

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2797429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
FLEXERA SOFTWARE LLC	04/02/2014

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 49

Property Type	Number
Application Number:	08508829
Application Number:	09328737
Application Number:	09521709
Application Number:	09558086
Application Number:	11156093
Application Number:	11195314
Application Number:	11427539
Application Number:	11531962
Application Number:	11188818
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

PATENT

Property Type	Number
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:	08680914
Application Number:	09018025
Application Number:	08938918
Application Number:	09507792
Application Number:	08707622
Application Number:	09419468
Application Number:	13372272
Application Number:	13552609
Application Number:	13960750
Application Number:	14161477
Application Number:	14161484
Application Number:	14161506
Application Number:	14161513
Application Number:	14162635

CORRESPONDENCE DATA

Fax Number: (212)969-2900

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

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Correspondent Name: JENIFER DEWOLF PAINE

Address Line 1: PROSKAUER ROSE LLP

Address Line 2: ELEVEN TIMES SQUARE

Address Line 4: NEW YORK, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 40767-122

PATENT

REEL: 032590 FRAME: 0806

NAME OF SUBMITTER:	JENIFER DEWOLF PAINE
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	04/02/2014
Total Attachments: 11 source=Second Lien Patent Security Agreement#page1.tif source=Second Lien Patent Security Agreement#page2.tif source=Second Lien Patent Security Agreement#page3.tif source=Second Lien Patent Security Agreement#page4.tif source=Second Lien Patent Security Agreement#page5.tif source=Second Lien Patent Security Agreement#page6.tif source=Second Lien Patent Security Agreement#page7.tif source=Second Lien Patent Security Agreement#page8.tif source=Second Lien Patent Security Agreement#page9.tif source=Second Lien Patent Security Agreement#page10.tif source=Second Lien Patent Security Agreement#page11.tif	

SECOND LIEN PATENT SECURITY AGREEMENT

This **SECOND LIEN PATENT SECURITY AGREEMENT**, dated as of April 2, 2014 (this "*Agreement*"), is made by FLEXERA SOFTWARE LLC, a Delaware limited liability company with its principal place of business and mailing address at 300 Park Boulevard, Suite 500, Itasca, Illinois 60143 ("*Debtor*"), in favor of JEFFERIES FINANCE LLC, 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 Second Lien Security Agreement dated as of April 2, 2014 (as the same may be amended, amended and restated, 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 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; Intercreditor 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and 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.

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]

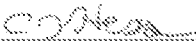
IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed as of the date and year first above written.

FLEXERA SOFTWARE LLC

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

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

JEFFERIES FINANCE LLC, as Administrative Agent

By 
Name: E.J. Hess
Title: Managing Director

SCHEDULE A
to
SECOND LIEN PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Title	Application No.	Filing Date	Patent No.	Issue Date
LICENSE MANAGEMENT SYSTEM FOR SOFTWARE APPLICATIONS	08508829	7/28/1995	5671412	9/23/1997
METHODS AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE	09328737	6/9/1999	6966002	11/15/2005
METHOD AND APPARATUS FOR SECURE DISTRIBUTION OF SOFTWARE	09521709	3/9/2000	7360252	4/15/2008
METHODS FOR PRODUCING HIGHLY COMPRESSED SOFTWARE PRODUCTS	09558086	4/25/2000	6683546	1/27/2004
SECURE STORAGE MANAGEMENT SYSTEM AND METHOD	11156093	6/17/2005	8516211	8/20/2013
METHOD AND SYSTEM FOR HIERARCHICAL LICENSE SERVERS	11195314	8/02/2005		
ENFORCED SEAT-BASED LICENSING	11427539	6/29/2006	7849017	12/7/2010
METHOD AND SYSTEM FOR CREATING LICENSE MANAGEMENT IN SOFTWARE APPLICATIONS	11531962	9/14/2006	8620817	12/31/2013

FUNCTION BINDING METHOD AND SYSTEM	11188818	7/25/2005	8516469	8/20/2013
SYSTEM AND METHOD FOR CONTROLLING OPERATION OF A COMPONENT ON A COMPUTER SYSTEM	11121506	5/3/2005		
DISTRIBUTED LICENSE MANAGEMENT	11118946	4/28/2005		
COMPUTER- IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION	11598318	11/13/2006	8516447	8/20/2013
COMPUTER- IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT EXECUTABLE CODE TO A SOFTWARE APPLICATION	11699678	1/29/2007	8458673	6/4/2013
COMPUTER- IMPLEMENTED METHOD AND SYSTEM FOR BINDING DIGITAL RIGHTS MANAGEMENT INFORMATION TO A SOFTWARE APPLICATION	11699679	1/29/2007		

SYSTEM FOR CONTROLLING THE USE OF A SOFTWARE APPLICATION ON A PLURALITY OF COMPUTERS	10736038	12/15/2003		
SOFTWARE LICENSE MANAGEMENT SYSTEM CONFIGURABLE FOR POST-USE PAYMENT BUSINESS MODELS	10367205	2/14/2003		
METHOD AND SYSTEM FOR EMBEDDED REGENERATIVE LICENSING	12269842	11/12/2008	8103804	1/24/2012
System and Method for Automated clock wind back recovery	12468513	5/19/09		
System and method for capacity licensing	12564820	9/22/2009		
Method and system for software licensing under machine virtualization	12823904	6/25/2010	8646098	2/4/2014
Method and System for License Server Synchronization	12972199	12/17/2010		
END USER PROFILING METHOD	09444242	11/19/1999	6697837	2/24/2004
METHOD AND SYSTEM FOR PRE-DEPLOYMENT CONFLICT CHECKING	11169543	6/29/2005	8495619	7/23/2013

METHOD AND SYSTEM FOR MANAGING AND ORGANIZING SOFTWARE PACKAGE INSTALLATIONS	11235970	9/26/2005	7774771	8/10/2010
COMPUTER-IMPLEMENTED METHOD AND SYSTEM FOR PROTECTING A SOFTWARE INSTALLATION AFTER CERTIFICATION	11848678	8/31/2007		
METHOD AND SYSTEM FOR SOFTWARE VIRTUALIZATION DIRECTLY FROM AN INSTALLATION PACKAGE	12438907	2/10/2010	8464245	6/11/2013
METHOD AND SYSTEM FOR ASSESSING DEPLOYMENT AND UN-DEPLOYMENT OF SOFTWARE INSTALLATIONS	12021829	1/29/2008	8418170	4/9/2013
DIGITAL OBJECT DELIVERY AND MANAGEMENT SYSTEM WITH DYNAMICALLY CREATED TEMPORARY FTP ACCESS CODES	10693085	10/24/2003	7464143	12/9/2008
SYSTEM AND METHOD FOR BULK TRANSFER OF DIGITAL GOODS	10835688	4/29/2004	7958163	6/7/2011
METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS	11608201	12/7/2006	8135756	3/12/2012

SYSTEM AND METHOD FOR ELECTRONIC SOFTWARE DELIVERY AND MANAGEMENT THROUGH CHANNEL PARTNERS	11156192	6/16/2005	7756718	7/13/2010
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
METHOD AND SYSTEM FOR SUBSCRIPTION-BASED, ENTITLEMENT-DRIVEN LICENSE KEY GENERATION AND DISTRIBUTION FOR DIGITAL GOODS	11067035	2/24/2005	7831515	11/9/2010
METHOD AND APPARATUS FOR RESTRICTING ACCESS TO AN ELECTRONIC PRODUCT RELEASE WITHIN AN ELECTRONIC SOFTWARE DELIVERY SYSTEM	12713958	2/26/2010		
AUTOMATED ENTITLEMENT MANAGEMENT METHOD AND APPARATUS FOR CAPTURING MAINTENANCE RENEWALS REVENUES	12121704	5/15/2008	8180681	5/15/2012

SYSTEM AND METHOD FOR VENDING RETAIL SOFTWARE AND OTHER SETS OF INFORMATION TO END USERS	08680914	7/12/1996	6092105	7/18/2000
METHOD AND APPARATUS FOR OPTIMIZING ORDERS FOR GOODS OR SERVICES TO INCREASE A DISCOUNT	09018025	2/2/1998	6078897	6/20/2000
METHOD AND SYSTEM FOR RANKING MULTIPLE PRODUCTS ACCORDING TO USER'S PREFERENCES	08938918	9/26/1997	6236990	5/22/2001
DATA FILE SYNCHRONIZATION	09507792	2/22/2000	6636872	10/21/2003
SYSTEMS AND METHODS FOR AUTOMATIC APPLICATION VERSION UPGRADING AND MAINTENANCE	08707622	9/5/1996	6006034	12/21/1999
SYSTEMS AND METHODS FOR AUTOMATIC APPLICATION VERSION UPGRADING AND MAINTENANCE	09419468	10/15/1999	6360366	3/19/2002
METHOD AND SYSTEM FOR MANAGING DIGITAL GOODS	13372272	2/13/2012	8499009	7/30/2013

FRAMEWORK FOR PROVIDING ELECTRONIC LICENSES AND LICENSING PROGRAMS	13552609	7/18/2012		
SECURE STORAGE MANAGEMENT SYSTEM AND METHOD	13960750	8/6/2013		
FRAMEWORK FOR PROVIDING ELECTRONIC LICENSES AND LICENSING PROGRAMS	14161477	1/22/2014		
SYSTEM AND METHOD FOR CAPACITY LICENSING	14161484	1/22/2014		
DISTRIBUTED LICENSE MANAGEMENT	14161506	1/22/2014		
LICENSE SERVER SYNCHRONIZATION	14161513	1/22/2014		
METHOD AND SYSTEM FOR SOFTWARE LICENSING UNDER MACHINE VIRTUALIZATION	14162635	1/23/2014		