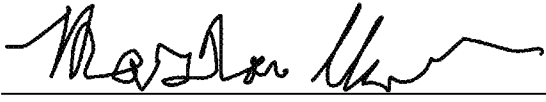
Title: Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: Marsha Mansour

Title: Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 043187 FRAME: 0697**

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**CollabNet, Inc. Patents**

No U.S. Patent Applications or Registrations

**VersionOne, Inc. Patents**

Country	Title	Status	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date
USA	MULTIPLE DISPLAY MODES FOR A PANE IN A GRAPHICAL USER INTERFACE	ISSUED	8453067 12/247963	28-MAY-2013 08-OCT-2008
USA	MULTIPLE DISPLAY MODES FOR A PANE IN A GRAPHICAL USER INTERFACE	ISSUED	9582135 20130246966 13/890179	08-FEB-2017 19-SEP-2013 08-MAY-2013
USA	VIRTUAL INTERACTIVE TASKBOARD FOR TRACKING AGILE SOFTWARE DEVELOPMENT	ISSUED	9501751 12/101089	22-NOV-2016 10-APR-2008
USA	TRANSITIONING BETWEEN ITERATIONS IN AGILE SOFTWARE DEVELOPMENT	ISSUED	8561012 12/247939	15-OCT-2013 08-OCT-2008
USA	TRANSITIONING BETWEEN ITERATIONS IN AGILE SOFTWARE DEVELOPMENT	ISSUED	9129240 20140115557 14/054733	08-SEP-2015 24-APR-2014 15-OCT-2013
USA	TRANSITIONING BETWEEN ITERATIONS IN AGILE SOFTWARE DEVELOPMENT	PUBLISHED	20160231999 14/848271	11-AUG-2016 08-SEP-2015
USA	CUSTOMIZED SETTINGS FOR VIEWING AND EDITING ASSETS IN AGILE SOFTWARE DEVELOPMENT	ISSUED	8701078 12/245566	15-APR-2014 03-OCT-2008
USA	CUSTOMIZED SETTINGS FOR VIEWING AND EDITING ASSETS IN AGILE SOFTWARE DEVELOPMENT	ISSUED	9292809 20140223409 14/246,019	02-MAR-2016 07-AUG-2014 04-APR-2014

Schedule I-1



Country	Title	Status	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date
USA	INTEGRATED PLANNING ENVIRONMENT FOR AGILE SOFTWARE DEVELOPMENT	ISSUED	8739047 12/016191	27-MAY-2014 17-JAN-2008
USA	INTEGRATED PLANNING ENVIRONMENT FOR AGILE SOFTWARE DEVELOPMENT	ISSUED	9690461 20140331172 14/288317	27-JUN-2017 06-NOV-2014 27-MAY-2014
USA	METHODS AND SYSTEMS FOR PERFORMING PROJECT SCHEDULE FORECASTING	ISSUED	8875088 12/357225	28-OCT-2014 21-JAN-2009
USA	METHODS AND SYSTEMS FOR REPORTING ON BUILD RUNS IN SOFTWARE DEVELOPMENT	ISSUED	8418147 12/463299	09-APR-2013 08-MAY-2009
USA	METHODS AND SYSTEMS FOR REPORTING ON BUILD RUNS IN SOFTWARE DEVELOPMENT	ISSUED	8813040 20130339932 13/858819	19-AUG-2014 19-DEC-2013 08-APR-2013
USA	METHODS AND SYSTEMS FOR REPORTING ON BUILD RUNS IN SOFTWARE DEVELOPMENT	PUBLISHED	20140359555 14/463385	04-DEC-2014 19-AUG-2014
USA	ASSET TEMPLATES FOR AGILE SOFTWARE DEVELOPMENT	ISSUED	8370803 12/016192	05-FEB-2013 17-JAN-2008

Schedule I-2

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RECORDED: 08/03/2017

**PATENT**  
REEL: 043187 FRAME: 0699