

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexera Software LLC		03/03/2021	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: 2			
Property Type	Number	Word Mark	
Registration Number:	5974068	FLEXERA	
Registration Number:	6048713	FLEXNET EDGE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2127013365		
Email:	ecarrera@cahill.com		
Correspondent Name:	Elaine Carrera, Senior Paralegal		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	41260.0346		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	03/03/2021		
Total Attachments: 5			
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OP \$65.00 5974068

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2021 (this “Agreement”), is made by Flexera Software LLC, a Delaware limited liability company (the “Debtor”) 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, the Debtor has been made party to that certain First 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 Debtor, the Collateral Agent and the other debtors party thereto, pursuant to which the Debtor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are 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, the 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, the 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 the 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.

[Signature Pages Follow]

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

FLEXERA SOFTWARE LLC

David Zwick

By: David Zwick (Feb 26, 2021 21:22 EST)

Name: David Zwick

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007209 FRAME: 0627

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

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

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

Owner	Mark	Appl. No.	Filing Date	Registration No.	Registration Date
Flexera Software LLC	FLEXera	88/329765	03/07/2019	5974068	01/28/2020
Flexera Software LLC	FLEXNET EDGE	88/252171	01/07/2019	6048713	05/05/2020