

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Intraware, Inc.	01/20/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent
<b>Street Address:</b>	One Churchill Place
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	E14 5HP
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10693085
Application Number:	10835688
Application Number:	11608201
Application Number:	11156192
Application Number:	11158972
Application Number:	11067035
Application Number:	12713958
Application Number:	12121704
Application Number:	11409497
Application Number:	08680914
Application Number:	09018025
Application Number:	08938918
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)751-4864
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

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**501413619**

**PATENT**  
**REEL: 025675 FRAME: 0817**

Phone: 212-906-1200  
Email: angela.amaru@lw.com  
Correspondent Name: Angela M. Amaru c/o Latham & Watkins  
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ATTORNEY DOCKET NUMBER:

039269-0194

NAME OF SUBMITTER:

Angela M. Amaru

Total Attachments: 7

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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of January 20, 2011 (this "**Agreement**"), is made by **INTRAWARE, INC.**, a Delaware corporation, ("**Debtor**"), in favor of **BARCLAYS BANK PLC**, as administrative agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, Debtor is party to a Security Agreement dated as of January 20, 2011 (as the same may be amended, modified, supplemented or restated from time to time, the "**Security Agreement**") between Debtor and the other debtors party thereto and the Administrative Agent, pursuant to which Debtor granted a security interest to the Administrative Agent in the Patent 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 Administrative Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Patent Collateral**

As collateral security for the Secured Obligations, Debtor hereby grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set off against, and acknowledges and agrees that the Administrative Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set off against, all of such Debtor's right, title, and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following (collectively, the "**Patent Collateral**"):

(i) patents, including all registrations and applications for patents, including without limitation the registrations and applications listed in Schedule A attached hereto, and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof; and

(ii) the right to sue or otherwise recover for any past, present and future infringement or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Creditors pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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 4. 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, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

#### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

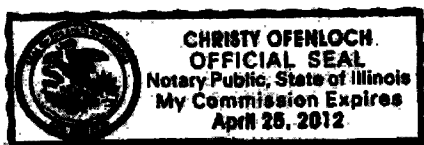
IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed as of the date and year first above written.

INTRAWARE, INC.

By: Joseph W. Freda  
Name: Joseph Freda  
Title: Vice President, Secretary and Treasurer

STATE OF ILLINOIS       )  
                                  )  
COUNTY OF COOK       )       ss.

On this \_\_\_ day of January, 2011 before me personally appeared Joseph Freda, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INTRAWARE, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Christy Ofenloch  
Notary Public  
My Commission Expires:

April 25, 2012

PATENT SECURITY AGREEMENT

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Accepted and agreed, as of the day and year first above written.

**BARCLAYS BANK PLC,**  
as Administrative Agent

By: 

Name:

**Ritam Bhalla**

Title:

**Vice President**

PATENT SECURITY AGREEMENT

**PATENT**  
**REEL: 025675 FRAME: 0822**

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

Status	Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Granted	Intraware, Inc.	USA	DIGITAL OBJECT DELIVERY AND MANAGEMENT SYSTEM WITH DYNAMICALLY CREATED TEMPORARY FTP ACCESS CODES	10693085	10/24/2003	7464143	12/9/2008	20040088680
Filed	Intraware, Inc.	USA	SYSTEM AND METHOD FOR BULK TRANSFER OF DIGITAL GOODS	10835688	4/29/2004			20050033774
Filed	Intraware, Inc.	USA	METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS	11608201	12/7/2006			20070220051
Granted	Intraware, Inc.	USA	SYSTEM AND METHOD FOR ELECTRONIC SOFTWARE DELIVERY AND MANAGEMENT THROUGH CHANNEL PARTNERS	11156192	6/16/2005	7756718	7/13/2010	20060287904

NY11715862.2  
K&E 18140862.1  
NY11717293.2

Status	Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Filed	Intraware, Inc.	USA	METHOD AND APPARATUS FOR PROVIDING LIMITED ACCESS TO DATA OBJECTS OR FILES WITHIN AN ELECTRONIC SOFTWARE DELIVERY AND MANAGEMENT SYSTEM	11158972	6/20/2005			20060287957
Filed	Intraware, Inc.	USA	METHOD AND SYSTEM FOR SUBSCRIPTION-BASED, ENTITLEMENT-DRIVEN LICENSE KEY GENERATION AND DISTRIBUTION FOR DIGITAL GOODS	11067035	2/24/2005	7831515	11/9/2010	20050131833
Filed	Intraware, Inc.	USA	METHOD AND APPARATUS FOR RESTRICTING ACCESS TO AN ELECTRONIC PRODUCT RELEASE WITHIN AN ELECTRONIC SOFTWARE DELIVERY SYSTEM	12713958	2/26/2010			20100217716
Filed	Intraware, Inc.	USA	AUTOMATED ENTITLEMENT MANAGEMENT METHOD AND APPARATUS FOR CAPTURING MAINTENANCE RENEWALS REVENUES	12121704	5/15/2008			20080215492

NY11717293.2



Status	Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Filed	Intraware, Inc.	USA	DIGITAL GOODS EXPORT CONTROL	11409497	4/20/2006			20070260550
Granted	Intraware, Inc.	USA	SYSTEM AND METHOD FOR VENDING RETAIL SOFTWARE AND OTHER SETS OF INFORMATION TO END USERS	08680914	7/12/1996	6092105	7/18/2000	
Granted	Intraware, Inc.	USA	METHOD AND APPARATUS FOR OPTIMIZING ORDERS FOR GOODS OR SERVICES TO INCREASE A DISCOUNT	09018025	2/2/1998	6078897	6/20/2000	
Granted	Intraware, Inc.	USA	METHOD AND SYSTEM FOR RANKING MULTIPLE PRODUCTS ACCORDING TO USER'S PREFERENCES	08938918	9/26/1997	6236990	5/22/2001	