

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM463437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF 2ND LIEN SECURITY INTEREST RECORDED AT REEL/FRAME 5250/0471		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		02/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FLEXERA SOFTWARE LLC		
Street Address:	300 Park Boulevard, Suite 500		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
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	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86215172	FLEXNET MANAGER

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 2129693000
Email: ypan@proskauer.com
Correspondent Name: Daniel C. Pollick
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:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	02/26/2018

Total Attachments: 5
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**TERMINATION OF SECOND LIEN SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

This **TERMINATION OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this “Termination”), dated as of February 26, 2018, is made by JEFFERIES FINANCE LLC as collateral agent (in such capacity, the “Collateral Agent”), in favor of FLEXERA SOFTWARE LLC, a Delaware limited liability company (“Flexera”), PALAMIDA, INC., a Delaware corporation (“Palamida”), and BDNA CORPORATION, a Delaware corporation (“BDNA”), (collectively, the “Pledgors”). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, “Trademark Collateral” shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those United States registered trademarks and trademark applications listed on Schedule 1 attached hereto.

WHEREAS, pursuant to that (i) certain Second Lien Security Agreement, dated as of April 2, 2014 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) between the Pledgors, the other pledgors party thereto and the Collateral Agent, (ii) certain Second Lien Trademark Security Agreement, dated as of April 2, 2014, executed by Flexera in favor of the Collateral Agent, (iii) certain Second Lien Trademark Security Agreement, dated as of September 6, 2016, executed by Flexera in favor of the Collateral Agent, (iv) certain Second Lien Trademark Security Agreement, dated as of November 14, 2016, executed by Palamida in favor of the Collateral Agent, and (v) certain Second Lien Trademark Security Agreement, dated as of November 14, 2017, executed by BDNA in favor of the Collateral Agent (clauses (ii) through (v) collectively the “Trademark Security Agreement”), the Pledgors pledged and granted to the Collateral Agent a security interest in and continuing lien on all of the Pledgors’ right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the security interest in the Trademark Collateral pledged and granted by the Pledgors to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (i) on April 2, 2014, at Reel 5250, and Frame 0471, (ii) on September 6, 2016, at Reel 5871, and Frame 0322, (iii) on November 16, 2016, at Reel 5921, and Frame 0728, and (iv) on December 18, 2017, at Reel 6231, and Frame 0001; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgors secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Pledgors’ right, title and interest in, to and under the Trademark Collateral and hereby reassigns any and all such right, title and interest (if

any) that the Collateral Agent may have in the Trademark Collateral to each Pledgor, as applicable.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION 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.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule 1**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SOFTWARE POLICY STORE	86/545489	2/25/2015	4861328	11/24/2015
CORPORATE SOFTWARE INSPECTOR	86/853958	12/18/2015	5017183	8/9/2016
PERSONAL SOFTWARE INSPECTOR	86/854136	12/18/2015	5048360	9/27/2016
VULNERABILITY INTELLIGENCE MANAGER	86/854148	12/18/2015	5070354	10/25/2016
FLEXERA	87/088570	6/29/2016	5221395	6/13/2017
FLEXERA	87/088577	6/29/2016	5207901	5/23/2017
PALAMIDA	78/832627	3/8/2006	3251119	6/12/2007
BDNA NORMALIZE	85/346939	6/15/2011	4220297	10/9/2012
TECHNOPEDIA	85/359461	6/29/2011	4185245	8/7/2012
NORMALIZE	85/365941	7/7/2011	4088040	1/17/2012
BDNA	85/365952	7/7/2011	4220330	10/9/2012
BDNA	87/041955	5/18/2016	N/A	N/A
TECHNOPEDIA	87/141849	8/17/2016	5259267	8/8/2017
BDNA	87/141853	8/17/2016	N/A	N/A
FLEXNET MANAGER	86/215172	3/7/2014	4628152	10/28/2014
INSTALLSHIELD	74/419310	8/2/1993	1844225	7/12/1994
INSTALLSHIELD	75/087653	4/15/1996	2085577	8/5/1997
FLEXLM	76/119,600	8/29/2000	2573067	5/28/2002
ADMINSTUDIO	76/267258	6/5/2001	2568465	5/7/2002
INSTALLED PROFESSIONAL	76/420521	6/13/2002	2958972	6/7/2005
FLEXNET	76/504594	4/7/2003	2987797	8/23/2005
SOFTSUMMIT	76/532080	7/14/2003	2896261	10/19/2004
INSTALLANYWH ERE	77/231682	7/17/2007	3487334	8/19/2008
FLEXNET MANAGER	77/250,041	8/8/2007	3491496	8/26/2008
FLEXNET PUBLISHER	77/250045	8/8/2007	3491497	8/26/2008
FLEXERA SOFTWARE	77/850916	10/16/2009	3953180	5/3/2011

Mark	Serial No.	Filing Date	Registration No.	Registration Date
FLEXERA SOFTWARE	77/850929	10/16/2009	3939561	4/5/2011
FLEXCONNECT	78/920314	6/29/2006	3329366	11/6/2007
ADMINSTUDIO	85/601943	4/18/2012	4491716	3/4/2014
FLEXNET EMBEDDED	85/604404	4/20/2012	4257186	12/11/2012
FLEXNET OPERATIONS	85/604409	4/20/2012	4257188	12/11/2012
FLEXNET LICENSING	85/858075	2/22/2013	4410802	10/1/2013