

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flexera Software LLC		02/26/2018	Limited Liability Company: DELAWARE
BDNA Corporation		02/26/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 32

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
Registration Number:	4628152	FLEXNET MANAGER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5017183	CORPORATE SOFTWARE INSPECTOR
Registration Number:	5207901	FLEXERA
Registration Number:	5221395	FLEXERA
Registration Number:	4257185	FLEXNET DELIVERY
Registration Number:	5048360	PERSONAL SOFTWARE INSPECTOR
Registration Number:	4861328	SOFTWARE POLICY SCORE
Registration Number:	5070354	VULNERABILITY INTELLIGENCE MANAGER
Serial Number:	87041955	BDNA
Registration Number:	4220330	BDNA
Serial Number:	87141853	BDNA
Registration Number:	4220297	BDNA NORMALIZE
Registration Number:	4088040	NORMALIZE
Registration Number:	5259267	TECHNOPEDIA
Registration Number:	4185245	TECHNOPEDIA

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 02/27/2018

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Flexera Software LLC
- 2. BDNA Corporation

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-DE; 2. Corp.-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 26, 2018

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Jefferies Finance LLC, as Collateral Agent

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

February 26, 2018

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2018 (this “Agreement”), is made by Flexera Software LLC, a Delaware limited liability company, and BDNA Corporation, a Delaware corporation (each, a “Debtor” and collectively, the “Debtors”), in favor of Jefferies Finance LLC (“Jefferies”), as collateral agent for the Secured Creditors (as defined in the Security Agreement hereinafter identified and defined) (Jefferies acting as such collateral agent and any successor or successors to Jefferies in such capacity being hereinafter referred to as the “Collateral Agent”).

WHEREAS, each Debtor is party to that certain Second Lien Security Agreement, dated as of February 26, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among the Debtors, the Collateral Agent and the other debtors party thereto, pursuant to which each Debtor granted a security interest to the Collateral 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 Collateral Agent as follows:

Section 1. Defined Terms. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement shall also apply to this Agreement *mutatis mutandis*.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the Secured Obligations, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Collateral 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 Trademarks, including the Trademark registrations and pending applications for registration in the U.S. Patent and Trademark Office listed on Schedule A attached hereto and all proceeds of the foregoing, in each case, to the extent the foregoing items constitute Collateral (collectively, the “Trademark Collateral”).

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 to the Collateral Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

Section 6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tiff”) will be effective as delivery of a manually executed counterpart thereof.

Section 7. **Intercreditor Agreement Governs.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED CREDITORS PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL 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 PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

FLEXERA SOFTWARE LLC
BDNA CORPORATION

By: Joseph W. Freda
Name: Joseph W. Freda
Title: Chief Financial Officer

Accepted and agreed to as of the date first above written:

JEFFERIES FINANCE LLC,
as Collateral Agent

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

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

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

Flexera Software LLC	FLEXNET MANAGER	77/250041	8/8/2007	3491496	8/26/2008
Flexera Software LLC	FLEXNET OPERATIONS	85/604409	4/20/2012	4257188	12/11/2012
Flexera Software LLC	FLEXNET PUBLISHER	77/250045	8/8/2007	3491497	8/26/2008
Flexera Software LLC	FLEXNET MANAGER	86/215172	3/7/2014	4628152	10/28/2014
Flexera Software LLC	CORPORATE SOFTWARE INSPECTOR	86/853958	12/18/2015	5017183	8/9/2016
Flexera Software LLC	FLEXERA	87/088577	6/29/2016	5207901	5/23/2017
Flexera Software LLC	FLEXERA and Design	87/088570	6/29/2016	5221395	6/13/2017
Flexera Software LLC	FLEXNET DELIVERY	85/604399	4/20/2012	4257185	12/11/2012
Flexera Software LLC	FLEXNET MANAGER	86/215172	3/7/2014	4628152	10/28/2014
Flexera Software LLC	PERSONAL SOFTWARE INSPECTOR	86/854136	12/18/2015	5048360	9/27/2016
Flexera Software LLC	SOFTWARE POLICY SCORE	86/545489	2/25/2015	4861328	11/24/2015
Flexera Software LLC	VULNERABILITY INTELLIGENCE MANAGER	86/854148	12/18/2015	5070354	10/25/2016
BDNA Corporation	BDNA	87041955	5/18/2016	N/A	N/A
BDNA Corporation	BDNA	85365952	7/7/2011	4220330	10/9/2012
BDNA Corporation	B DNA	87141853	8/17/2016	N/A	N/A
BDNA Corporation	BDNA NORMALIZE	85346939	6/15/2011	4220297	10/9/2012
BDNA Corporation	NORMALIZE	85365941	7/7/2011	4088040	1/17/2012
BDNA Corporation	TECHNOPEDIA	87141849	8/17/2016	5259267	8/8/2017
BDNA Corporation	TECHNOPEDIA	85359461	6/29/2011	4185245	8/7/2012