

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI31798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (FIRST LIEN)
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
Snow Software, Inc.	02/15/2024
RECEIVING PARTY DATA	
Company 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: 12	
Property Type	Number
Patent Number:	7725943
Patent Number:	8661548
Patent Number:	8555238
Patent Number:	8370832
Patent Number:	8732705
Patent Number:	8161478
Patent Number:	8171301
Patent Number:	8327356
Patent Number:	8661439
Patent Number:	8549313
Patent Number:	11656906
Application Number:	17415615
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	2127013569
Email:	dka@cahill.com,ipteam@cogencyglobal.com
Correspondent Name:	Doris Ka
Address Line 1:	32 Old Slip

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Address Line 2: Cahill Gordon & Reindel LLP	
Address Line 4: New York , NEW YORK 10005	
ATTORNEY DOCKET NUMBER:	Flexera (41260.045 1L)
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/16/2024
Total Attachments: 6 source=1 Flexera - Patent Security Agreement Page- 1L#page1.tif source=1 Flexera - Patent Security Agreement Page- 1L#page2.tif source=1 Flexera - Patent Security Agreement Page- 1L#page3.tif source=1 Flexera - Patent Security Agreement Page- 1L#page4.tif source=1 Flexera - Patent Security Agreement Page- 1L#page5.tif source=1 Flexera - Patent Security Agreement Page- 1L#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 15, 2024 (this “Agreement”), is made by Snow Software, Inc., a Delaware corporation (the “Debtor”), in favor of Jefferies Finance LLC (“Jefferies”), as collateral agent for the Secured Creditors (as defined in the Security Agreement hereinafter identified and defined) (Jefferies acting as such collateral agent and any successor or successors to Jefferies in such capacity being hereinafter referred to as the “Collateral Agent”).

WHEREAS, the Debtor is party to that certain First Lien Security Agreement, dated as of February 26, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among the Debtor, the Collateral Agent and the other Debtors party thereto, pursuant to which the Debtor granted a security interest to the Collateral 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, the Debtor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement shall also apply to this Agreement *mutatis mutandis*.

Section 2. Grant of Security Interest in Patent Collateral. As collateral security for the Secured Obligations, the Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of the Debtor’s Patents, including the Patent registrations and pending applications for registration in the U.S. Patent and Trademark Office listed on Schedule A attached hereto and all proceeds of the foregoing, in each case, to the extent the foregoing items constitute Collateral (collectively, the “Patent Collateral”).

Section 3. Security Agreement. The security interest granted to the Collateral Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms 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 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.

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 any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic

transmission (including “.pdf” or “.tiff”) will be effective as delivery of a manually executed counterpart thereof.

[Signature Pages Follow]

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

SNOW SOFTWARE, INC. as a Debtor

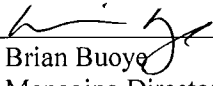
By: 
Name: David Zwick
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 066615 FRAME: 0828

Accepted and agreed to as of the date first above written:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Buoye
Title: Managing Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Status	Owner of Record	Country	Title	Filing Date	Patent #	Grant Date	Serial #
Issued	Snow Software, Inc.	United States	Embedded System Administration	21-Jul-04	7725943	25-May-10	10/895,626
Issued	Snow Software, Inc.	United States	Embedded System Administration And Method Therefor	6-Mar-10	8661548	25-Feb-14	12/718,962
Issued	Snow Software, Inc.	United States	Programming And Development Infrastructure For An Autonomic Element	17-Apr-06	8555238	8-Oct-13	11/405,260
Issued	Snow Software, Inc.	United States	Method And System For Virtual Machine Migration	15-Aug-07	8370832	5-Feb-13	11/839,481
Issued	Snow Software, Inc.	United States	Method And System For Virtual Machine Migration	2-Jan-13	8732705	20-May-14	13/732,590
Issued	Snow Software, Inc.	United States	Management Of Computer Systems By Using A Hierarchy Of Autonomic Management Elements	10-May-08	8161478	17-Apr-12	12/118,697
Issued	Snow Software, Inc.	United States	Method And System For Integrated Securing And Managing Of Virtual Machines And Virtual Appliances	7-Oct-08	8171301	1-May-12	12/247,210
Issued	Snow Software, Inc.	United States	Method And System For Supporting Wake-On-Lan In A Virtualized Environment	19-Mar-09	8327356	4-Dec-12	12/407,719

Status	Owner of Record	Country	Title	Filing Date	Patent #	Grant Date	Serial #
Issued	Snow Software, Inc.	United States	Method And System For Supporting Wake-On-Lan For Selectively Powering On A Powered Off Virtual Machine Having No Network Connectivity	3-Dec-12	8661439	25-Feb-14	13/692,818
Issued	Snow Software, Inc.	United States	Method And System For Integrated Securing And Managing Of Virtual Machines And Virtual Appliances	28-Apr-12	8549313	1-Oct-13	13/459,129
Issued	Snow Software, Inc.	United States	Method and System for Coordinated Service Placement in Multiple Clouds	23-Feb-20	11656906	23-May-23	16/798,408
Published	Snow Software, Inc.	United States	Software Recognition Using Tree-Structured Pattern Matching Rules For Software Asset Management	17-Jun-21			17/415615