

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED 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: 43

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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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:	29051435
Application Number:	09444242
Application Number:	11169543
Application Number:	11235970
Application Number:	11848678
Application Number:	12438907
Application Number:	12021829
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

**CORRESPONDENCE DATA**

Fax Number: 7147558290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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

049686-0000

NAME OF SUBMITTER:

KRISTIN J AZCONA

**Total Attachments: 11**

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## AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This **AMENDED AND RESTATED 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; and

**WHEREAS**, the parties have amended and restated the Original Security Agreement by the Amended and Restated Security Agreement, dated March 13, 2013, (the "**Amended and Restated Security Agreement**"), pursuant to which Debtor granted a continuing 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 Amended and Restated 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. FREDA  
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 Amended and Restated Patent Security Agreement

IN WITNESS WHEREOF, Debtor has caused this Amended and Restated 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 Amended and Restated Patent Security Agreement

**PATENT**  
**REEL: 030111 FRAME: 0368**

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

**PATENTS AND PATENT APPLICATIONS**

Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Flexera Software LLC	USA	LICENSE MANAGEMENT SYSTEM FOR SOFTWARE APPLICATIONS	08508829	7/28/1995	5671412	9/23/1997	
Flexera Software LLC	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	
Flexera Software LLC	USA	LICENSE METERING SYSTEM FOR SOFTWARE APPLICATIONS	08089834	7/12/1993	5386369	1/31/95	
Flexera Software LLC	USA	METHODS AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE	09328737	6/9/1999	6966002	11/15/2005	
Flexera Software LLC	USA	METHOD AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE	09521709	3/9/2000	7360252	4/15/2008	
Flexera Software LLC	USA	METHODS FOR PRODUCING HIGHLY COMPRESSED SOFTWARE PRODUCTS	09558086	4/25/2000	6683546	1/27/2004	
Flexera Software LLC	USA	SECURE STORAGE MANAGEMENT SYSTEM AND METHOD	11156093	6/17/2005			20060288181

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Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Flexera Software LLC	USA	METHOD AND SYSTEM FOR HIERARCHICAL LICENSE SERVERS	11195314	8/02/2005			20070033395
Flexera Software LLC	USA	METHOD AND SYSTEM FOR INTEGRATING SOFTWARE UPDATE SERVICES WITH SOFTWARE APPLICATIONS	11382899	5/11/2006			20080005732
Flexera Software LLC	USA	ENFORCED SEAT-BASED LICENSING	11427539	6/29/2006	7849017	12/7/2010	20080005032
Flexera Software LLC	USA	METHOD AND SYSTEM FOR CREATING LICENSE MANAGEMENT IN SOFTWARE APPLICATIONS	11531962	9/14/2006			20080071689
Flexera Software LLC	USA	FUNCTION BINDING METHOD AND SYSTEM	11188818	7/25/2005			20070022417
Flexera Software LLC	USA	SYSTEM AND METHOD FOR CONTROLLING OPERATION OF A COMPONENT ON A COMPUTER SYSTEM	11121506	5/3/2005			20060255554
Flexera Software LLC	USA	DISTRIBUTED LICENSE MANAGEMENT	11118946	4/28/2005			20060248017
Flexera Software LLC	USA	COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION	11598318	11/13/2006			20070256064
Flexera Software LLC	USA	COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION	11699678	1/29/2007			20070256138

Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Flexera Software LLC	USA	COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT INFORMATION TO A SOFTWARE APPLICATION	11699679	1/29/2007			20080086777
Flexera Software LLC	USA	SYSTEM FOR CONTROLLING THE USE OF A SOFTWARE APPLICATION ON A PLURALITY OF COMPUTERS	10736038	12/15/2003			20050132347
Flexera Software LLC	USA	SOFTWARE LICENSE MANAGEMENT SYSTEM CONFIGURABLE FOR POST-USE PAYMENT BUSINESS MODELS	10367205	2/14/2003			20040167859
Flexera Software LLC	USA	METHOD AND SYSTEM FOR EMBEDDED REGENERATIVE LICENSING	12269842	11/12/2008	8103804	1/24/2012	20100121990
Flexera Software LLC	USA	System and Method for Automated clock wind back recovery	12468513	5/19/09			20100299723
Flexera Software LLC	USA	System and method for capacity licensing	12564820	9/22/2009			20110072522
Flexera Software LLC	USA	Method and system for software licensing under machine virtualization	12823904	6/25/2010			20110047624
Flexera Software LLC	USA	Method and System for License Server Synchronization	12972199	12/17/2010			20120158415
Flexera Software LLC	USA	PORTION OF A DISPLAY SCREEN WITH ICON	29051435	3/11/1996	D395651	6/30/1998	

Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Flexera Software LLC	USA	END USER PROFILING METHOD	09444242	11/19/1999	6697837	2/24/2004	
Flexera Software LLC	USA	METHOD AND SYSTEM FOR PRE-DEPLOYMENT CONFLICT CHECKING	11169543	6/29/2005			20070006217
Flexera Software LLC	USA	METHOD AND SYSTEM FOR MANAGING AND ORGANIZING SOFTWARE PACKAGE INSTALLATIONS	11235970	9/26/2005	7774771	8/10/2010	20070074205
Flexera Software LLC	USA	COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR PROTECTING A SOFTWARE INSTALLATION AFTER CERTIFICATION	11848678	8/31/2007			20090060174
Flexera Software LLC	USA	METHOD AND SYSTEM FOR SOFTWARE VIRTUALIZATION DIRECTLY FROM AN INSTALLATION PACKAGE	12438907	2/10/2010			20100138823
Flexera Software LLC	USA	METHOD AND SYSTEM FOR ASSESSING DEPLOYMENT AND UN-DEPLOYMENT OF SOFTWARE INSTALLATIONS	12021829	1/29/2008			20090193411
Flexera Software LLC	USA	DIGITAL OBJECT DELIVERY AND MANAGEMENT SYSTEM WITH DYNAMICALLY CREATED TEMPORARY FTP ACCESS CODES	10693085	10/24/2003	7464143	12/9/2008	20040088680
Flexera Software LLC	USA	SYSTEM AND METHOD FOR BULK TRANSFER OF DIGITAL GOODS	10835688	4/29/2004	7958163	6/7/2011	20050033774
Intraware, Inc. (assignment to Flexera Software LLC in progress)	USA	METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS	11608201	12/7/2006	8135756	3/12/2012	20070220051

Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Flexera Software LLC	USA	SYSTEM AND METHOD FOR ELECTRONIC SOFTWARE DELIVERY AND MANAGEMENT THROUGH CHANNEL PARTNERS	11156192	6/16/2005	7756718	7/13/2010	20060287904
Flexera Software LLC	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	8271387	9/18/2012	20060287957
Flexera Software LLC	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
Flexera Software LLC	USA	METHOD AND APPARATUS FOR RESTRICTING ACCESS TO AN ELECTRONIC PRODUCT RELEASE WITHIN AN ELECTRONIC SOFTWARE DELIVERY SYSTEM	12713958	2/26/2010			20100217716
Flexera Software LLC	USA	AUTOMATED ENTITLEMENT MANAGEMENT METHOD AND APPARATUS FOR CAPTURING MAINTENANCE RENEWALS REVENUES	12121704	5/15/2008	8180681	5/15/2012	20080215492
Intraware, Inc.	USA	DIGITAL GOODS EXPORT CONTROL	11409497	4/20/2006			20070260550
Flexera Software LLC	USA	SYSTEM AND METHOD FOR VENDING RETAIL SOFTWARE AND OTHER SETS OF INFORMATION TO END USERS	08680914	7/12/1996	6092105	7/18/2000	

Owner of Record	Country	Title	Application #	Filing Date	Patent#	Grant Date	Publication#
Flexera Software LLC	USA	METHOD AND APPARATUS FOR OPTIMIZING ORDERS FOR GOODS OR SERVICES TO INCREASE A DISCOUNT	09018025	2/2/1998	6078897	6/20/2000	
Flexera Software LLC	USA	METHOD AND SYSTEM FOR RANKING MULTIPLE PRODUCTS ACCORDING TO USER'S PREFERENCES	08938918	9/26/1997	6236990	5/22/2001	
Flexera Software LLC	USA	DIGITAL OBJECT DELIVERY AND MANAGEMENT SYSTEM WITH DYNAMICALLY CREATED TEMPORARY FTP ACCESS CODES	10693085	10/24/2003	7464143	12/9/2008	20040088680
Flexera Software LLC	USA	SYSTEM AND METHOD FOR BULK TRANSFER OF DIGITAL GOODS	10835688	4/29/2004	7958163	6/7/2011	20050033774
Intraware, Inc. (assignment to Flexera Software LLC in progress)	USA	METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS	11608201	12/7/2006	8135756	3/12/2012	20070220051
Flexera Software LLC	USA	SYSTEM AND METHOD FOR ELECTRONIC SOFTWARE DELIVERY AND MANAGEMENT THROUGH CHANNEL PARTNERS	11156192	6/16/2005	7756718	7/13/2010	20060287904
Flexera Software LLC	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	8271387	9/18/2012	20060287957
Flexera Software LLC	USA	METHOD AND SYSTEM FOR SUBSCRIPTION-BASED, ENTITLEMENT-DRIVEN LICENSE KEY GENERATION AND DISTRIBUTION FOR	11067035	2/24/2005	7831515	11/9/2010	20050131833

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Flexera Software LLC	USA	DIGITAL GOODS	12713958	2/26/2010			20100217716
Flexera Software LLC	USA	METHOD AND APPARATUS FOR RESTRICTING ACCESS TO AN ELECTRONIC PRODUCT RELEASE WITHIN AN ELECTRONIC SOFTWARE DELIVERY SYSTEM	12121704	5/15/2008	8180681	5/15/2012	20080215492
Flexera Software LLC	USA	AUTOMATED ENTITLEMENT MANAGEMENT METHOD AND APPARATUS FOR CAPTURING MAINTENANCE RENEWALS REVENUES	08680914	7/12/1996	6092105	7/18/2000	
Flexera Software LLC	USA	METHOD AND APPARATUS FOR OPTIMIZING ORDERS FOR GOODS OR SERVICES TO INCREASE A DISCOUNT	09018025	2/2/1998	6078897	6/20/2000	
Flexera Software LLC	USA	METHOD AND SYSTEM FOR RANKING MULTIPLE PRODUCTS ACCORDING TO USER'S PREFERENCES	08938918	9/26/1997	6236990	5/22/2001	
Intraware, Inc.	USA	DIGITAL GOODS EXPORT CONTROL	11409497	4/20/2006			20070260550