

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Flexera Software, Inc.	01/20/2011
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
PROPERTY NUMBERS Total: 23	
Property Type	Number
Application Number:	08508829
Application Number:	07118909
Application Number:	08089834
Application Number:	09328737
Application Number:	09521709
Application Number:	09558086
Application Number:	11156093
Application Number:	11195314
Application Number:	11382899
Application Number:	11427539
Application Number:	11531962
Application Number:	11188818
Application Number:	11121506
Application Number:	11118946
Application Number:	11598318

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REEL: 025675 FRAME: 0840

CH \$920.00 08508829

Application Number:	11699678
Application Number:	11699679
Application Number:	10736038
Application Number:	10367205
Application Number:	12269842
Application Number:	12468513
Application Number:	12564820
Application Number:	12823904

CORRESPONDENCE DATA

Fax Number: (212)751-4864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: angela.amaru@lw.com

Correspondent Name: Angela M. Amaru c/o Latham & Watkins

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Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0194
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NAME OF SUBMITTER:	Angela M. Amaru
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of January 20, 2011 (this "**Agreement**"), is made by **FLEXERA SOFTWARE, 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]

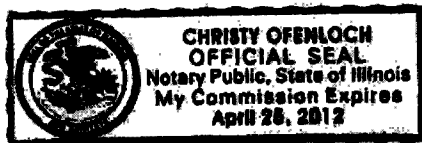
IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed as of the date and year first above written.

FLEXERA SOFTWARE, INC.

By: Joseph Freda
Name: Joseph Freda
Title: Chief Financial Officer, Treasurer and Secretary

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 FLEXERA SOFTWARE, 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 Offenloch
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

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SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Status	Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Granted	Flexera Software, Inc.	USA	LICENSE MANAGEMENT SYSTEM FOR SOFTWARE APPLICATIONS	08508829	7/28/1995	5671412	9/23/1997	
Granted	Flexera Software, Inc.	USA	SYSTEM FOR CONTROLLING THE NUMBER OF CONCURRENT COPIES OF A PROGRAM IN A NETWORK BASED ON THE NUMBER OF AVAILABLE	07118909	11/10/1987	5390297	2/14/1995	
Granted	Flexera Software, Inc.	USA	LICENSE METERING SYSTEM FOR SOFTWARE APPLICATIONS	08089834	7/12/1993	5386369	2/14/1995	
Granted	Flexera Software, Inc.	USA	METHODS AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE	09328737	6/9/1999	6966002	11/15/2005	
Granted	Flexera Software, Inc.	USA	METHOD AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE	09521709	3/9/2000	7360252	4/15/2008	

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Status	Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Granted	Flexera Software, Inc.	USA	METHODS FOR PRODUCING HIGHLY COMPRESSED SOFTWARE PRODUCTS	09558086	4/25/2000	6883546	1/27/2004	
Filed	Flexera Software, Inc.	USA	SECURE STORAGE MANAGEMENT SYSTEM AND METHOD	11156093	6/17/2005			20060288181
Filed	Flexera Software, Inc.	USA	METHOD AND SYSTEM FOR HIERARCHICAL LICENSE SERVERS	11195314	8/02/2005			20070033395
Filed	Flexera Software, Inc.	USA	METHOD AND SYSTEM FOR INTEGRATING SOFTWARE UPDATE SERVICES WITH SOFTWARE APPLICATIONS	11382899	5/11/2006			20080005732
Issue Notification	Flexera Software, Inc.	USA	ENFORCED SEAT-BASED LICENSING	11427539	6/29/2006	7849017	Scheduled to be Issued on 12/7/2010	20080005032
Filed	Flexera Software, Inc.	USA	METHOD AND SYSTEM FOR CREATING LICENSE MANAGEMENT IN SOFTWARE APPLICATIONS	11531962	9/14/2006			20080071689
Filed	Flexera Software, Inc.	USA	FUNCTION BINDING METHOD AND SYSTEM	11188818	7/25/2005			20070022417

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Status	Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Filed	Flexera Software, Inc.	USA	SYSTEM AND METHOD FOR CONTROLLING OPERATION OF A COMPONENT ON A COMPUTER SYSTEM	11121506	5/3/2005			20060253554
Filed	Flexera Software, Inc.	USA	DISTRIBUTED LICENSE MANAGEMENT	11118946	4/28/2005			20060248017
Filed	Flexera Software, Inc.	USA	COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION	11598318	11/13/2006			20070256064
Filed	Flexera Software, Inc.	USA	COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION	11699678	1/29/2007			20070256138
Filed	Flexera Software, Inc.	USA	COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT INFORMATION TO A SOFTWARE APPLICATION	11699679	1/29/2007			20080086777

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Status	Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Filed	Flexera Software, Inc.	USA	SYSTEM FOR CONTROLLING THE USE OF A SOFTWARE APPLICATION ON A PLURALITY OF COMPUTERS	10736038	12/15/2003			20050132347
Filed	Flexera Software, Inc.	USA	SOFTWARE LICENSE MANAGEMENT SYSTEM CONFIGURABLE FOR POST-USE PAYMENT BUSINESS MODELS	10367205	2/14/2003			20040167859
Filed	Flexera Software, Inc.	USA	METHOD AND SYSTEM FOR EMBEDDED REGENERATIVE LICENSING	12269842	11/12/2008			20100121990
Filed	Flexera Software, Inc.	USA	System and Method for Automated clock wind back recovery	12468513	11/19/2009			20100299723
Filed	Flexera Software, Inc.	USA	System and method for capacity licensing	12564820	9/22/2009			
Filed	Flexera Software, Inc.	USA	Method and system for software licensing under machine virtualization	12823904	6/25/2010			

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