

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLEXERA SOFTWARE LLC		03/13/2013	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	

TRADEMARK

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

**CORRESPONDENCE DATA**

Fax Number: 7147558290

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

Email: ipdocket@lw.com, kristin.azcona@lw.com

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:	03/27/2013

**Total Attachments: 7**

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- source=Flexera - Amended and Restated TMK#page3.tif
- source=Flexera - Amended and Restated TMK#page4.tif
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- source=Flexera - Amended and Restated TMK#page7.tif

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of March 13, 2013 (this "**Agreement**"), is made by **FLEXERA SOFTWARE LLC**, a Delaware limited liability company, with its principal place of business and mailing address at 1000 E. Woodfield Road, Suite 400, Schaumburg, Illinois 60173 ("**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**, Debtor is party to a First Lien Security Agreement dated as of September 30, 2011 (the "**Original Security Agreement**") between Debtor and the other debtors party thereto and the Administrative Agent; and

**WHEREAS**, the parties have amended and restated the Original Security Agreement by the Amended and Restated Security Agreement, dated March 13, 2013, (the "**Amended and Restated Security Agreement**"), pursuant to which Debtor granted a continuing 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, Debtor hereby agrees with the Administrative Agent as follows:

### SECTION 1. Defined Terms

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

### SECTION 2. Grant of Security Interest in Trademark Collateral

As collateral security for the Secured Obligations, 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, 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. Amended and Restated 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 Amended and Restated Security Agreement, and 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 Amended and Restated 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 Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall control. For the avoidance of doubt, the terms of the Amended and Restated Security Agreement shall supersede the terms of the Original Security Agreement.

### **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]

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

**FLEXERA SOFTWARE LLC**

By: *Joseph W Freda*  
Name: JOSEPH W FRED A  
Title: CFO

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

**BANK OF MONTREAL**, as Administrative Agent

By  
Name:  
Its:

Signature Page to Amended and Restated Trademark Security Agreement

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

**FLEXERA SOFTWARE LLC**

By:

Name:

Title:

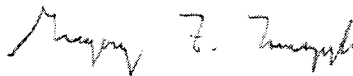
Accepted and agreed, as of the day and year first above written.

**BANK OF MONTREAL**, as Administrative Agent

By

Name:

Its:



**Gregory F. Tomczyk**  
Director

Signature Page to Amended and Restated Trademark Security Agreement

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Flexera Software LLC	United States / 41	SOFTSUMMIT	76532080	14-Jul-2003	2896261	19-Oct-2004
Flexera Software LLC	United States / 9	FLEXLM	76119600	29-Aug-2000	2573067	28-May-2002
Flexera Software LLC	United States / 9	FLEXNET CONNECT	78920314	29-Jun-2006	3329366	06-Nov-2007
Flexera Software LLC	United States / 9, 35	FLEXERA SOFTWARE	77850916	16-Oct-2009	3953180	03-May-2011
Flexera Software LLC	United States / 9, 35	FLEXERA SOFTWARE (and Design)	77850929	16-Oct-2009	3939561	05-Apr-2011
Flexera Software LLC	United States / 9, 42	FLEXNET MANAGER	77250041	08-Aug-2007	3491496	26-Aug-2008
Flexera Software LLC	United States / 9	FLEXNET	76504594	07-Apr-2003	2987797	23-Aug-2005
Flexera Software LLC	United States / 9, 42	FLEXNET PUBLISHER	77250045	08-Aug-2007	3491497	26-Aug-2008
Flexera Software LLC	United States / 9	ADMINSTUDIO	76267258	05-Jun-2001	2568465	07-May-2002
Flexera Software LLC	United States / 9	INSTALLSHIELD	74419310	02-Aug-1993	1844225	12-Jul-1994
Flexera Software, LLC	United States / 9	FLEXENABLED	76504595	07-Apr-2003	3042210	10-Jan-2006
Flexera Software, LLC	United States / 9	FLEXENABLED (and Design)	76546221	08-Sep-2003	3021459	29-Nov-2005
Flexera Software, LLC	United States / 9	FLEXNET (and Design)	76545234	05-Sep-2003	3112363	04-Jul-2006
Flexera Software LLC	United States / 9	INSTALLSHIELD PROFESSIONAL	76420521	13-Jun-2002	2958972	07-Jun-2005
Flexera Software LLC	United States / 9	PACKAGEEXPERT	77013472	04-Oct-2006	3472832	22-Jul-2008
Flexera Software LLC	United States / 9, 41	INSTALLANYWHERE	77231682	17-Jul-2007	3487334	19-Aug-2008

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**TRADEMARK**  
**REEL: 004992 FRAME: 0237**



<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Flexera Software LLC	United States / 42	INSTALLSHIELD	75087653	15-Apr-1996	2085577	05-Aug-1997