

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN PATENT SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| FLEXERA SOFTWARE LLC | 09/30/2011 |
| RECEIVING PARTY DATA | |
| Name: | BANK OF MONTREAL, AS COLLATERAL AGENT |
| Street Address: | 115 SOUTH LASALLE STREET |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| PROPERTY NUMBERS Total: 31 | |
| Property Type | Number |
| Patent Number: | 5671412 |
| Patent Number: | 5390297 |
| Patent Number: | 5386369 |
| Patent Number: | 6966002 |
| Patent Number: | 7360252 |
| Patent Number: | 6683546 |
| Patent Number: | 7849017 |
| Patent Number: | D395651 |
| Patent Number: | 6697837 |
| Patent Number: | 7774771 |
| Application Number: | 11156093 |
| Application Number: | 11195314 |
| Application Number: | 11382899 |
| Application Number: | 11531962 |
| Application Number: | 11188818 |

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OP \$1240.00 5671412

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| Application Number: | 11121506 |
| Application Number: | 11118946 |
| Application Number: | 11598318 |
| Application Number: | 11699678 |
| Application Number: | 11699679 |
| Application Number: | 10736038 |
| Application Number: | 10367205 |
| Application Number: | 12269842 |
| Application Number: | 12468513 |
| Application Number: | 12564820 |
| Application Number: | 12823904 |
| Application Number: | 12972199 |
| Application Number: | 11169543 |
| Application Number: | 11848678 |
| Application Number: | 12438907 |
| Application Number: | 12021829 |

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

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

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

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| ATTORNEY DOCKET NUMBER: | 049686-0000 |
|-------------------------|-------------|

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| NAME OF SUBMITTER: | KRISTIN J AZCONA |
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Total Attachments: 12

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FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of September 30, 2011 (this "**Agreement**"), is made by **FLEXERA SOFTWARE LLC**, a Delaware limited liability company, **INTRAWARE, INC.**, a Delaware corporation, and **MANAGESOFT HOLDINGS, INC.**, a Delaware corporation, each with its principal place of business and mailing address at 1000 E. Woodfield Road, Suite 400, Schaumburg, Illinois 60173 (each, a "**Debtor**"), in favor of **BANK OF MONTREAL**, as collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, each Debtor is party to a First Lien Security Agreement dated as of September 30, 2011 (as the same may be amended, amended and restated, modified, supplemented or restated from time to time, the "**Security Agreement**") between each Debtor and the other debtors party thereto and the Administrative Agent, pursuant to which each 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, each Debtor hereby grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in 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 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 each 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 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, 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 6. 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 LLC

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

Signature Page to First Lien Patent Security Agreement

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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 Freda
Name: Joseph Freda
Title: Vice President, Treasurer and Secretary

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

MANAGESOFT HOLDINGS, INC.

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

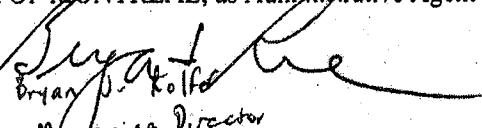
Signature Page to First Lien Patent Security Agreement

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

BANK OF MONTREAL, as Administrative Agent

By:

Name:  Bryan P. Kolko

Title:

Managing Director

Signature Page to First Lien Patent Security Agreement

SCHEDULE A
to
FIRST LIEN PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

| Country | Title | Application # | Filing Date | Patent# | Grant Date | Publication# |
|----------------|--|----------------------|--------------------|----------------|-------------------|---------------------|
| USA | LICENSE MANAGEMENT SYSTEM FOR SOFTWARE APPLICATIONS | 08508829 | 7/28/1995 | 5671412 | 9/23/1997 | |
| USA | SYSTEM FOR CONTROLLING THE NUMBER OF CONCURRENT COPIES OF A PROGRAM IN A NETWORK BASED ON THE NUMBER OF AVAILABLE LICENSES | 07118909 | 11/10/1987 | 5390297 | 2/14/1995 | |
| USA | LICENSE METERING SYSTEM FOR SOFTWARE APPLICATIONS | 08089834 | 7/12/1993 | 5386369 | 1/31/95 | |
| Rep. of Korea | SOFTWARE LICENSE MANAGEMENT SYSTEM CONFIGURABLE FOR POST-USE PAYMENT BUSINESS MODELS | 1020057014975.0 | 8/12/05 | 100740446.0 | 7/19/07 | 1020060079139.0 |
| USA | METHODS AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE | 09328737 | 6/9/1999 | 6966002 | 11/15/2005 | |
| USA | METHOD AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE | 09521709 | 3/9/2000 | 7360252 | 4/15/2008 | |
| USA | METHODS FOR PRODUCING HIGHLY COMPRESSED SOFTWARE PRODUCTS | 09558086 | 4/25/2000 | 6683546 | 1/27/2004 | |
| ISRAEL | METHOD AND APPARATUS FOR SECURE DISTRIBUTION OF | 145937 | 4/26/2000 | 145937 | 10/6/2006 | WO00/67095 |

| Country | Title | Application # | Filing Date | Patent# | Grant Date | Publication# |
|---------|--|---------------|-------------|---------|------------|--------------|
| | SOFTWARE | | | | | |
| USA | SECURE STORAGE MANAGEMENT SYSTEM AND METHOD | 11156093 | 6/17/2005 | | | 20060288181 |
| USA | METHOD AND SYSTEM FOR HIERARCHICAL LICENSE SERVERS | 11195314 | 8/02/2005 | | | 20070033395 |
| USA | METHOD AND SYSTEM FOR INTEGRATING SOFTWARE UPDATE SERVICES WITH SOFTWARE APPLICATIONS | 11382899 | 5/11/2006 | | | 20080005732 |
| USA | ENFORCED SEAT-BASED LICENSING | 11427539 | 6/29/2006 | 7849017 | 12/7/2010 | 20080005032 |
| USA | METHOD AND SYSTEM FOR CREATING LICENSE MANAGEMENT IN SOFTWARE APPLICATIONS | 11531962 | 9/14/2006 | | | 20080071689 |
| USA | FUNCTION BINDING METHOD AND SYSTEM | 11188818 | 7/25/2005 | | | 20070022417 |
| USA | SYSTEM AND METHOD FOR CONTROLLING OPERATION OF A COMPONENT ON A COMPUTER SYSTEM | 11121506 | 5/3/2005 | | | 20060253554 |
| USA | DISTRIBUTED LICENSE MANAGEMENT | 11118946 | 4/28/2005 | | | 20060248017 |
| USA | COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION | 11598318 | 11/13/2006 | | | 20070256064 |
| USA | COMPUTER-IMPLEMENTED METHOD AND | 11699678 | 1/29/2007 | | | 20070256138 |

| Country | Title | Application # | Filing Date | Patent# | Grant Date | Publication# |
|---------|--|---------------|-------------|---------|------------|--------------|
| | SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION | | | | | |
| USA | COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT INFORMATION TO A SOFTWARE APPLICATION | 11699679 | 1/29/2007 | | | 20080086777 |
| USA | SYSTEM FOR CONTROLLING THE USE OF A SOFTWARE APPLICATION ON A PLURALITY OF COMPUTERS | 10736038 | 12/15/2003 | | | 20050132347 |
| USA | SOFTWARE LICENSE MANAGEMENT SYSTEM CONFIGURABLE FOR POST-USE PAYMENT BUSINESS MODELS | 10367205 | 2/14/2003 | | | 20040167859 |
| USA | METHOD AND SYSTEM FOR EMBEDDED REGENERATIVE LICENSING | 12269842 | 11/12/2008 | | | 20100121990 |
| USA | System and Method for Automated clock wind back recovery | 12468513 | 5/19/09 | | | 20100299723 |
| USA | System and method for capacity licensing | 12564820 | 9/22/2009 | | | |
| USA | Method and system for software licensing under machine virtualization | 12823904 | 6/25/2010 | | | |
| USA | Method and System for License Server Synchronization | 12972199 | 12/17/2010 | | | |
| USA | PORTION OF A DISPLAY SCREEN WITH ICON | 29051435 | 3/11/1996 | D395651 | 6/30/1998 | |
| USA | END USER PROFILING METHOD | 09444242 | 11/19/1999 | 6697837 | 2/24/2004 | |

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|-----|---|----------|-----------|---------|-----------|-------------|
| USA | METHOD AND SYSTEM FOR PRE-DEPLOYMENT CONFLICT CHECKING | 11169543 | 6/29/2005 | | | 20070006217 |
| USA | METHOD AND SYSTEM FOR MANAGING AND ORGANIZING SOFTWARE PACKAGE INSTALLATIONS | 11235970 | 9/26/2005 | 7774771 | 8/10/2010 | 20070074205 |
| USA | COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR PROTECTING A SOFTWARE INSTALLATION AFTER CERTIFICATION | 11848678 | 8/31/2007 | | | 20090060174 |
| USA | METHOD AND SYSTEM FOR SOFTWARE VIRTUALIZATION DIRECTLY FROM AN INSTALLATION PACKAGE | 12438907 | 2/10/2010 | | | 20100138823 |
| USA | METHOD AND SYSTEM FOR ASSESSING DEPLOYMENT AND UN-DEPLOYMENT OF SOFTWARE INSTALLATIONS | 12021829 | 1/29/2008 | | | 20090193411 |

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| USA | DIGITAL OBJECT DELIVERY AND MANAGEMENT SYSTEM WITH DYNAMICALLY CREATED TEMPORARY FTP ACCESS CODES | 10693085 | 10/24/2003 | 7464143 | 12/9/2008 | 20040088680 |
| USA | SYSTEM AND METHOD FOR BULK TRANSFER OF DIGITAL GOODS | 10835688 | 4/29/2004 | 7958163 | 6/7/2011 | 20050033774 |
| USA | METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS | 11608201 | 12/7/2006 | | | 20070220051 |
| USA | SYSTEM AND METHOD FOR ELECTRONIC SOFTWARE | 11156192 | 6/16/2005 | 7756718 | 7/13/2010 | 20060287904 |

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| | DELIVERY AND MANAGEMENT THROUGH CHANNEL PARTNERS | | | | | |
| 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 |
| 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 |
| USA | METHOD AND APPARATUS FOR RESTRICTING ACCESS TO AN ELECTRONIC PRODUCT RELEASE WITHIN AN ELECTRONIC SOFTWARE DELIVERY SYSTEM | 12713958 | 2/26/2010 | | | 20100217716 |
| USA | AUTOMATED ENTITLEMENT MANAGEMENT METHOD AND APPARATUS FOR CAPTURING MAINTENANCE RENEWALS REVENUES | 12121704 | 5/15/2008 | | | 20080215492 |
| USA | DIGITAL GOODS EXPORT CONTROL | 11409497 | 4/20/2006 | | | 20070260550 |
| USA | SYSTEM AND METHOD FOR VENDING RETAIL SOFTWARE AND OTHER SETS OF INFORMATION TO END USERS | 08680914 | 7/12/1996 | 6092105 | 7/18/2000 | |

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| USA | METHOD AND APPARATUS FOR OPTIMIZING ORDERS FOR GOODS OR SERVICES TO INCREASE A DISCOUNT | 09018025 | 2/2/1998 | 6078897 | 6/20/2000 | |
| USA | METHOD AND SYSTEM FOR RANKING MULTIPLE PRODUCTS ACCORDING TO USER'S PREFERENCES | 08938918 | 9/26/1997 | 6236990 | 5/22/2001 | |