# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM758651

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Reel 5797 / Frame 0287

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., Collateral Agent		09/30/2022	Bank: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	TIBCO SOFTWARE INC.
Street Address:	3303 Hillview Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77229659	NIMBUS

### CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Michael.Violet@wolterskluwer.com Email:

**Correspondent Name: CT** Corporation

Address Line 1: 4400 Easton Commons Way

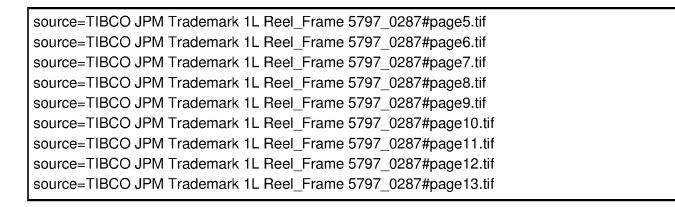
Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Dias-Jayasinghe	
SIGNATURE:	/Jessica Dias-Jayasinghe/
DATE SIGNED:	09/30/2022

**Total Attachments: 13** 

source=TIBCO JPM Trademark 1L Reel Frame 5797 0287#page1.tif source=TIBCO JPM Trademark 1L Reel Frame 5797 0287#page2.tif source=TIBCO JPM Trademark 1L Reel Frame 5797 0287#page3.tif source=TIBCO JPM Trademark 1L Reel Frame 5797 0287#page4.tif



### RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY (this "Release"), dated as of September 30, 2022 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Term Loan Security Agreement, dated as of October 30, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 5, 2014 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 5, 2014 at Reel/Frame 5414/0774;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 22, 2016 (the "Supplemental Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 7, 2016 at Reel/Frame 5767/0750;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 10, 2016 (the "Second Supplemental Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 19, 2016 at Reel/Frame 5797/0287;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 23, 2017 (the "<u>Third Supplemental Trademark</u> Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Third Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 23, 2017 at Reel/Frame 5993/0624;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of August 7, 2017 (the "Fourth Supplemental Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Fourth Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 11, 2017 at Reel/Frame 6131/0527;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of August 7, 2017 (the "<u>Fifth Supplemental Trademark Security</u> Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Fourth Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 11, 2017 at Reel/Frame 6131/0570;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of August 7, 2017 (the "Sixth Supplemental Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Sixth Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 11, 2017 at Reel/Frame 6131/0604;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 31, 2017 (the "Seventh Supplemental Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Seventh Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 3, 2017 at Reel/Frame 6196/0326;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of August 7, 2019 (the "<u>Eighth Supplemental Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Eighth Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 14, 2019 at Reel/Frame 6720/0308;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 4, 2020 (the "Ninth Supplemental Trademark Security Agreement" and together with the Trademark Security Agreement, Supplemental Trademark Security Agreement, Second Supplemental Trademark Security Agreement, Third Supplemental Trademark Security Agreement, Fifth Supplemental Trademark Security Agreement, Fifth Supplemental Trademark Security Agreement, Trademark Security Agreement, the "Trademark Security Agreements"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Ninth Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 5, 2020 at Reel/Frame 6883/0552;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMorgan Chase Bank, N.A., acting in its capacity as collateral agent for the Secured Parties

By:

Name: Matthew Cheung

Title: Vice President

**GRANTORS:** 

TIBCO SOFTWARE INC.

# SCHEDULE I

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

Reel/Frame 5414/0774 (Executed December 5, 2014):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	TIBCO Software Inc.	ACTIVEMATRIX	77021083	10/13/2006	3454367	06/24/2008
2.	TIBCO Software Inc.	ACTIVESPACES	77978909	10/29/2007	3773514	04/06/2010
3.	TIBCO Software Inc.	Automator	78810866	02/09/2006	3253254	06/19/2007
4.	TIBCO Software Inc.	BI Bridge	77330598	11/15/2007	3673759	08/25/2009
5.	TIBCO Software Inc.	BusinessFactor	78794232	1/18/2006	3255203	6/26/2007
6.	TIBCO Software Inc.	BW Monitor	77873740	11/16/2009	3806953	06/22/2010
7.	TIBCO Software Inc.	Community Manager	77845070	10/09/2009	3778087	04/20/2010
8.	TIBCO Software Inc.	CommunityManager	76502659	4/1/2003	2865799	7/20/2004
9.	TIBCO Software Inc.	DECISIONSITE	76394967	04/12/2002	2842234	05/18/2004
10.	TIBCO Software Inc.	Dynamic Always- Responsive Transformation	77540105	8/6/2008	3781992	4/27/2010
11.	TIBCO Software Inc.	EDISIM	74094039	09/04/1990	1655409	09/03/1991
12.	TIBCO Software Inc.	Exaprotect	77014307	10/05/2006	3489238	8/19/2008
13.	TIBCO Software Inc.	FABRICBROKER	78699205	8/24/2005	3551900	12/23/2008
14.	TIBCO Software Inc.	FORESIGHT	85976010	12/10/2010	4132081	04/24/2012
15.	TIBCO Software Inc.	FORESIGHT	85195138	12/10/2010	4508778	04/08/2014
16.	TIBCO Software Inc.	FORMVINE	77869624	11/10/2009	3951799	04/26/2011
17.	TIBCO Software Inc.	GRAPHLET	76171668	11/28/2000	2709858	04/22/2003
18.	TIBCO Software Inc.	GRIDSERVER	78172038	10/08/2002	2867862	07/27/2004
19.	TIBCO Software Inc.	HAWK	74704405	07/24/1995	2547471	03/12/2002
20.	TIBCO Software Inc.	HIPAA Change Interpretation Guide	77823592	09/10/2009	3808729	06/22/2010

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
21.	TIBCO Software Inc.	HIPAA VALIDATOR	76327221	10/19/2001	2727978	06/17/2003
22.	TIBCO Software Inc.	INCONCERT	75172120	09/25/1996	2105208	10/14/1997
23.	TIBCO Software Inc.	INFORMATION BUS	76582769	07/15/2004	3003002	09/27/2005
24.	TIBCO Software Inc.	INSTREAM	76436559	07/31/2002	2889767	09/28/2004
25.	TIBCO Software Inc.	IPROCESS	85189761	12/02/2010	3993411	07/12/2011
26.	TIBCO Software Inc.	JasperReports	78610333	04/15/2005	3472235	07/22/2008
27.	TIBCO Software Inc.	JASPERSOFT	78610315	04/15/2005	3313641	10/16/2007
28.	TIBCO Software Inc.	LASSO ENTERPRISE	85375578	07/19/2011	4118168	03/27/2012
29.	TIBCO Software Inc.	LogLogic	76611856	9/17/2004	3078192	4/11/2006
30.	TIBCO Software Inc.	Loyalty Lab	78887069	5/18/2006	3391919	3/4/2008
31.	TIBCO Software Inc.	OPENSPIRIT	76181018	12/14/2000	2884603	09/14/2004
32.	TIBCO Software Inc.	Design	76181019	12/14/2000	2836826	04/27/2004
33.	TIBCO Software Inc.	Personal Business Intelligence	8578334	11/21/2012	4420073	10/15/2013
34.	TIBCO Software Inc.	PORTALBUILDER	76334151	11/05/2001	2690245	02/25/2003
35.	TIBCO Software Inc.	PUSHBI	85857956	02/22/2013	4420115	10/15/2013
36.	TIBCO Software Inc.	RENDEZVOUS	76515955	05/21/2003	3018993	11/29/2005
37.	TIBCO Software Inc.	Rendezvous	78126521	5/6/2002	3121347	7/25/2006

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
38.	TIBCO Software Inc.	Report Catalog	85857716	02/22/2013	4430241	11/05/2013
39.	TIBCO Software Inc.	Rocketstream	77559115	8/29/2008	3602142	4/7/2009
40.	TIBCO Software Inc.	Rocketstream & Design	77559170	8/29/2008	3714023	8/29/2008
41.	TIBCO Software Inc.	S+	74634420	02/07/1995	2118217	12/02/1997
42.	TIBCO Software Inc.	S+	78390284	03/24/2004	3015058	11/15/2005
43.	TIBCO Software Inc.	S+FINMETRICS	78550448	01/19/2005	3050420	01/24/2006
44.	TIBCO Software Inc.	S+Seqtrial	78550451	1/19/2005	3050421	1/24/2006
45.	TIBCO Software Inc.	SBX	77934643	02/12/2010	4049945	11/01/2011
46.	TIBCO Software Inc.	Securpass	77204177	6/12/2007	3378303	2/5/2008
47.	TIBCO Software Inc.	SMARTSOCKETS	76144723	10/10/2000	2546613	03/12/2002
48.	TIBCO Software Inc.	SPEEDLINK	77293985	10/02/2007	3709284	11/10/2009
49.	TIBCO Software Inc.	S-PLUS	73679061	08/17/1987	1486001	04/26/1988
50.	TIBCO Software Inc.	SPOTFIRE	75483344	05/11/1998	2257101	06/29/1999
51.	TIBCO Software Inc.	SPOTFIRE	86143572	12/13/2013	4537840	05/27/2014
52.	TIBCO Software Inc.	STAFFWARE	74628563	2/1/1995	1977931	6/4/1996
53.	TIBCO Software Inc.	STREAMBASE	78362582	02/04/2004	3096450	05/23/2006

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
54.	TIBCO Software Inc.	StreamBase Live View	85479970	11/23/2011	4252811	9/18/2012
55.	TIBCO Software Inc.	Studio	78731054	10/11/2005	3148425	09/26/2006
56.	TIBCO Software Inc.	THE POWER OF NOW	76324558	10/15/2001	2703915	04/08/2003
57.	TIBCO Software Inc.	The Power to Predict	78981023	1/18/2006	3617709	5/5/2009
58.	TIBCO Software Inc.	The Power to Predict	78981355	1/18/2006	3786346	5/4/2010
59.	TIBCO Software Inc.	TIB	74089504	08/20/1990	1659536	10/08/1991
60.	TIBCO Software Inc.	TIBBR	77750461	06/02/2009	3871200	11/02/2010
61.	TIBCO Software Inc.	Tibcast	85337969	6/3/2011	4165739	6/26/2012
62.	TIBCO Software Inc.	TIBCO	76303227	08/20/2001	2770781	10/07/2003
63.	TIBCO Software Inc.	TIBCO	86102247	10/25/2013	4537771	05/27/2014
64.	TIBCO Software Inc.	TIBCO & Design	86107773	11/01/2013	4650314	12/02/2014
		TIBC 2				
65.	TIBCO Software Inc.	TIBCO & Design	76324928	10/15/2001	2770804	10/07/2003
		<b>■</b> TIBCO				
66.	TIBCO Software Inc.	TIBCO & Design	86102253	10/25/2013	4537772	05/27/2014
		<b>™</b> TIBCO				

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
67.	TIBCO Software Inc.	TIBCO BUSINESSEVENTS	77869550	11/10/2009	3810617	06/29/2010
68.	TIBCO Software Inc.	TIBCO FTL	85030600	05/05/2010	3932797	03/15/2011
69.	TIBCO Software Inc.	TIBCO Silver	77727371	5/1/2009	3994389	7/12/2011
70.	TIBCO Software Inc.	TIBCO Silver & Design	77727471	5/1/2009	3994390	7/12/2011
71.	TIBCO Software Inc.	Total Onboarding	77407057	2/27/2008	3636305	6/9/2009
72.	TIBCO Software Inc.	TradeSite	75404906	12/15/1997	2356513	06/13/2000
73.	TIBCO Software Inc.	Transaction Insight	76561550	11/20/2003	2942797	04/19/2005
74.	TIBCO Software Inc.	TUCON	78642128	6/2/2005	3182857	12/12/2006
75.	TIBCO Software Inc.	TWO-SECOND ADVANTAGE	85131074	09/16/2010	4455332	12/24/2013
76.	TIBCO Software Inc.	TWO-SECOND ADVANTAGE	85977097	09/16/2010	4188186	08/07/2012
77.	TIBCO Software Inc.	Validation Station	77346649	12/7/2007	3532203	11/11/2008
78.	TIBCO Software Inc. <sup>1</sup>	Fluency	77537329	8/1/2008	3880441	11/23/2010
79.	TIBCO Software Inc. <sup>2</sup>	KABIRA	76012164	03/28/2000	2742704	07/29/2003
80.	TIBCO Software Inc.	ENGAGE	86180327	1/30/2014		
81.	TIBCO Software Inc.	EngagementFlows	86366714	8/14/2014		

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<sup>&</sup>lt;sup>1</sup> f/k/a TIBCO Kabira LLC

<sup>&</sup>lt;sup>2</sup> f/k/a TIBCO Kabira LLC

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
82.	TIBCO Software Inc.	EGAGEXC	86294175	5/28/2014		
83.	TIBCO Software Inc.	LOYALTY LAB	86379859	08/28/2014	4798246	08/25/2015
84.	TIBCO Software Inc.	SIMPLR	86204747	02/26/2014	5059901	10/11/2016
85.	TIBCO Software Inc.	TIBCO NOW	86267397	04/30/2014	4778503	07/21/2015
86.	TIBCO Software Inc.	TURNING CUSTOMERS INTO FANS	85845332	02/08/2013	5078195	11/08/2016

# Reel/Frame 5767/0750 (Executed March 22, 2016):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
87.	TIBCO Software Inc.	API DISTRIBUTION NETWORK	85681875	0719/2012	4467986	01/14/2014
88.	TIBCO Software Inc.	BAPI	85674421	7/11/2012	4295610	2/26/2013
89.	TIBCO Software Inc.	BUSINESS OF APIS	85674384	07/11/2012	4382511	08/13/2013
90.	TIBCO Software Inc.	I/O DOCS	85713272	08/27/2012	4373865	07/23/2013
91.	TIBCO Software Inc.	MASHERY	77646326	01/09/2009	3657443	07/21/2009
92.	TIBCO Software Inc.	MASHERY	86065867	09/16/2013	4969135	05/31/2016
93.	TIBCO Software Inc.	Design	77646332	01/09/2009	3657444	07/21/2009
94.	TIBCO Software Inc.	Design	86809268	11/04/2015	5973411	01/28/2020
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Reel/Frame 5797/0287 (Executed May 10, 2016):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
95.	TIBCO Software Inc.	NIMBUS	77229659	7/13/2007	3750237	2/16/2010

Reel/Frame 5993/0624 (Executed February 23, 2017)

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
96.	TIBCO Software Inc.	SIMPLR	86204747	02/26/2014	5059901	10/11/2016
97.	TIBCO Software Inc.	TURNING CUSTOMERS INTO FANS	85845332	02/08/2013	5078195	11/08/2016

Reel/Frame 6131/0527 (Executed August 7, 2017):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
98.	TIBCO Software Inc.	FLOGO	86957372	03/30/2016	5192685	04/25/2017

Reel/Frame 6131/0604 (Executed August 7, 2017):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
99.	TIBCO Software Inc.	FLOGO	86957372	03/30/2016	5192685	04/25/2017

Reel/Frame 6131/0570 (Executed August 7, 2017):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
100.	TIBCO Software Inc.	FLOGO	86957372	03/30/2016	5192685	04/25/2017

Reel/Frame 6196/0326 (Executed 10/31/2017):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
101.	TIBCO Software Inc.	Better Decisioning	85526842	1/27/2012	4213291	9/25/2012
102.	TIBCO Software Inc.	Data Health Check	85890177	03/29/2013	4439369	11/26/2013
103.	TIBCO Software Inc.	Decisioning Platform	85506483	12/30/2011	4162661	4/23/2012
104.	TIBCO Software Inc.	Electronic Statistics Textbook	85610324	04/27/2012	4271257	01/08/2013
105.	TIBCO Software Inc.	live score	85150002	10/11/2010	4005255	08/02/2011

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
106.	TIBCO Software Inc.	Making the World More Productive	85684529	7/23/2012	4268349	1/1/2013
107.	TIBCO Software Inc.	Predictive Claims Flow	85337852	6/3/2011	4149030	5/29/2012
108.	TIBCO Software Inc.	Predictive Claims Flow	85506512	7/17/2012	4216860	10/2/2012
109.	TIBCO Software Inc.	Process Data Explorer	86121626	11/18/2013	4567439	07/15/2014
110.	TIBCO Software Inc.	Process Tree Viewer	86121655	11/18/2013	4561641	07/01/2014

Reel/Frame 6720/0308 (Executed August 7, 2019):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
111.	TIBCO Software Inc.	EBX	88320503	02/28/2019	5994136	02/25/2020
112.	TIBCO Software Inc.	SCRIBE	87181239	09/23/2016	5212734	05/30/2017
113.	TIBCO Software Inc.	FLOGO	87940738	05/30/2018	5648830	01/08/2019
114.	TIBCO Software Inc.	STATISTICA	88014379	06/25/2018	5649275	01/08/2019
115.	TIBCO Software Inc.	TIBCO NOW	86267397	04/30/2014	4778503	07/21/2015
116.	TIBCO Software Inc.	MICROFLOW	86944411	03/17/2016	5111318	12/27/2016
117.	TIBCO Software Inc.	Design	87204285	10/14/2016	5530922	07/31/2018

Reel/Frame 6883/0552 (Executed March 4, 2020)

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
118.	TIBCO Software Inc.	NIMBUS	88554319	07/31/201 9	6167023	10/06/2020

TRADEMARK REEL: 007936 FRAME: 0908

**RECORDED: 09/30/2022**