

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Administrative Agent		09/30/2011	Public Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Intraware, Inc.		
Street Address:	1000 East Woodfield Road		
Internal Address:	Suite 400		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3033640	I	
Registration Number:	3033641	I	
Registration Number:	2413746	INTRAWARE	
Registration Number:	2252376	SUBSCRIBENET	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		

OP \$115.00 3033640

ATTORNEY DOCKET NUMBER:	039269-0194
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	10/03/2011
Total Attachments: 4 source=termination Intraware TSA#page1.tif source=termination Intraware TSA#page2.tif source=termination Intraware TSA#page3.tif source=termination Intraware TSA#page4.tif	

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination and Release"), dated as of September 30, 2011, from Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement referred to below), to Intraware, Inc., a Delaware corporation (the "Debtor"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, Intraware, Inc., the Debtor, the other Debtors (as defined in the Credit Agreement), and Barclays Bank PLC, as Administrative Agent, entered into that certain Credit Agreement, dated as of January 20, 2011 (as amended, supplemented or modified from time to time, including amendments and restatements thereof in its entirety, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Debtor executed and delivered that certain Security Agreement, dated as of January 20, 2011, in favor of the Administrative Agent (as amended, modified, supplemented or restated from time to time, the "Security Agreement"), pursuant to which the Debtor executed and delivered that certain Trademark Security Agreement, dated as of January 20, 2011 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Debtor granted to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set off against, and acknowledged and agreed that the Administrative Agent had and should continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set off against, all of the Debtor's right, title, and interest, whether then owned or existing or thereafter created, acquired or arising, in and to the Trademark Collateral (as defined below) (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004458, Frame 0533 on January 21, 2011; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean all (i) trademarks, service marks, trade dress, brand names, trade names, logos, domain names and tradestyles, including all registrations and applications

for any of the foregoing, including without limitation the registrations and applications listed in Schedule A attached hereto, and all of the goodwill of the business connected with or represented by the foregoing; and (ii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; provided, however, that the foregoing definition shall not include any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and any right, title or interest of the Administrative Agent in or to such Trademark Collateral shall hereby cease and become void.

SECTION 3. Further Assurances. The Administrative Agent shall execute and deliver to the Debtor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

SECTION 4. Recordation. The Administrative Agent authorizes the recordation of this Termination and Release with the United States Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the termination and release of the Administrative Agent's Security Interest in the Trademark Collateral by the Debtor or any Person authorized or designated by the Debtor, upon reasonable notice to the Administrative Agent, and any such recordation or filing shall be deemed to have been authorized by the Administrative Agent.

SECTION 5. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

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 Administrative Agent

By: _____

Name:

Title:



Ritam Bhalla
Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Country
I DESIGN	76601048	06-Jul-2004	3033640	27-Dec-2005	United States
I DESIGN	76601049	06-Jul-2004	3033641	27-Dec-2005	United States
INTRAWARE	75/748887	13-Jul-1999	2413746	19-Dec-2000	United States
SUBSCRIBENET	75/247313	25-Feb-1997	2252376	15-Jun-1999	United States