

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Collateral

CONVEYING PARTY DATA

Name	Execution Date
Barclays Bank PLC, as Administrative Agent	09/30/2011

RECEIVING PARTY DATA

Name:	Intraware, Inc.
Street Address:	1000 East Woodfield Road
Internal Address:	Suite 400
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7464143
Patent Number:	7756718
Patent Number:	7831515
Patent Number:	6092105
Patent Number:	6078897
Patent Number:	6236990
Application Number:	10835688
Application Number:	11608201
Application Number:	11158972
Application Number:	12713958
Application Number:	12121704
Application Number:	11409497

CORRESPONDENCE DATA

OP \$480.00 7464143

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Angela M. Amaru c/o Latham & Watkins
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ATTORNEY DOCKET NUMBER:	039269-0194
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NAME OF SUBMITTER:	Angela M. Amaru
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Total Attachments: 5

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN PATENT COLLATERAL**

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL (this "Termination and Release"), dated as of September 30, 2011, from Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement referred to below), to Intraware, Inc., a Delaware corporation (the "Debtor"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, Intraware, Inc., the Debtor, the other Debtors (as defined in the Credit Agreement), and Barclays Bank PLC, as Administrative Agent, entered into that certain Credit Agreement, dated as of January 20, 2011 (as amended, supplemented or modified from time to time, including amendments and restatements thereof in its entirety, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Debtor executed and delivered that certain Security Agreement, dated as of January 20, 2011, in favor of the Administrative Agent (as amended, modified, supplemented or restated from time to time, the "Security Agreement"), pursuant to which the Debtor executed and delivered that certain Patent Security Agreement, dated as of January 20, 2011 (the "Patent Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, the Debtor granted 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 acknowledged and agreed that the Administrative Agent had and should 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 the Debtor's right, title, and interest, whether then owned or existing or thereafter created, acquired or arising, in and to the Patent Collateral (as defined below) (the "Security Interest");

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 025675, Frame 0817 on January 21, 2011; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

SECTION 1. Patent Collateral. The term "Patent Collateral," as used herein, shall mean all (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 2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral and any right, title or interest of the Administrative Agent in or to such Patent Collateral shall hereby cease and become void.

SECTION 3. Further Assurances. The Administrative Agent shall execute and deliver to the Debtor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

SECTION 4. Recordation. The Administrative Agent authorizes the recordation of this Termination and Release with the United States Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the termination and release of the Administrative Agent's Security Interest in the Patent Collateral by the Debtor or any Person authorized or designated by the Debtor, upon reasonable notice to the Administrative Agent, and any such recordation or filing shall be deemed to have been authorized by the Administrative Agent.

SECTION 5. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Barclays Bank PLC
as Administrative Agent

By: 

Name: **Ritam Bhalla**
Vice President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Status	Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Publication No.
Granted	USA	DIGITAL OBJECT DELIVERY AND MANAGEMENT SYSTEM WITH DYNAMICALLY CREATED TEMPORARY FTP ACCESS CODES	10693085	10/24/2003	7464143	12/9/2008	20040088680
Filed	USA	SYSTEM AND METHOD FOR BULK TRANSFER OF DIGITAL GOODS	10835688	4/29/2004			20050033774
Filed	USA	METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS	11608201	12/7/2006			20070220051
Granted	USA	SYSTEM AND METHOD FOR ELECTRONIC SOFTWARE DELIVERY AND MANAGEMENT THROUGH CHANNEL PARTNERS	11156192	6/16/2005	7756718	7/13/2010	20060287904
Filed	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	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	USA	METHOD AND APPARATUS FOR RESTRICTING ACCESS TO AN ELECTRONIC PRODUCT RELEASE	12713958	2/26/2010			20100217716

Status	Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Publication No.
		WITHIN AN ELECTRONIC SOFTWARE DELIVERY SYSTEM					
Filed	USA	AUTOMATED ENTITLEMENT MANAGEMENT METHOD AND APPARATUS FOR CAPTURING MAINTENANCE RENEWALS REVENUES	12121704	5/15/2008			20080215492
Filed	USA	DIGITAL GOODS EXPORT CONTROL	11409497	4/20/2006			20070260550
Granted	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	USA	METHOD AND APPARATUS FOR OPTIMIZING ORDERS FOR GOODS OR SERVICES TO INCREASE A DISCOUNT	09018025	2/2/1998	6078897	6/20/2000	
Granted	USA	METHOD AND SYSTEM FOR RANKING MULTIPLE PRODUCTS ACCORDING TO USER'S PREFERENCES	08938918	9/26/1997	6236990	5/22/2001	