TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement No. 1 to Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Serena Software, Inc.		04/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Collateral Agent
Street Address:	745 Seventh Avenue
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78699415	MARINER
Serial Number:	78458080	GOVERNANCE ACCELERATOR
Registration Number:	2816197	PORTFOLIO KNOWLEDGE
Registration Number:	2766260	PORTFOLIO EDGE
Registration Number:	2829088	PACIFIC EDGE
Registration Number:	2660757	THE EDGE FOR IT
Registration Number:	2657085	ACCEL IMPLEMENTATION
Registration Number:	2641405	PROJECT OFFICE
Serial Number:	78852526	SERENA DIMENSIONS
Serial Number:	78714193	CHANGE GOVERNANCE
Serial Number:	78714194	CHANGE GOVERNANCE
Serial Number:	78714196	CHANGE GOVERNANCE
Serial Number:	76020671	DIMENSIONS

Serial Number:	78525152	RTM

CORRESPONDENCE DATA

Fax Number:	(202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	8002210770
Email:	matthew.mayer@thomson.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1133 Avenue of the Americas
Address Line 2:	Suite 3100
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/11/2007

Total Attachments: 7
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SUPPLEMENT NO. 1 dated as of April 30, 2007, to the SECURITY AGREEMENT dated as of March 10, 2006, among SERENA SOFTWARE, INC., a Delaware corporation ("the Borrower"), each of the Subsidiaries of the Borrower listed on the signature pages thereto (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Borrower are referred to collectively as the "Grantors") and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (in such capacity, the "Collateral Agent") under the Credit Agreement referred to below.

1. Reference is made to the Credit Agreement, dated as of March 10, 2006 (as amended, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), among SPYGLASS MERGER CORP., a Delaware corporation (which merged on the date thereof with and into Borrower), the lending institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders"), LEHMAN COMMERCIAL PAPER INC., as Administrative Agent and as Collateral Agent, LEHMAN BROTHERS INC., MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and UBS SECURITIES LLC, as Joint Lead Arrangers and Joint Lead Bookrunners, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Syndication Agent and UBS SECURITIES LLC, as Documentation Agent.

2. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

3. The Grantors have entered into the Security Agreement in order to induce the Administrative Agent, the Collateral Agent, the Syndication Agent, the Documentation Agent, the Lenders and the Letter of Credit Issuer to enter into the Credit Agreement and to induce the respective Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrower under the Credit Agreement and to induce one or more Lenders or affiliates of Lenders to enter into Hedge Agreements with the Borrower. Pursuant to Section 4.1(b) of the Security Agreement, within 30 days after the end of each calendar quarter, each Grantor has agreed to deliver to the Collateral Agent a written supplement substantially in the form of Annex B thereto with respect to any additional Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses acquired by such Grantor after the date of the Credit Agreement. The Grantors have identified on Schedules I, II and III hereto the additional Copyrights, Patents and Trademarks acquired by such Grantors after the date of the Credit Agreement. The undersigned Grantors are executing this Supplement in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Copyright Office and the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and the Grantors agree as follows:

1. (a) Schedule 1 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule I hereto, (b) Schedule 2 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule II hereto and (c) Schedule 3 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule III hereto.

2. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in the Intellectual Property set forth in Schedules I, II and III hereto. Each Grantor hereby represents and warrants that the information set forth on Schedules I, II and III hereto is true and correct.

3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Borrower. This Supplement shall become effective as to each Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such Grantor and the Collateral Agent.

4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

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5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement.
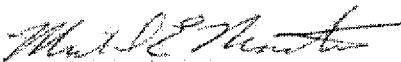
8. Each Grantor agrees to reimburse the Collateral Agent for its respective reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

SERENA SOFTWARE, INC.

By:
Name: Edward Malysz
Title: SVP General Counsel

LEHMAN COMMERCIAL PAPER INC.,
AS COLLATERAL AGENT

By:
Name:
Title: Michael E. Masters
Authorized Signatory

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

SERENA SOFTWARE, INC.

By:

Name: Edward Malysz

Title: SVP General Counsel

LEHMAN COMMERCIAL PAPER INC.,
AS COLLATERAL AGENT

By: _____

Name:

Title:

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COPYRIGHTS

U.S. copyright registrations acquired through Borrower's acquisition of Pacific Edge Software, Inc.:

Description	Registration Number	Registration Date
Portfolio Edge v.3.0	TX6038330	09/08/2004
Portfolio edge : 2.0 : object code	TX5838969	11/11/3003
Project office : v.4.0	TX5647274	10/24/2002
Portfolio edge 1.0	TX5594467	08/08/2002
Project Office reports verifier : version 3.1	TX5586209	08/08/2002
Project Office Alerts : version 3.1	TX5586208	08/08/2002
Project office 3.1	TX5436233	11/13/2001
Project Office eXpress 3.0	TX5177039	09/12/2000
Project office eXpress 2.0	TX5201314	05/26/2000
Project office 1.5	TX5201313	05/26/2000
Project office eXpress 1.5	TX5201312	05/26/2000
Project Office ALERTS! 1.0	TX5162493	09/12/2000
Project office 3.0	TX5114199	05/26/2000
Project Office 2.0	TX5114152	05/26/2000
Project Office	TX4917024	02/05/1999

PATENTS

Applications:

U.S. patent applications acquired through Borrower's acquisition of Pacific Edge
Software, Inc.:

Owner	App. No.	Filing Date	Description
Serena Software	10/613,534	Jul 3, 2003	METHOD AND SYSTEM FOR OBJECT-ORIENTED MANAGEMENT OF MULTI-DIMENSIONAL DATA
Serena Software	10/894,658	Jul 19, 2004	METHOD AND SYSTEM FOR OBJECT-ORIENTED WORKFLOW MANAGEMENT OF MULTI-DIMENSIONAL DATA

U.S. patent applications filed by Borrower since March 10, 2006:

Owner	App. No.	Filing Date	Description
Serena Software	11/712,033	Feb 27, 2007	APPROACH FOR VERSIONING OF SERVICES AND SERVICE CONTRACTS
Serena Software	Unassigned	Feb 27, 2007	APPROACH FOR PROACTIVE NOTIFICATION OF CONTRACT CHANGES IN A SOFTWARE SERVICE

U.S. provisional patent applications filed by Borrower since March 10, 2006:

Owner	App. No.	Filing Date	Description
Serena Software	60/841,477	Aug. 30, 2006	METHOD AND SYSTEM FOR USING A LIBRARY CACHE IN A DISTRIBUTED DEVELOPMENT ENVIRONMENT
Serena Software	60/841,422	Aug. 30, 2006	METHOD AND SYSTEM FOR SUPPORTING A COLLABORATIVE DEVELOPMENT ENVIRONMENT
Serena Software	60/842,057	Aug. 31, 2006	METHOD AND SYSTEM FOR DETERMINING DEPENDENCIES IN A MAINFRAME ENVIRONMENT
Serena Software	60/841,967	Aug. 31, 2006	METHOD AND SYSTEM FOR IDENTIFYING SUSPECT LINKS BETWEEN OBJECTS
Serena Software	60/845,009	Sept. 15, 2006	METHOD AND SYSTEM FOR BASELINING ACROSS MULTIPLE DOMAINS

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TRADEMARKS

U.S. Trademark Registrations

U.S. trademark registrations and applications acquired through Borrower's acquisition of Pacific Edge Software, Inc.:

Trademark	App. No.	App. Filing Date	Reg. No.	Owner
Mariner	78/699,415	Aug. 24, 2005		Serena Software
Governance Accelerator	78/458,080	Jul. 28, 2004		Serena Software
Portfolio Knowledge	76/420,472	Jun. 14, 2002	2,816,197	Serena Software
Portfolio Edge	76/359,139	Jan. 15, 2002	2,766,260	Serena Software
Pacific Edge	76/358,968	Jan. 15, 2002	2,829,088	Serena Software
The Edge For It	76/313,198	Sep. 17, 2001	2,660,757	Serena Software
Accel Implementation	76/210,372	Feb. 14, 2001	2,657,085	Serena Software
Project Office	75/325,661	Jul. 17, 1997	2,641,405	Serena Software

U.S. trademark applications filed by Borrower since March 10, 2006:

Trademark	App. No.	App. Filing Date	Owner
Serena Dimensions	78/852,526	Apr. 3, 2006	Serena Software

U.S. trademark registrations issued to Borrower since March 10, 2006:

Trademark	App. No.	Reg. Date	Reg. No.	Owner
Change Governance	78/714,193	Nov. 28, 2006	3,178,770	Serena Software
Change Governance	78/714,194	Nov. 28, 2006	3,178,771	Serena Software
Change Governance	78/714,196	Feb. 27, 2007	3,214,268	Serena Software
Dimensions	76/020,671	Dec. 19, 2006	3,185,151	Serena Software
RTM	78/525,152	Jun. 13, 2006	3,103,227	Serena Software

International Trademark Registrations

International trademark applications filed by Borrower since March 10, 2006:

Trademark	App. No.	App. Filing Date	Owner
Change Governance	905,332	Mar. 14, 2006	Serena Software

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International trademark registrations issued to Borrower since March 10, 2006:

Trademark	Country	Reg. Date	Reg. No.	Owner
ChangeMan	Turkey	Mar. 10, 2006	829,002	Serena Software
ChangeMan	Korea	Jun. 21, 2005	829,002	Serena Software
ChangeMan	Argentina	Sep. 1, 2006	2.100.287	Serena Software
ChangeMan	Venezuela	Feb. 16, 2006	P-267425	Serena Software
PVCS	Korea	Mar. 3, 2006	844,809	Serena Software
PVCS	Japan	Mar. 31, 2006	844,809	Serena Software
PVCS	Norway	Mar. 31, 2006	844,809	Serena Software
PVCS	Singapore	Jun. 15, 2006	T05/05742J	Serena Software
PVCS	Argentina	Sep. 1, 2006	2.100.289	Serena Software
RTM	Ireland	Feb. 14, 2006	855,574	Serena Software
RTM	Korea	Apr. 26, 2006	855,574	Serena Software
Serena	Korea	Jun. 13, 2005	829,384	Serena Software
Serena	Venezuela	Feb. 16, 2006	P-267426	Serena Software
TeamTrack	Singapore	Feb. 20, 2006	T05/09979D	Serena Software
TeamTrack	Norway	Mar. 17, 2006	849,681	Serena Software
TeamTrack	Japan	Apr. 14, 2006	849,681	Serena Software
TeamTrack	Korea	May 2, 2006	849,681	Serena Software
TeamTrack	U.K.	Apr. 5, 2007	849,681	Serena Software
TeamTrack	Argentina	Sep. 1, 2006	849,681	Serena Software
TeamTrack	Venezuela	Feb. 16, 2006	P-267424	Serena Software

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