

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM324343

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IDERA, INC.		11/05/2014	CORPORATION: TEXAS
PRECISE SOFTWARE SOLUTIONS, INC.		11/05/2014	CORPORATION: DELAWARE
COPPEREGG CORPORATION		11/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH STREET MANAGEMENT LLC, AS AGENT		
<b>Street Address:</b>	777 West Putnam Avenue, 3rd Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4178098	COPPEREGG	
<b>Registration Number:</b>	4378385	COPPEREGG	
<b>Registration Number:</b>	4177937	REVEALSTORAGE	
<b>Registration Number:</b>	4371556	IDERA	
<b>Registration Number:</b>	3134505	SQL COMPLIANCE MANAGER	
<b>Registration Number:</b>	4051016	SQL DIAGNOSTIC MANAGER	
<b>Registration Number:</b>	4051017	SQL MOBILE MANAGER	
<b>Registration Number:</b>	3098986	SQLSAFE	
<b>Registration Number:</b>	3268462	SQLSECURE	
<b>Registration Number:</b>	3581931	ULTIMATE BOOT CD	
<b>Registration Number:</b>	4411311	PRECISE	
<b>Registration Number:</b>	4411312	PRECISE SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>TRADEMARK</b>			

CH \$315.00 4178098

**Phone:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	28514/155
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	11/25/2014

**Total Attachments: 6**

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 5, 2014 between the undersigned (each, individually, a "Debtor" and collectively the "Debtors") and Fifth Street Management LLC, a Delaware limited liability company, as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors or assigns, the "Agent").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of November 5, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement") by and among Idera, Inc., a Texas corporation (the "Borrower"), TA Buckeye Intermediate Corporation, a Delaware corporation, the other Guarantors signatory thereto, the financial institutions from time to time signatory thereto (each, individually, a "Lender," and any and all such financial institutions collectively the "Lenders") and the Agent, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Agent, for the benefit of the Lenders (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances to the Borrower pursuant to the Credit Agreement, the Debtors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent, for the benefit of the Lenders, a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each United States Trademark registration and Trademark application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark or Trademark registration referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest in favor of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Lenders, under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is

continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

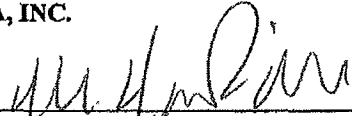
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(Remainder of page intentionally left blank.)

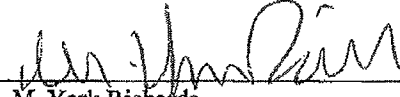
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**DEBTORS:**

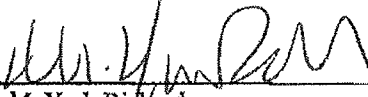
**IDERA, INC.**

By:   
Name: M. York Richards  
Title: Chief Financial Officer

**PRECISE SOFTWARE SOLUTIONS, INC.**

By:   
Name: M. York Richards  
Title: Chief Financial Officer

**COPPEREGG CORPORATION**

By:   
Name: M. York Richards  
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

AGENT:

FIFTH STREET MANAGEMENT LLC, as Agent

By: Ivelin M. Dimitrov  
Name: Ivelin M. Dimitrov  
Title: Chief Investment Officer

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

**Registered Trademarks**

<b><u>Country</u></b>	<b><u>Registered Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
<u>United States</u>	CopperEgg Corp.	COPPEREGG	4178098	7/24/2012
<u>United States</u>	CopperEgg Corp.	COPPEREGG (LOGO)	4378385	8/6/2013
<u>United States</u>	CopperEgg Corp.	REVEALSTORAGE	4177937	7/24/2012
<u>United States</u>	Idera, Inc.	IDERA	4371556	7/23/2013
<u>United States</u>	Idera, Inc.	SQL COMPLIANCE MANAGER	3134505	8/22/2006
<u>United States</u>	Idera, Inc.	SQL DIAGNOSTIC MANAGER	4051016	11/1/2011
<u>United States</u>	Idera, Inc.	SQL MOBILE MANAGER	4051017	11/1/2011
<u>United States</u>	Idera, Inc.	SQLSAFE	3098986	5/30/2006
<u>United States</u>	Idera, Inc.	SQLSECURE	3268462	7/24/2007
<u>United States</u>	Idera, Inc.	ULTIMATE BOOT CD	3581931	2/24/2009
<u>United States</u>	Precise Software Solutions, Inc.	PRECISE	4411311	10/1/2013
<u>United States</u>	Precise Software Solutions, Inc.	PRECISE SOFTWARE	4411312	10/1/2013