

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intraware, Inc.		01/20/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	One Churchill Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5HP		
<b>Entity Type:</b>	Public Limited Liability Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3033640	I	
Registration Number:	3033641	I	
Registration Number:	2413746	INTRAWARE	
Registration Number:	2252376	SUBSCRIBENET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Angela M. Amaru c/o Latham & Watkins		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	039269-0194		
<b>DOMESTIC REPRESENTATIVE</b>			

**CH \$115.00 3033640**

**900181984**

**TRADEMARK  
 REEL: 004458 FRAME: 0533**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	01/21/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 20, 2011 (this "**Agreement**"), is made by **INTRAWARE, INC.**, a Delaware corporation, in favor of **BARCLAYS BANK PLC**, as administrative agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, Debtor is party to a Security Agreement dated as of January 20, 2011 (as the same may be amended, 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 Trademark 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 Trademark 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 right of set off against, 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, and right of set off against, 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 "**Trademark Collateral**"):

(i) trademarks, service marks, trade dress, brand names, trade names, logos, domain names and tradestyles, including all registrations and applications for any of the foregoing, including without limitation the registrations and applications listed in Schedule A attached hereto, and all of the goodwill of the business connected with or represented by the foregoing; and

(ii) the right to sue or otherwise recover for any past, present and future infringement, dilution, 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. Certain Limited Exclusions**

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

#### **SECTION 4. Security 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 Trademark 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 5. 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, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

#### **SECTION 6. 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.

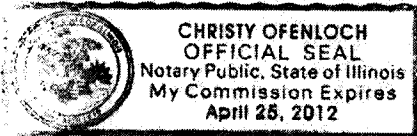
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

INTRAWARE, INC.

By: Joseph Freda  
Name: Joseph Freda  
Title: Vice President, Treasurer and Secretary

STATE OF ILLINOIS     )  
                                  )     ss.  
COUNTY OF COOK     )

On this \_\_\_ day of January, 2011 before me personally appeared Joseph Freda, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INTRAWARE, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Christy Ofenloch  
Notary Public  
My Commission Expires:

April 25, 2012

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

**BARCLAYS BANK PLC,**  
as Administrative Agent

By: \_\_\_\_\_



Name:

Title:

**Ritam Bhalla**  
**Vice President**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Country	Status	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Intraware, Inc.	United States / 35, 38, 39, 41, 42	Registered	I DESIGN	76601048	06-Jul-2004	3033640	27-Dec-2005
Intraware, Inc.	United States / 9	Registered	I DESIGN	76601049	06-Jul-2004	3033641	27-Dec-2005
Intraware, Inc.	United States	Registered	INTRAWARE	75/748887	13-Jul-1999	2413746	19-Dec-2000
Intraware, Inc.	United States / 42	Registered	SUBSCRIBENE T	75/247313	25-Feb-1997	2252376	15-Jun-1999