

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4039576

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FLEXERA SOFTWARE LLC	09/06/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JEFFERIES FINANCE LLC	
<b>Street Address:</b>	520 MADISON AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10022	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	15096125	
Application Number:	15138189	
Application Number:	15161135	
Application Number:	14733871	
Application Number:	14726269	
Application Number:	14726166	
Application Number:	14597150	
Application Number:	14313902	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)969-2900	
<i>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.</i>		
<b>Phone:</b>	2129693000	
<b>Email:</b>	trademark@proskauer.com, ypan@proskauer.com	
<b>Correspondent Name:</b>	WILLIAM MAJESKI	
<b>Address Line 1:</b>	PROSKAUER ROSE LLP	
<b>Address Line 2:</b>	ELEVEN TIMES SQUARE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-8299	
<b>ATTORNEY DOCKET NUMBER:</b>	40767-122	
<b>NAME OF SUBMITTER:</b>	WILLIAM MAJESKI	

PATENT

<b>SIGNATURE:</b>	/William Majeski/
<b>DATE SIGNED:</b>	09/06/2016
<b>Total Attachments: 5</b> 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	

## SECOND LIEN PATENT SECURITY AGREEMENT

This **SECOND LIEN PATENT SECURITY AGREEMENT**, dated as of September 6, 2016 (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 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 D. Freda  
Name: Joseph Freda  
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: J Paul McDonnell

Title: Managing Director

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

Title	Application No.	Filing Date	Patent No.	Issue Date	Status
Optimized batch processing	15/096,125	11-Apr-2016	N/A	N/A	Filed
License Entitlement Assignment Ambiguity Resolution	15/138,189	25-Apr-2016	N/A	N/A	Filed
Asset Creation in the Cloud from Hardware Asset Tags using a Mobile Device	15/161,135	20-May-2016	N/A	N/A	Filed
Preventing License Exploitation Using Virtual Namespace Devices	14/733,871	08-Jun-2015	9,305,147	05-Apr-2016	Issued
Optimized batch processing	14/726,269	29-May-2015	9,311,139	12-Apr-2016	Issued
Method and apparatus for accessing sensitive information on-demand	14/726,166	29-May-2015	9,355,259	31-May-2016	Issued
Multi-Tier Digital Supply Chain Management	14/597,150	14-Jan-2015	9,361,435	07-Jun-2016	Issued
Secure IF Antecedent	14/313,902	24-Jun-2014	9,378,360	28-Jun-2016	Issued