

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Serena Software, Inc.		04/30/2009	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: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77594933	MASHUP SQUAD	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	048442-15		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$40.00 77594933

Date:

06/25/2009

Total Attachments: 8

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SUPPLEMENT NO. 4 dated as of April 30, 2009, 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, to Supplement No. 1 to the Security Agreement dated as of April 30, 2007 ("Supplement No. 1"), Supplement No. 2 to the Security Agreement dated as of April 4, 2008 ("Supplement No. 2"), and Supplement No. 3 to the Security Agreement dated as of October 10, 2008 ("Supplement No. 3").

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-2009, II-2009 and III-2009 hereto the additional Copyrights, Patents and Trademarks acquired by such Grantors after the date of Supplement No. 1, Supplement No. 2, and Supplement No. 3. The undersigned Grantors are executing this Supplement No. 4 in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Patent and Trademark Office.

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

1. (a) Schedule I of the Security Agreement, Schedule I of Supplement No. 1, Schedule I-2008 of Supplement No. 2, and Schedule I-2008-2 of Supplement No. 3 are hereby supplemented, as applicable, by the information set forth in the Schedule I-2009 hereto, (b) Schedule 2 of the Security Agreement, Schedule II of Supplement No. 1, Schedule II-2009 of Supplement No. 2, and Schedule II-2008-2 of Supplement No. 3 are hereby supplemented, as applicable, by the information set forth in the Schedule II-2009 hereto, and (c) Schedule 3 of the Security Agreement, Schedule III of Supplement No. 1, Schedule III-2008 of Supplement No. 2, and Schedule III-2008-2 of Supplement No. 3 are hereby supplemented, as applicable, by the information set forth in the Schedule III-2009 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-2009, II-2009 and III-2009 hereto. Each Grantor hereby represents and warrants that the information set forth on Schedules I-2009, II-2009 and III-2009 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.

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.

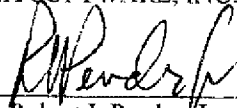
6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition 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: Robert I. Pender, Jr.
Title: Senior Vice President and
Chief Financial Officer

LEHMAN COMMERCIAL PAPER, INC.
AS COLLATERAL AGENT


By: _____
Name:
Title:

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: Robert L. Pender, Jr.
Title: Senior Vice President and
Chief Financial Officer

LEHMAN COMMERCIAL PAPER, INC.
AS COLLATERAL AGENT

By: 
Name: **RANDALL TRAUNFELD**
Title: **AUTHORIZED SIGNATORY**

SCHEDULE I-2009
TO SUPPLEMENT NO. 4 TO THE
SECURITY AGREEMENT

COPYRIGHTS

No new U.S. copyright registrations were acquired by Borrower in the period covered by Supplement No. 4.

SCHEDULE II-2009
TO SUPPLEMENT NO. 4 TO THE
SECURITY AGREEMENT

PATENTS

Applications:

U.S. patent applications filed by Borrower since October 10, 2008:

Owner	App. No.	Filing Date	Description
Serena Software, Inc.	12/323,410	Nov. 25, 2008	Method and System for Object-Oriented Management of Multi-Dimensional Data
Serena Software, Inc.	12/323,406	Nov. 25, 2008	Method and System for Object-Oriented Management of Multi-Dimensional Data

Issued Patents:

U.S. Patent Applications that have issued into patents since October 10, 2008:

Owner	App. No.	App. Filing Date	Pat. No.	Patent Issue Date
N/A				

SCHEDULE III-2009
TO SUPPLEMENT NO. 4 TO THE
SECURITY AGREEMENT

TRADEMARKS

U.S. Trademark Registrations

U.S. trademark registration application filed by Borrower since October 10, 2008:

Mark	App. No.	Filing Date
Mashup Squad	77/594,933	Oct. 17, 2008

U.S. trademark registrations issued to Borrower since October 10, 2008:

Mark	App. No.	App. Filing Date	Reg. No.	Reg. Date
Mashup Composer	77/278,924	Sep. 13, 2007	3,542,174	Dec. 2, 2008
Mashup Exchange	77/278,921	Sep. 13, 2007	3,552,270	Dec. 23, 2008

International Trademark Registrations

International trademark registration application filed by Borrower since October 10, 2008:

Mark	Country	App. No.	Filing Date
None			

International trademark registrations issued to Borrower since October 10, 2008:

Mark	Country	App. No.	App. Fil- ing Date	Reg. Date	Reg. No.
Serena	Brazil	826933971	Sep. 28, 2004	Oct. 16, 2007	826933971
ChangeMan	Brazil	826933980	Sep. 28, 2004	Oct. 16, 2007	826933980
Dimensions	Brazil	826934013	Sep. 28, 2004	Oct. 16, 2007	826934013