

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flexera Software, Inc.		01/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	Public Limited Liability Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2896261	SOFTSUMMIT
Registration Number:	3042210	FLEXENABLED
Registration Number:	3021459	FLEXENABLED
Registration Number:	2573067	FLEXLM
Registration Number:	3112363	FLEXNET
Registration Number:	3329366	FLEXNET CONNECT
Registration Number:	3491496	FLEXNET MANAGER
Registration Number:	2987797	FLEXNET
Registration Number:	3491497	FLEXNET PUBLISHER
Registration Number:	3230110	FLEXBILL
Serial Number:	77850916	FLEXERA SOFTWARE
Serial Number:	77850929	FLEXERA SOFTWARE

CORRESPONDENCE DATA

900181988

**TRADEMARK
 REEL: 004458 FRAME: 0748**

CH \$315.00 2896261

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0194
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Angela M. Amaru
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Signature:	/s/ Angela M. Amaru
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Date:	01/21/2011
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 20, 2011 (this "**Agreement**"), is made by **FLEXERA SOFTWARE, 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.

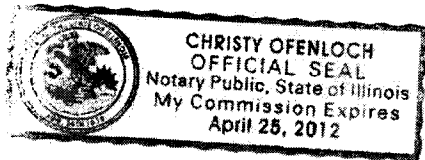
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

FLEXERA SOFTWARE, INC.

By: Joseph W. Freda
Name: Joseph Freda
Title: Chief Financial Officer, 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 FLEXERA SOFTWARE, 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

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004458 FRAME: 0753

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Country	Status	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Flexera Software, Inc.	United States / 41	Registered	SOFTSUMMIT	76532080	14-Jul-2003	2896261	19-Oct-2004
Flexera Software, Inc.	United States / 9	Registered	FLEXENABLED	76504595	07-Apr-2003	3042210	10-Jan-2006
Flexera Software, Inc.	United States / 9	Registered	FLEXENABLED (and Design)	76546221	08-Sep-2003	3021459	29-Nov-2005
Flexera Software, Inc.	United States / 9	Registered	FLEXLM	76119600	29-Aug-2000	2573067	28-May-2002
Flexera Software, Inc.	United States / 9	Registered	FLEXNET (and Design)	76545234	05-Sep-2003	3112363	04-Jul-2006
Flexera Software, Inc.	United States / 9	Registered	FLEXNET CONNECT	78920314	29-Jun-2006	3329366	06-Nov-2007
Flexera Software, Inc.	United States / 9, 35	Pending	FLEXERA SOFTWARE	77850916	16-Oct-2009		
Flexera Software, Inc.	United States / 9, 35	Pending	FLEXERA SOFTWARE (and Design)	77850929	16-Oct-2009		
Flexera Software, Inc.	United States / 9, 42	Registered	FLEXNET MANAGER	77250041	08-Aug-2007	3491496	26-Aug-2008
Flexera Software, Inc.	United States / 9	Registered	FLEXNET	76504594	07-Apr-2003	2987797	23-Aug-2005
Flexera Software, Inc.	United States / 9, 42	Registered	FLEXNET PUBLISHER	77250045	08-Aug-2007	3491497	26-Aug-2008

Owner	Country	Status	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Flexera Software, Inc. (under its former name, Acresso Software Inc.)	United States / 9, 42	Registered	FLEXBILL	76436221	31-Jul-2002	3230110	17-Apr-2007