## 504439174 06/30/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: FIRST LIEN SECURITY AGREEMENT

EPAS ID: PAT4485876

#### **CONVEYING PARTY DATA**

Name	Execution Date
IDERA, INC.	06/29/2017
EMBARCADERO TECHNOLOGIES, INC.	06/29/2017

#### **RECEIVING PARTY DATA**

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

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	7480931
Patent Number:	9600246
Patent Number:	9619253

#### **CORRESPONDENCE DATA**

**Fax Number:** (800)914-4240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: MICHAEL VIOLET

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/30/2017

#### **Total Attachments: 6**

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#### **EXECUTION VERSION**

### FIRST LIEN PATENT SECURITY AGREEMENT

This First Lien Patent Security Agreement, dated as of June 29, 2017 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Amended and Restated First Lien Credit Agreement, dated as of June 29, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Idera, Inc., a Texas corporation (the "Borrower"), TA Buckeye Intermediate Corporation, a Delaware corporation ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, each of the other Guarantors party thereto, the Lenders party thereto and the several agents party thereto, including the Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

## WITNESSETH:

WHEREAS, the Pledgors are party to that certain First Lien Security Agreement, dated as of October 9, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):
  - (a) all Patents of such Pledgor, including, without limitation, the United States patents and patent applications listed on <u>Schedule 1</u> attached hereto; and
    - (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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

PATENT REEL: 043065 FRAME: 0666 reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the aggregate Commitments and the full payment and performance of the Secured Obligations (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and the expiration or termination of all Letters of Credit (other than Letters of Credit that have been cash collateralized or backstopped in accordance with the Credit Agreement), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, each Grantor party hereto has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IDERA, INC.,

a Texas corporation

By: // / / Name: Trey Chambers

Title: Chief Financial Officer

EMBARCADERO TECHNOLOGIES, INC.,

a Delaware corporation

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement (First Lien)]

Accepted and Agreed:

JEFFERIES FINANCE LLC,

as Collateral Agent

By:

Name: J/Paul McDonnell Title: Managing Director

[Signature Page to Patent Security Agreement (First Lien)]

# SCHEDULE 1

to

# PATENT SECURITY AGREEMENT

## UNITED STATES PATENTS AND PATENT APPLICATIONS

	Assignee	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Idera, Inc.	Volume mount authentication	10898048 07/24/2004	7480931 01/20/2009
2.	Embarcadero Technologies, Inc.	Development system with improved methodology for creation and reuse of software assets	14941370 11/13/2015	9600246 03/21/2017
3.	Embarcadero Technologies,	Dynamically binding data in an	15157287	9619253
	Inc.	application	05/17/2016	04/11/2017

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**RECORDED: 06/30/2017**