

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC, AS COLLATERAL AGENT		04/14/2014	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Serena Software, Inc.
Street Address:	1850 Gateway Drive, 4th Floor
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	1298600	COMPAREX
Registration Number:	1342251	CHANGEMAN
Registration Number:	1759656	PVCS
Registration Number:	2159588	STARTOOL
Registration Number:	2208294	TEAMTRACK
Registration Number:	2304166	STARWARP
Registration Number:	2326601	TEAMSHARE
Registration Number:	2326643	TEAMSHARE
Registration Number:	2349269	TEAMSHARE
Registration Number:	2403597	EYE-SPY 390
Registration Number:	2425369	CENTILLION
Registration Number:	2430845	DETECT+RESOLVE
Registration Number:	2435312	SERNET
Registration Number:	2458348	TEAMTRACK ONLINE
Registration Number:	2472804	CHANGE TRANSFER
Registration Number:	2475159	ECHANGE MAN
Registration Number:	2476207	MERANT
Registration Number:	2478372	MERANT
Registration Number:	2499060	TSUPPORT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2500979	TTRACK
Registration Number:	2501056	TEAMTRACK MOBILE
Registration Number:	2559818	TEAMTRACK
Registration Number:	2641405	PROJECT OFFICE
Registration Number:	2657085	ACCEL IMPLEMENTATION
Registration Number:	2660757	THE EDGE FOR IT
Registration Number:	2739477	SERENA
Registration Number:	2747007	MERANT COLLAGE
Registration Number:	2766260	PORTFOLIO EDGE
Registration Number:	2816197	PORTFOLIO KNOWLEDGE
Registration Number:	2816351	COLLAGE
Registration Number:	2829088	PACIFIC EDGE
Registration Number:	3103227	GROUND FLOOR
Registration Number:	3178770	CHANGE GOVERNANCE
Registration Number:	3178771	CHANGE GOVERNANCE
Registration Number:	3185151	DIMENSIONS
Registration Number:	3214268	CHANGE GOVERNANCE
Registration Number:	3486670	PROTOTYPE COMPOSER
Registration Number:	3542174	MASHUP COMPOSER
Registration Number:	3552270	MASHUP EXCHANGE
Serial Number:	77305621	UNLEASH YOUR INNER DEVELOPER
Serial Number:	77305624	UNLEASH YOUR INNER DEVELOPER
Serial Number:	77305627	EMBRACE YOUR DEVELOPER SIDE
Serial Number:	77305629	EMBRACE YOUR DEVELOPER SIDE
Serial Number:	77326441	PROTOTYPE COMPOSER
Serial Number:	77389459	MICROMARKET
Serial Number:	77594933	MASHUP SQUAD
Serial Number:	78306306	SAFE
Serial Number:	78458080	GOVERNANCE ACCELERATOR
Serial Number:	78699415	MARINER
Serial Number:	78714180	PROFIT FROM CHANGE
Serial Number:	78714183	PROFIT FROM CHANGE
Serial Number:	78714185	PROFIT FROM CHANGE
Serial Number:	78852526	SERENA DIMENSIONS

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2127353000

TRADEMARK

REEL: 005263 FRAME: 0319

Email: justin.selle@skadden.com
Correspondent Name: Skadden, Arps, Slater, Meagher & Flom LL
Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2610

NAME OF SUBMITTER: Ken Kumayama

SIGNATURE: /Ken Kumayama/

DATE SIGNED: 04/17/2014

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of April 14, 2014 (this "Termination and Release"), is made by BARCLAYS BANK PLC, as Collateral Agent (the "Agent"), in favor of SERENA SOFTWARE, INC. (the "Pledgor").

WITNESSETH:

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of March 10, 2006 (as amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Serena Software, Inc., as borrower (the "Borrower"), Lehman Brothers Commercial Paper, Inc. (the "Former Agent"), as administrative agent and certain parties party thereto, (ii) that certain Security Agreement dated as of March 10, 2006, by and among each of the Borrower, the Former Agent and other parties party thereto (as amended, supplemented or otherwise modified, the "Security Agreement"), and (iii) that certain Pledge Agreement dated as of March 10, 2006, by and among each of the Borrower, the Former Agent and other parties party thereto;

WHEREAS, reference is also made to the Trademark Security Agreement dated March 10, 2006, by and between Pledgor, and the Former Agent, recorded with the U.S. Patent and Trademark Office at Reel 0003267, Frame 0485 on March 14, 2006, as supplemented by Supplement No. 1 to the Security Agreement dated April 30, 2007, by and between Pledgor and the Former Agent, recorded with the U.S. Patent and Trademark Office at Reel 003540, Frame 0775 on May 11, 2007, as further supplemented by that certain Trademark Security Agreement dated April 21, 2008, by and between Pledgor and the Former Agent, recorded with the U.S. Patent and Trademark Office at Reel 003770, Frame 0069 on May 1, 2008, as further supplemented by Supplement No. 4 to the Security Agreement dated April 30, 2009, by and between Pledgor and the Former Agent, recorded with the U.S. Patent and Trademark Office at Reel 004011, Frame 0581 on June 25, 2009 (collectively, the "Trademark Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreements recorded with the U.S. Patent and Trademark Office, the Pledgor granted the Former Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its intellectual property Collateral, including the Marks listed on Schedule I hereto and proceeds of any and all of the foregoing (the "Trademark Collateral");

WHEREAS, pursuant to (i) the Amendment Agreement, dated as of March 2, 2011, among the Borrower and the Required Lenders (as defined in the Credit Agreement), and (ii) the Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of March 2, 2011, between the Former Agent and Agent, the Credit Agreement had been amended to reflect, among other things, the appointment of Agent as successor administrative agent and collateral agent;

WHEREAS, the Former Agent and Agent entered into that certain Patent and Trademark Assignment and Assumption, dated as of April 1, 2011, under which the Former Agent irrevocably, absolutely and unconditionally assigned to the Agent, and Agent assumed from the Former Agent, the interest in and to the Former Agent's rights and obligations under the Trademark Security Agreements and all Trademark Collateral (including the security interest therein that was originally granted by the Pledgor to the Former Agent); and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral (including, for the avoidance of any doubt, those assigned to the Agent by the Former Agent as referenced above).

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Marks" and all other capitalized terms used herein, but not otherwise defined herein, shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its security interest in and to the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. The Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Termination and Release.

3. Further Assurances. Upon the reasonable request of the Pledgor, and at the Pledgor's sole cost and expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,
as Agent

By:


Name: Gregory Fishbein
Title: Assistant Vice President

Schedule I
Trademark Collateral

OWNER	REGISTRATION / APPLICATION NUMBER	TITLE
Serena Software Inc.	1298600	COMPAREX
Serena Software Inc.	1342251	CHANGEMAN
Serena Software Inc.	1759656	PVCS
Serena Software Inc.	2159588	STARTOOL
Serena Software Inc.	2208294	TEAMTRACK
Serena Software Inc.	2304166	STARWARP
Serena Software Inc.	2326601	TEAMSHARE
Serena Software Inc.	2326643	TEAMSHARE
Serena Software Inc.	2349269	TEAMSHARE
Serena Software Inc.	2403597	EYE-SPY 390
Serena Software, Inc.	2425369	CENTILLION
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Serena Software Inc.	2435312	SERNET
Serena Software Inc.	2458348	TEAMTRACK ONLINE
Serena Software Inc.	2472804	CHANGE TRANSFER
Serena Software Inc.	2475159	ECHANGEMAN (stylized)
Serena Software Inc.	2476207	MERANT
Serena Software Inc.	2478372	MERANT
Serena Software Inc.	2499060	TSUPPORT

Schedule I - 1

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Serena Software Inc.	2500979	tTRACK
Serena Software Inc.	2501056	TEAMTRACK MOBILE
Serena Software Inc.	2559818	TEAMTRACK
Serena Software Inc.	2641405	PROJECT OFFICE
Serena Software Inc.	2657085	ACCEL IMPLEMENTATION
Serena Software Inc.	2660757	THE EDGE FOR IT
Serena Software Inc.	2739477	SERENA
Serena Software Inc.	2747007	MERANT COLLAGE
Serena Software Inc.	2766260	PORTFOLIO EDGE
Serena Software Inc.	2816197	PORTFOLIO KNOWLEDGE
Serena Software Inc.	2816351	COLLAGE
Serena Software Inc.	2829088	PACIFIC EDGE
Serena Software Inc.	3103227	RTM
Serena Software Inc.	3178770	CHANGE GOVERNANCE
Serena Software Inc.	3178771	CHANGE GOVERNANCE
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Serena Software Inc.	77305627	EMBRACE YOUR DEVELOPER SIDE
Serena Software Inc.	77305629	EMBRACE YOUR DEVELOPER SIDE
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Serena Software Inc.	77389459	MICROMARKET
Serena Software Inc.	77594933	MASHUP SQUAD
Serena Software Inc.	78306306	SAFE
Serena Software Inc.	78458080	GOVERNANCE ACCELERATOR
Serena Software Inc.	78699415	MARINER
Serena Software Inc.	78714180	PROFIT FROM CHANGE
Serena Software Inc.	78714183	PROFIT FROM CHANGE
Serena Software Inc.	78714185	PROFIT FROM CHANGE
Serena Software Inc.	78852526	SERENA DIMENSIONS