

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFTER-ACQUIRED PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLEXERA SOFTWARE, LLC	03/13/2013
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: 5	
Property Type	Number
Patent Number:	6636872
Patent Number:	6006034
Patent Number:	6360366
Application Number:	13372272
Application Number:	13552609
CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	049686-0000
NAME OF SUBMITTER:	KRISTIN J AZCONA
Total Attachments: 5	

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AFTER-ACQUIRED PATENT SECURITY AGREEMENT

This **AFTER-ACQUIRED PATENT SECURITY AGREEMENT**, dated as of March 13, 2013 (this "**Agreement**"), is made by **FLEXERA SOFTWARE LLC**, a Delaware limited liability company, with its principal place of business and mailing address at 1000 E. Woodfield Road, Suite 400, Schaumburg, Illinois 60173 ("**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, Debtor is party to a First Lien Security Agreement dated as of September 30, 2011 (the "**Original Security Agreement**") between Debtor and the other debtors party thereto and the Administrative Agent which was filed with United States Patent and Trademark Office on October 5, 2011 at Reel/Frame 027021/0054; and

WHEREAS, certain additional Patent Collateral (as defined below) has been created since the date of the Original Security Agreement which is subject to the security interest held by the Administrative Agent; and

WHEREAS, the parties have amended and restated the Original Security Agreement by an Amended and Restated Security Agreement, dated March 13, 2013, (the "**Amended and Restated Security Agreement**"), 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 Amended and Restated Security Agreement and used herein have the meaning given to them in the Amended and Restated 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 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. Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Security Agreement, the provisions of the Security Agreement shall control. For the avoidance of doubt, the terms of the Amended and Restated Security Agreement shall supersede the terms of the Original Security Agreement.

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 After-Acquired 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 W FRED A*
Title: *CFO*

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

BANK OF MONTREAL, as Administrative Agent

By:
Name:
Title:

Signature Page to After-Acquired Patent Security Agreement

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

FLEXERA SOFTWARE LLC

By:

Name:

Title:

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

BANK OF MONTREAL, as Administrative Agent

By:

Name:

Title:


Gregory F. Tomczyk
Director

Signature Page to After-Acquired Patent Security Agreement

**SCHEDULE A
to
PATENT SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Flexera Software Pty Limited	USA	DATA FILE SYNCHRONIZATION	09507792	2/22/2000	6636872	10/21/2003	
Flexera Software LLC	USA	SYSTEMS AND METHODS FOR AUTOMATIC APPLICATION VERSION UPGRADING AND MAINTENANCE	08707622	9/5/1996	6006034	12/21/1999	
Flexera Software LLC	USA	SYSTEMS AND METHODS FOR AUTOMATIC APPLICATION VERSION UPGRADING AND MAINTENANCE	09419468	10/15/1999	6360366	3/19/2002	
Flexera Software LLC	USA	METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS	13372272	2/13/2012			20120144381
Flexera Software LLC	USA	FRAMEWORK FOR PROVIDING ELECTRONIC LICENSES AND LICENSING PROGRAMS	13552609	7/18/2012			