

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5434338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TIBCO SOFTWARE INC.	02/27/2019
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	IL1-1145/54/63, P.O.BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680-6026
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16141635
Application Number:	16168661
CORRESPONDENCE DATA	
Fax Number:	(703)712-5050
<i>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.</i>	
Phone:	703-712-5000
Email:	tbutler@mcguirewoods.com
Correspondent Name:	MCGUIREWOODS LLP
Address Line 1:	1750 TYSONS BOULEVARD
Address Line 2:	SUITE 1800
Address Line 4:	TYSONS, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	2073257-5000
NAME OF SUBMITTER:	TIFFANY BUTLER
SIGNATURE:	/Tiffany Butler/
DATE SIGNED:	03/21/2019
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of February 27, 2019 (this "Patent 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 Credit Agreement, dated as of December 5, 2014 (as amended, restated, supplemented 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 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 Patent 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 Patent 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 "Patent Collateral"):

- (a) all Patents of such Pledgor, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 Patent 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 Patent 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 Aggregate Commitments and full payment and performance of the Secured Obligations (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations and liabilities under the Secured Hedging Agreements and Secured Cash Management Agreements as to which arrangements to the applicable Cash Management Bank or Hedge Bank shall have been made, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), 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 Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent 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.

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IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS

TIBCO SOFTWARE INC.

By: *William R. Hughes*

Name:

Title:

WILLIAM R. HUGHES
EVP, CHIEF ADMINISTRATIVE OFFICER
& GENERAL COUNSEL



[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 048670 FRAME: 0647

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 

Name:

Title:

Matthew Cheung
Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patent Applications:

	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	A PREDICTIVE ENGINE FOR GENERATING MULTIVARIATE PREDICTIVE RESPONSES	16/141,635	9/25/2018	N/A	N/A
2.	A PREDICTIVE ENGINE FOR MULTISTAGE PATTERN DISCOVERY AND VISUAL ANALYTICS RECOMMENDATIONS	16/168,661	10/23/2018	N/A	N/A