PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3122284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
IDERA, INC.	11/05/2014
PRECISE SOFTWARE SOLUTIONS, INC.	11/05/2014
COPPEREGG CORPORATION	11/05/2014

RECEIVING PARTY DATA

Name:	FIFTH STREET MANAGEMENT LLC, AS AGENT
Street Address:	777 WEST PUTNAM AVENUE, 3RD FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830

PROPERTY NUMBERS Total: 30

PHOPERTY NOWIDERS TOTAL 30					
Property Type	Number				
Patent Number:	8566286				
Patent Number:	8819057				
Patent Number:	8788527				
Patent Number:	8438276				
Patent Number:	8332824				
Patent Number:	8051055				
Patent Number:	8005860				
Patent Number:	7974973				
Patent Number:	7974969				
Patent Number:	7970776				
Patent Number:	7873715				
Patent Number:	7849183				
Patent Number:	7702642				
Patent Number:	7634459				
Patent Number:	7562094				
Patent Number:	7542998				
Patent Number:	7275097				
Patent Number:	7210073				
Patent Number:	6263298				

PATENT

503075680 REEL: 034260 FRAME: 0360

Property Type	Number
Patent Number:	8447851
Patent Number:	7480931
Patent Number:	8433688
Application Number:	13863838
Patent Number:	8515927
Patent Number:	8533219
Patent Number:	RE42382
Patent Number:	D500049
Application Number:	12795135
Application Number:	13225207
Application Number:	13225243

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email:cslattery@proskauer.comCorrespondent Name:CHRISTINE SLATTERYAddress Line 1:PROSKAUER ROSE LLP

Address Line 2: ONE INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/155
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/25/2014

Total Attachments: 9

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PATENT REEL: 034260 FRAME: 0361

AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of November 5, 2014 between the undersigned (each, individually, a "**Debtor**" and collectively the "**Debtors**") and Fifth Street Management LLC, a Delaware limited liability company, as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors or assigns, the "**Agent**").

WITNESSETH

- A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of November 5, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time the "<u>Credit Agreement</u>") by and among Idera, Inc., a Texas corporation (the "<u>Borrower</u>"), TA Buckeye Intermediate Corporation, a Delaware corporation, the other Guarantors signatory thereto, the financial institutions from time to time signatory thereto (each, individually, a "<u>Lender</u>," and any and all such financial institutions collectively the "<u>Lenders</u>") and the Agent, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, as provided therein; and
- B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Agent, for the benefit of the Lenders (as amended or otherwise modified from time to time, the "Security Agreement"); and
- C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).
- NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances to the Borrower pursuant to the Credit Agreement, the Debtors agree as follows:
- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent, for the benefit of the Lenders, a security interest in, all of the following property of such Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

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- (a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether a Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.
- (b) all letters patent, patent applications and patentable inventions, including, without limitation, all United States Patents and Patent applications identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.
- (c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and
- (d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement of any patent, patent applications, or Patent licenses, including any Patents or Patent applications referred to in *Schedule 1.1* attached hereto, or for breach or enforcement of any Patent License.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest in favor of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Lenders, under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. <u>Acknowledgment</u>. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. <u>Loan Documents</u>, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

IDERA, INC.

By: ____

M. York Richards

Title:

Chief Financial Officer

PRECISE SOFTWARE SOLUTIONS, INC.

Ву: __

Name: M. Yo.
Title: Chief I

Chief Financial Officer

COPPEREGG CORPORATION

By:

Name: M. York Richards

Title: Chief Financial Officer

Signature Page to Patent Security Agreement

AGENT:

FIFTH STREET MANAGEMENT LLC, as Agent

Name: Ivelin M. Dimitrov

Title: Chief Investment Officer

Signature Page to Patent Security Agreement

PATENT REEL: 034260 FRAME: 0366

SCHEDULE 1.1

PATENT COLLATERAL

Title	App. No.	Filing Date	Reg. No.	Date Granted	Owner
System and method for high speed database backup using rapidly dynamic compression ratios controlled by a feedback loop	12/700799	2/5/10	8,566,286	10/22/13	Idera, Inc.
Dynamic storage blocks tiering	13/012555	1/24/11	8,819,057	8/26/14	Precise Software Solutions, Inc.
Object-level database performance management	13/209745	8/15/11	8,788,527	7/22/14	Precise Software Solutions, Inc.
Method of monitoring network and application performance by analyzing web client and web servers	12/958740	12/2/10	8,438,276	5/7/13	Precise Software Solutions, Inc.
Binding between net technologies and SQL server statements	11/769734	6/28/07	8,332,824	12/11/12	Precise Software Solutions, Inc.
Tracking table and index partition usage in database	12/188091	8/7/08	8,051,055	11/1/11	Precise Software Solutions Inc.
Object-level database performance management	12/475293	5/29/09	8,005,860	8/23/11	Precise Software Solutions, Inc.

PATENT REEL: 034260 FRAME: 0367

Title	App. No.	Filing Date	Reg. No.	Date Granted	Owner
Application object tuning	12/188179	8/7/08	7,974,973	7/5/11	Precise Software Solutions Inc.
Apparatus, method and computer-code for quantifying index overhead	12/188181	8/7/08	7,974,969	7/5/11	Precise Software Solutions Inc.
Apparatus, method and computer readable medium for identifying and quantifying database disk-sort operations	12/187446	8/7/08	7,970,776	6/28/11	Precise Software Solutions Inc.
Optimized instrumentation of web pages for performance management	10/740162	12/18/03	7,873,715	1/18/11	Precise Software Solutions, Inc.
Method of monitoring network and application performance by analyzing web clients and web servers	10/930481	8/31/04	7,849,183	12/7/10	Precise Software Solutions, Inc.
Method, system and computer-readable code for instrumenting code for logging database-related strings	11/295535	12/7/05	7,702,642	4/20/10	Precise Software Solutions, Inc.
Apparatus, method and computer-code for detecting changes in database-statement execution paths	11/560391	11/16/06	7,634,459	12/15/09	Precise Software Solutions, Inc.

Title	App. No.	Filing Date	Reg. No.	Date Granted	Owner
Object-level database performance management	10/750346	12/31/03	7,562,094	7/14/09	Precise Software Solutions, Inc.
Cause to effect methodology for monitoring database performance	10/736999	12/16/03	7,542,998	6/2/09	Precise Software Solutions, Inc.
System and method for analyzing input/output activity on local attached storage	10/369675	2/21/03	7,275,097	9/25/07	Precise Software Solutions, Inc.
Workflows for performance management methodology	10/749364	12/31/03	7,210,073	4/24/07	Precise Software Solutions, Inc.
Method for analyzing system performance	09/133532	8/13/98	6,263,298	7/17/01	Precise Software Solutions, Inc.
System for monitoring elastic cloud-based computing systems as a service	13/293751	11/10/11	8,447,851	5/21/13	Copperegg Corporation
System for monitoring elastic cloud-based computing systems as a service	13/863838	4/16/13	n/a	n/a	Copperegg Corporation
Volume mount authentication	10/898048	7/24/04	7,480,931	1/20/09	Idera, Inc.
Method and apparatus for performing a near- instantaneous restore of a database	12/975035	12/21/10	8,433,688	4/30/13	Idera, Inc.

Title	App. No.	Filing Date	Reg. No.	Date Granted	Owner
Determining indexes for improving database system performance	13/225230	9/2/11	8,515,927	8/20/13	Idera, Inc.
Adjusting one or more trace filters in a database system	13/225219	9/2/11	8,533,219	9/10/13	Idera, Inc.
Volume mount authentication	12/860612	8/20/10	RE42382	5/17/11	Idera, Inc.
System, method, and computer program product for creating a virtual database	12/795135	6/7/10	n/a	n/a	Idera, Inc.
Ranking analysis results based on user perceived problems in a database system	13/225207	9/2/11	n/a	n/a	Idera, Inc.
Enumerating WMI object properties through T-SQL	13/225243	9/2/11	n/a	n/a	Idera, Inc.
Computer system display including graphical user interface depicting application performance	29/198184	1/27/04	D500049	12/21/04	Precise Software Solutions, Inc.