TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLEXERA SOFTWARE LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, AS COLLATERAL AGENT
Street Address:	115 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	BANK: ILLINOIS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2896261	SOFTSUMMIT
Registration Number:	3042210	FLEXENABLED
Registration Number:	3021459	FLEXENABLED
Registration Number:	2573067	FLEXLM
Registration Number:	3112363	FLEXNET
Registration Number:	3329366	FLEXNET CONNECT
Registration Number:	3953180	FLEXERA SOFTWARE
Registration Number:	3939561	FLEXERA SOFTWARE
Registration Number:	3491496	FLEXNET MANAGER
Registration Number:	2987797	FLEXNET
Registration Number:	3491497	FLEXNET PUBLISHER
Registration Number:	2085577	INSTALLSHIELD
Registration Number:	2568465	ADMINSTUDIO
Registration Number:	1844225	INSTALLSHIELD

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Registration Number:	2958972	INSTALLSHIELD PROFESSIONAL
Registration Number:	3472832	PACKAGEEXPERT
Registration Number:	3487334	INSTALLANYWHERE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

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

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1:   650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4:   COSTA MESA, CALIFORNIA   92626

ATTORNEY DOCKET NUMBER:	049686-0000
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	10/05/2011

Total Attachments: 10
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2011 (this *"Agreement"*), is made by **FLEXERA SOFTWARE LLC**, a Delaware limited liability company, **INTRAWARE, INC.**, a Delaware corporation, and **MANAGESOFT HOLDINGS, INC.**, a Delaware corporation, each with its principal place of business and mailing address at 1000 E. Woodfield Road, Suite 400, Schaumburg, Illinois 60173 (each, a *"Debtor"*), in favor of **BANK OF MONTREAL,** as collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the *"Administrative Agent"*).

WHEREAS, each Debtor is party to a First Lien Security Agreement dated as of September 30, 2011 (as the same may be amended, amended and restated, modified, supplemented or restated from time to time, the *"Security Agreement"*) between each Debtor and the other debtors party thereto and the Administrative Agent, pursuant to which each Debtor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Debtor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

As collateral security for the Secured Obligations, each Debtor hereby grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Administrative Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of such Debtor's right, title, and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following (collectively, the *"Trademark Collateral"*):

(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,

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royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Certain Limited Exclusions

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to 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 4. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Creditors pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

FLEXERA SOFTWARE LLC

By:_____
Name: Joseph Freda
Title   Chief Financial Officer, Treasurer
         and Secretary

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

INTRAWARE, INC.

By: _____
Name: Joseph Freda
Title: Vice President, Treasurer and Secretary

Signature Page to First Lien Trademark Security Agreement

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

MANAGESOFT HOLDINGS, INC.

By: _____
Name: Joseph Freda
Title: Vice President, Treasurer and
        Secretary

Signature Page to First Lien Trademark Security Agreement

Accepted and agreed, as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

By:
Name: Bryan J. Lolfe
Title: Managing Director

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Australia / 9, 38, 42	FLEXLM	865586	09-Feb-2001	865586	09-Feb-2001
Australia / 9, 42	FLEXERA SOFTWARE	1356235	13-Apr-2010		
Australia / 9, 42	FLEXNET	971543	24-Sep-2003	971543	24-Sep-2003
Australia / 9, 42, 45	FLEXERA SOFTWARE (and Design)	1356236	13-Apr-2010		
Australia	FLEXENABLED	971544	24-Sep-2003	971544	24-Sep-2003
Canada / 9, 42	FLEXERA SOFTWARE	1477329	16-Apr-2010		
Canada / 9, 42	FLEXLM	1093899	23-Feb-2001	TMA 576801	03-Mar-2003
Canada / 9, 42	FLEXNET	1190399	11-Sep-2003	TMA 638198	25-Apr-2005
Canada / 9, 42, 45	FLEXERA SOFTWARE(and Design)	1477330	16-Apr-2010		
Canada / 9, 42	FLEXENABLED	1190398	11-Sep-2003	TMA 638058	21-Apr-2005
China / 35	FLEXERA SOFTWARE	7987177	12-Jan-2010	7987177	28-Feb-2011
China / 35	FLEXERA SOFTWARE (and Design)	7987179	12-Jan-2010	7987179	28-Feb-2011
China / 35	FLEXLM	1799607	23-Feb-2001	1799607	28-Jun-2002
China / 42	FLEXENABLED	3721023	17-Sep-2003	3721023	21-Feb-2006
China / 42	FLEXERA SOFTWARE	7987182	12-Jan-2010	7987182	28-Feb-2011
China / 42	FLEXERA SOFTWARE (and Design)	7987185	12-Jan-2010	7987185	28-Feb-2011
China / 42	FLEXLM	1769781	23-Feb-2001	1769781	14-May-2002
China / 9	FLEXENABLED	3721024	17-Sep-2003	3721024	14-May-2005
China / 9	FLEXERA SOFTWARE	7987178	12-Jan-2010	7987178	21-Mar-2011
China / 9	FLEXERA SOFTWARE (and	7987180	12-Jan-2010	7987180	21-Mar-2011

Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
	Design)				
China / 9	FLEXLM	1722146	23-Feb-2001	1722146	28-Feb-2002
European Comm.	FLEXLM	1892231	09-Oct-2000	1892231	21-May-2002
European Comm. / 35, 41, 43	SOFTSUMMIT	4282381	04-Feb-2005	4282381	03-Apr-2006
European Comm. / 9, 35, 42	FLEXNET CONNECT	5574447	21-Dec-2006	5574447	28-Feb-2008
European Comm. / 9, 42	FLEXNET	3389319	01-Oct-2003	3389319	17-Jan-2005
European Comm. / 9, 42	FLEXNET (and Design)	3706421	08-Mar-2004	3706421	23-Aug-2005
European Comm. / 9, 42, 45	FLEXERA SOFTWARE	8657553	03-Nov-2009	8657553	15-Jun-2010
European Comm. / 9, 42, 45	FLEXERA SOFTWARE (and Design)	8657488	03-Nov-2009	8657488	15-Jun-2010
European Comm. / 9, 42, 45	FLEXNET MANAGER	6646822	06-Feb-2008	6646822	20-May-2009
European Comm. / 9, 42, 45	FLEXNET PUBLISHER	6646798	06-Feb-2008	6646798	19-Aug-2009
European Comm. 9, 42 /	FLEXENABLED	3389327	01-Oct-2003	3389327	02-Mar-2005
Japan / 9	FLEXLM	4-105674	20-Apr-1992	3065425	20-Apr-1992
Japan / 9	FLEXNET	2003-81773	19-Sep-2003	4883319	19-Sep-2003
Japan / 9, 42	FLEXENABLED	2003-081774	19-Sep-2003	4767362	19-Sep-2003
Japan / 9, 42	FLEXERA SOFTWARE	2009-82927	02-Nov-2009	5368347	02-Nov-2009
Japan /9, 42	FLEXERA SOFTWARE (and Design)	2009-82928	02-Nov-2009	5368348	02-Nov-2009
Taiwan / 35	FLEXLM	90005925	23-Feb-2001	167804	16-Aug-2002
Taiwan / 35	FLEXLM (Stylized)	90005928	23-Feb-2001	169618	16-Sep-2002
Taiwan / 38	FLEXLM	91008001	05-Mar-2002	181642	16-May-2003
Taiwan / 38	FLEXLM (Stylized)	91008002	05-Mar-2002	182310	01-Jun-2003
Taiwan / 42	FLEXENABLED	092054943	15-Sep-2003	1098326	16-Apr-2004
Taiwan / 42	FLEXLM	90005926	23-Feb-2001	164237	16-May-2002
Taiwan / 42	FLEXLM (Stylized)	90005929	23-Feb-2001	165333	16-Jun-2002
Taiwan / 42	FLEXNET	092054941	15-Sep-2003	1098325	16-Apr-2004

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Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Taiwan / 9	FLEXENABLED	092054942	15-Sep-2003	1113566	01-Aug-2004
Taiwan / 9	FLEXLM	90005394	21-Feb-2001	987659	01-Mar-2002
Taiwan / 9	FLEXLM (Stylized)	90005927	23-Feb-2001	992538	01-Apr-2002
Taiwan / 9	FLEXNET	092054940	15-Sep-2003	1113565	01-Aug-2004
United States / 41	SOFTSUMMIT	76532080	14-Jul-2003	2896261	19-Oct-2004
United States / 9	FLEXENABLED	76504595	07-Apr-2003	3042210	10-Jan-2006
United States / 9	FLEXENABLED (and Design)	76546221	08-Sep-2003	3021459	29-Nov-2005
United States / 9	FLEXLM	76119600	29-Aug-2000	2573067	28-May-2002
United States / 9	FLEXNET (and Design)	76545234	05-Sep-2003	3112363	04-Jul-2006
United States / 9	FLEXNET CONNECT	78920314	29-Jun-2006	3329366	06-Nov-2007
United States / 9, 35	FLEXERA SOFTWARE	77850916	16-Oct-2009	3953180	03-May-2011
United States / 9, 35	FLEXERA SOFTWARE (and Design)	77850929	16-Oct-2009	3939561	05-Apr-2011
United States / 9, 42	FLEXNET MANAGER	77250041	08-Aug-2007	3491496	26-Aug-2008
United States /9	FLEXNET	76504594	07-Apr-2003	2987797	23-Aug-2005
United States /9, 42	FLEXNET PUBLISHER	77250045	08-Aug-2007	3491497	26-Aug-2008
Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
China / 9	INSTALLSHIELD	4775717	13-Jul-2005	4775717	28-Feb-2009
European Comm. / 9, 16, 42	INSTALLSHIELD	490318	14-Mar-1997	490318	08-Jan-1999
European Comm. / 9, 35, 42	PACKAGEEXPERT	5811583	04-Apr-2007	5811583	29-May-2008
Japan / 9	PACKAGEEXPERT	2007-32658	04-Apr-2007	5079137	21-Sep-2007
Japan / 9, 41, 42	INSTALLANYWHERE	2007-127537	26-Dec-2007	5364599	29-Oct-2010
Japan / 9, 42	INSTALLSHIELD	H10-071915	21-Aug-1998	4323412	08-Oct-1999
Taiwan / 9	INSTALLSHIELD	94033451	12-Jul-2005	1199819	16-Mar-2006
Taiwan / 9, 41, 42	INSTALLANYWHERE	97002129	15-Jan-2008	1353198	01-Mar-2009
United Kingdom / 9, 42	INSTALLSHIELD	2123134	07-Feb-1997	2123134	04-Sep-1998
United States / 42	INSTALLSHIELD	75087653	15-Apr-1996	2085577	05-Aug-1997

Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States / 9	ADMINSTUDIO	76267258	05-Jun-2001	2568465	07-May-2002
United States / 9	INSTALLSHIELD	74419310	02-Aug-1993	1844225	12-Jul-1994
United States / 9	INSTALLSHIELD PROFESSIONAL	76420521	13-Jun-2002	2958972	07-Jun-2005
United States / 9	PACKAGEEXPERT	77013472	04-Oct-2006	3472832	22-Jul-2008
United States / 9, 41	INSTALLANYWHERE	77231682	17-Jul-2007	3487334	19-Aug-2008

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