

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | AFTER-ACQUIRED TRADEMARK SECURITY INTEREST | | |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4257186 | FLEXNET EMBEDDED | |
| Registration Number: | 4257188 | FLEXNET OPERATIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| 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:

03/28/2013

Total Attachments: 6

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

This **AFTER-ACQUIRED 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 which was filed with United States Patent and Trademark Office on October 5, 2011 at Reel/Frame 4636/0074; and

WHEREAS, certain additional Trademark Collateral (as defined below) has been created since the date of the Original Security Agreement which is subject to the security interest held by the Administrative Agent; and

WHEREAS, the parties have amended and restated the Original Security Agreement by an Amended and Restated Security Agreement, dated March 13, 2013, (the "**Amended and Restated Security Agreement**"), pursuant to which 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, 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

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 After-Acquired 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 After-Acquired Trademark Security Agreement

IN WITNESS WHEREOF, Debtor has caused this After-Acquired 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 After-Acquired Trademark Security Agreement

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Owner | Country | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|----------------------|-----------------------|-------------------------------------------|-------------------|--------------------|-----------------|------------------|
| Flexera Software LLC | United States / 9 | FLEXNET EMBEDDED | 85604404 | 20-Apr-2012 | 4357186 | 11-Dec-2012 |
| Flexera Software LLC | United States / 4, 42 | FLEXNET OPERATIONS | 85604409 | 20-Apr-2012 | 4257188 | 11-Dec-2012 |
| Flexera Software LLC | United States / 9 | ADMINSTUDIO (expanded goods and services) | 85601943 | 18-Apr-2012 | | |