TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300108

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLEXERA SOFTWARE LLC		04/02/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2896261	SOFTSUMMIT
Registration Number:	2085577	INSTALLSHIELD
Registration Number:	2568465	ADMINSTUDIO
Registration Number:	4491716	ADMINSTUDIO
Registration Number:	2573067	FLEXLM
Registration Number:	2987797	FLEXNET
Registration Number:	3329366	FLEXNET CONNECT
Registration Number:	4257186	FLEXNET EMBEDDED
Registration Number:	4410802	FLEXNET LICENSING
Registration Number:	1844225	INSTALLSHIELD
Registration Number:	2958972	INSTALLSHIELD PROFESSIONAL
Registration Number:	3487334	INSTALLANYWHERE
Registration Number:	3953180	FLEXERA SOFTWARE
Registration Number:	3939561	FLEXERA SOFTWARE
Registration Number:	3491496	FLEXNET MANAGER
Registration Number:	4257188	FLEXNET OPERATIONS
Registration Number:	3491497	FLEXNET PUBLISHER
Serial Number:	86215172	FLEXNET MANAGER

CH $465.00 2896261

CORRESPONDENCE DATA

Fax Number: 2129692900

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

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-122
NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	04/02/2014

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of April 2, 2014 (this "***Agreement***"), is made by FLEXERA SOFTWARE LLC, a Delaware limited liability company, with its principal place of business and mailing address at 300 Park Boulevard, Suite 500, Itasca, Illinois 60143 (*"Debtor"*), in favor of **JEFFERIES FINANCE LLC,** 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 April 2, 2014 (as the same may be amended, amended and restated, modified, supplemented or restated from time to time, the "***Security Agreement***") between Debtor and the other debtors party thereto and the Administrative Agent, 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 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, 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. Security Agreement; Intercreditor 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 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and 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.

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 Agreement to be duly executed as of the date and year first above written.

FLEXERA SOFTWARE LLC

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

[Flexera - Signature Page to First Lien Trademark Security Agreement]

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

JEFFERIES FINANCE LLC, as Administrative Agent

By _____
Name: E.J. Hess
Title: Managing Director

TRADEMARK
REEL: 005250 FRAME: 0161

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SOFTSUMMIT	76/532080	7/14/2003	2896261	10/19/2004
INSTALLSHIELD	75/087653	4/15/1996	2085577	8/5/1997
ADMINSTUDIO	76/267258	6/5/2001	2568465	5/7/2002
ADMINSTUDIO (expanded)	85/601943	4/18/2012	4491716	03/04/2014
FLEXLM	76/119600	8/29/2000	2573067	5/28/2002
FLEXNET	76/504594	4/7/2003	2987797	8/23/2005
FLEXNET CONNECT	78/920314	6/29/2006	3329366	11/6/2007
FLEXNET EMBEDDED	85/604404	4/20/2012	4257186	12/11/2012
FLEXNET LICENSING	85/858075	2/22/2013	4410802	10/1/2013
INSTALLSHIELD	74/419310	8/2/1993	1844225	7/12/1994
INSTALLSHIELD PROFESSIONAL	76/420521	6/13/2002	2958972	6/7/2005
INSTALLANYWHERE	77/231682	7/17/2007	3487334	8/19/2008
FLEXERA SOFTWARE	77/850916	10/16/2009	3953180	5/3/2011
FLEXERA SOFTWARE (and Design)	77/850929	10/16/2009	3939561	4/5/2011
FLEXNET MANAGER	77/250041	8/8/2007	3491496	8/26/2008
FLEXNET OPERATIONS	85/604409	4/20/2012	4257188	12/11/2012

FLEXNET PUBLISHER	77/250045	8/8/2007	3491497	8/26/2008
FLEXNET MANAGER	86215172	11-Mar-2014		