

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564463

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		02/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Flexera Software LLC
Street Address:	300 Park Boulevard, Suite 500
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Limited Liability Company: UNITED STATES
Name:	BDNA Corporation
Street Address:	300 Park Boulevard, Suite 500
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Corporation: DELAWARE
Name:	Rightscale, Inc.
Street Address:	300 Park Boulevard, Suite 500
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2896261	SOFTSUMMIT
Registration Number:	2085577	INSTALLSHIELD
Registration Number:	2568465	ADMINSTUDIO
Registration Number:	4491716	ADMINSTUDIO
Registration Number:	2573067	FLEXLM
Registration Number:	2987797	FLEXNET
Registration Number:	3329366	FLEXNET CONNECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4257186	FLEXNET EMBEDDED
Registration Number:	4410802	FLEXNET LICENSING
Registration Number:	1844225	INSTALLSHIELD
Registration Number:	2958972	INSTALLSHIELD PROFESSIONAL
Registration Number:	3487334	INSTALLANYWHERE
Registration Number:	3953180	FLEXERA SOFTWARE
Registration Number:	3939561	FLEXERA SOFTWARE
Registration Number:	3491496	FLEXNET MANAGER
Registration Number:	4257188	FLEXNET OPERATIONS
Registration Number:	3491497	FLEXNET PUBLISHER
Registration Number:	4628152	FLEXNET MANAGER
Registration Number:	5017183	CORPORATE SOFTWARE INSPECTOR
Registration Number:	5207901	FLEXERA
Registration Number:	5221395	FLEXERA
Registration Number:	4257185	FLEXNET DELIVERY
Registration Number:	5048360	PERSONAL SOFTWARE INSPECTOR
Registration Number:	4861328	SOFTWARE POLICY SCORE
Registration Number:	5070354	VULNERABILITY INTELLIGENCE MANAGER
Registration Number:	4220330	BDNA
Registration Number:	4220297	BDNA NORMALIZE
Registration Number:	4088040	NORMALIZE
Registration Number:	5259267	TECHNOPEDIA
Registration Number:	4185245	TECHNOPEDIA
Registration Number:	5439699	RIGHTSCALE OPTIMA
Registration Number:	4220629	ZERO TO CLOUD
Registration Number:	3556346	RIGHT SCALE
Registration Number:	3556345	RIGHTSCALE
Serial Number:	87041955	BDNA
Serial Number:	87141853	BDNA

CORRESPONDENCE DATA

Fax Number:

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: 2127013365

Email: ecarrera@cahill.com

Correspondent Name: Elaine Carrera, Senior Paralegal

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

TRADEMARK

REEL: 006878 FRAME: 0139

ATTORNEY DOCKET NUMBER:	1193457 TM
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/28/2020

Total Attachments: 5

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 28, 2020 (the "Effective Date"), is made by Jefferies Finance LLC, in its capacity as Collateral Agent for the Secured Creditors (the "Agent"), in favor of Flexera Software LLC, a Delaware limited liability company, BDNA Corporation, a Delaware corporation (each, a "February 2018 Grantor" and collectively, the "February 2018 Grantors") and Rightscale, Inc., a Delaware corporation (the "December 2018 Grantor" and, together with the February 2018 Grantors, the "Grantors").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 26, 2018 (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), by and among the Agent, the Grantors and certain other parties thereto, the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, (i) the February 2018 Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of February 26, 2018 (the "February 2018 Trademark Security Agreement") and (ii) the December 2018 Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of December 4, 2018 (the "December 2018 Trademark Security Agreement" and, together with the February 2018 Trademark Security Agreement, the "Trademark Security Agreements"), each for recordal with the United States Patent and Trademark Office;

WHEREAS, the February 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 27, 2018 at Reel/Frame 6279/0321;

WHEREAS, the December 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 5, 2018 at Reel/Frame 6494/0358;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),

reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JEFFERIES FINANCE LLC, acting in its
capacity as Collateral Agent for the Secured
Creditors**

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

GRANTORS:

**FLEXERA SOFTWARE LLC
BDNA CORPORATION
RIGHTSCALE, INC.**

Schedule I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

**Release of 2nd Lien Trademark Security Agreement recorded February 27, 2018 at
Reel/Frame 6279/0321**

Owner of Record	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Flexera Software LLC	SOFTSUMMIT	76/532080	7/14/2003	2896261	10/19/2004
Flexera Software LLC	INSTALLSHIELD	75/087653	4/15/1996	2085577	8/5/1997
Flexera Software LLC	ADMINSTUDIO	76/267258	6/5/2001	2568465	5/7/2002
Flexera Software LLC	ADMINSTUDIO (expanded)	85/601943	4/18/2012	4491716	03/04/2014
Flexera Software LLC	FLEXLM	76/119600	8/29/2000	2573067	5/28/2002
Flexera Software LLC	FLEXNET	76/504594	4/7/2003	2987797	8/23/2005
Flexera Software LLC	FLEXNET CONNECT	78/920314	6/29/2006	3329366	11/6/2007
Flexera Software LLC	FLEXNET EMBEDDED	85/604404	4/20/2012	4257186	12/11/2012
Flexera Software LLC	FLEXNET LICENSING	85/858075	2/22/2013	4410802	10/1/2013
Flexera Software LLC	INSTALLSHIELD	74/419310	8/2/1993	1844225	7/12/1994
Flexera Software LLC	INSTALLSHIELD PROFESSIONAL	76/420521	6/13/2002	2958972	6/7/2005
Flexera Software LLC	INSTALLANYWHERE	77/231682	7/17/2007	3487334	8/19/2008
Flexera Software LLC	FLEXERA SOFTWARE	77/850916	10/16/2009	3953180	5/3/2011
Flexera Software LLC	FLEXERA SOFTWARE (and Design)	77/850929	10/16/2009	3939561	4/5/2011
Flexera Software LLC	FLEXNET MANAGER	77/250041	8/8/2007	3491496	8/26/2008
Flexera Software LLC	FLEXNET OPERATIONS	85/604409	4/20/2012	4257188	12/11/2012
Flexera Software LLC	FLEXNET PUBLISHER	77/250045	8/8/2007	3491497	8/26/2008
Flexera Software LLC	FLEXNET MANAGER	86/215172	3/7/2014	4628152	10/28/2014
Flexera Software LLC	CORPORATE SOFTWARE INSPECTOR	86/853958	12/18/2015	5017183	8/9/2016
Flexera Software LLC	FLEXERA	87/088577	6/29/2016	5207901	5/23/2017
Flexera Software LLC	FLEXERA and Design	87/088570	6/29/2016	5221395	6/13/2017
Flexera Software LLC	FLEXNET DELIVERY	85/604399	4/20/2012	4257185	12/11/2012
Flexera Software LLC	FLEXNET MANAGER	86/215172	3/7/2014	4628152	10/28/2014
Flexera Software LLC	PERSONAL SOFTWARE INSPECTOR	86/854136	12/18/2015	5048360	9/27/2016
Flexera Software LLC	SOFTWARE POLICY SCORE	86/545489	2/25/2015	4861328	11/24/2015
Flexera Software LLC	VULNERABILITY INTELLIGENCE MANAGER	86/854148	12/18/2015	5070354	10/25/2016
BDNA Corporation	BDNA	87041955	5/18/2016	N/A	N/A
BDNA Corporation	BDNA	85365952	7/7/2011	4220330	10/9/2012
BDNA Corporation	BIDNA	87141853	8/17/2016	N/A	N/A
BDNA Corporation	BDNA NORMALIZE	85346939	6/15/2011	4220297	10/9/2012
BDNA Corporation	NORMALIZE	85365941	7/7/2011	4088040	1/17/2012
BDNA Corporation	TECHNOPEdia	87141849	8/17/2016	5259267	8/8/2017
BDNA Corporation	TECHNOPEdia	85359461	6/29/2011	4185245	8/7/2012

**Release of 2nd Lien Trademark Security Agreement recorded December 5, 2018 at
Reel/Frame 6494/0358**

Owner	Mark	Appl. No.	Filing Date	Registration No.	Registration Date
Rightscale, Inc.	RIGHTSCALE OPTIMA	87470802	05/31/2017	5439699	04/03/2018
Rightscale, Inc.	ZERO TO CLOUD	85412962	09/01/2011	4220629	10/09/2012
Rightscale, Inc.	RIGHT SCALE	77382149	01/28/2008	3556346	01/06/2009
Rightscale, Inc.	RIGHT SCALE	77382136	01/28/2008	3556345	01/06/2009