

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intraware, Inc.		01/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as administrative agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3033640	I	
Registration Number:	3033641	I	
Registration Number:	2413746	INTRAWARE	
Registration Number:	2252376	SUBSCRIBENET	
Serial Number:	77195633	ZATHLETE	
Serial Number:	77195591	Z SELF	
Serial Number:	77195678	ZAUDITION	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		

CH \$190.00 3033640

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1681584

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 01/20/2009

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 7th day of January, 2009, INTRAWARE, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 25 Orinda Way Suite 101, Orinda, California 94563, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of April 1, 2008, by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INTRAWARE, INC.

By: Joseph W. Freda
Name: Joseph W. Freda
Title: Vice President

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent .

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INTRAWARE, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By Gregory F. Tomczyk
Name: Gregory F. Tomczyk
Its: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	STATUS	APP. NO.	FILING DATE	REG. NUMBER	REG. DATE	JURISDICTION
DESIGN (CIRCLED I)	Registered	76/601,048	7/6/2004	3,033,640	12/27/2005	USA
DESIGN (CIRCLED I)	Registered	76/601,049	7/6/2004	3,033,641	12/27/2005	USA
INTRAWARE	Reg 8/15	75/748,887	7/13/1999	2,413,746	12/19/2000	USA
SUBSCRIBENET	Reg 8/15	75/247,313	2/2/1997	2,252,376	6/15/1999	USA
ZATHLETE	Pending	77/195,633	6/1/2007			USA
ZSELF	Pending	77/195,591	6/1/2007			USA
ZAUDITION	Pending	77/195,678	6/1/2007			USA