

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629594

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BDNA Corporation		03/03/2021	Corporation: DELAWARE
Flexera Software LLC		03/03/2021	Limited Liability Company: DELAWARE
Rightscale, Inc.		03/03/2021	Corporation: DELAWARE
Revulytics, Inc.		03/03/2021	Corporation: DELAWARE
Software Compliance Group, LLC		03/03/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3953180	FLEXERA SOFTWARE
Registration Number:	3939561	FLEXERA SOFTWARE
Registration Number:	5974068	FLEXERA
Registration Number:	5221395	FLEXERA
Registration Number:	5207901	FLEXERA
Registration Number:	2573067	FLEXLM
Registration Number:	2987797	FLEXNET
Registration Number:	3329366	FLEXNET CONNECT
Registration Number:	6048713	FLEXNET EDGE
Registration Number:	4257186	FLEXNET EMBEDDED
Registration Number:	4410802	FLEXNET LICENSING
Registration Number:	3491496	FLEXNET MANAGER
Registration Number:	4257188	FLEXNET OPERATIONS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3491497	FLEXNET PUBLISHER
Registration Number:	4628152	FLEXNET MANAGER
Registration Number:	4861328	SOFTWARE POLICY SCORE
Registration Number:	5017183	CORPORATE SOFTWARE INSPECTOR
Registration Number:	5048360	PERSONAL SOFTWARE INSPECTOR
Registration Number:	2896261	SOFTSUMMIT
Registration Number:	2568465	ADMINSTUDIO
Registration Number:	4491716	ADMINSTUDIO
Registration Number:	1844225	INSTALLSHIELD
Registration Number:	2958972	INSTALLSHIELD PROFESSIONAL
Registration Number:	5408209	BDNA
Registration Number:	5408379	BDNA
Registration Number:	3487334	INSTALLANYWHERE
Registration Number:	3556345	RIGHTSCALE
Registration Number:	5070354	VULNERABILITY INTELLIGENCE MANAGER
Registration Number:	4185245	TECHNOPEDIA
Registration Number:	5259267	TECHNOPEDIA
Registration Number:	4220330	BDNA
Registration Number:	5439699	RIGHTSCALE OPTIMA
Registration Number:	2085577	INSTALLSHIELD
Registration Number:	4088040	NORMALIZE
Registration Number:	4220297	BDNA NORMALIZE
Registration Number:	3556346	RIGHT SCALE
Registration Number:	5419238	
Registration Number:	5419237	REVULYTICS
Registration Number:	5419236	REVULYTICS
Registration Number:	3431754	CODEARMOR
Registration Number:	5096251	SCG SOFTWARE COMPLIANCE GROUP
Registration Number:	5096250	SCG SOFTWARE COMPLIANCE GROUP

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: 007209 FRAME: 0631

ATTORNEY DOCKET NUMBER:	41260.0346
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/03/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2021 (this “Agreement”), is made by and among Flexera Software LLC, a Delaware limited liability company, BDNA Corporation, a Delaware corporation, Rightscale, Inc., a Delaware corporation and Revulytics, Inc., a Delaware corporation (each individually, a “Debtor” and collectively, the “Debtors”), 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 “Second Lien Collateral Agent”).

WHEREAS, the Debtors are parties to that certain Second Lien Security Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among the Debtors, the Second Lien Collateral Agent and the other Debtors party thereto, pursuant to which the Debtors granted a security interest to the Second Lien Collateral Agent in the Trademark Collateral (as defined below) and are 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 Debtors hereby agree with the Second Lien 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 Trademark Collateral. As collateral security for the Secured Obligations, the Debtors hereby grant to the Second Lien Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledge and agree that the Second Lien 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 such Debtors’ Trademarks, including the Trademark 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 “Trademark Collateral”).

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 to the Second Lien Collateral Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and the Debtors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral 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.

Section 6. 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.

Section 7. Intercreditor Agreement Governs. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE SECOND LIEN COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED CREDITORS PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

**BDNA CORPORATION
FLEXERA SOFTWARE LLC
RIGHTSCALE, INC.
REVULYTICS, INC.
SOFTWARE COMPLIANCE GROUP, LLC**

David Zwick

By: David Zwick (Feb 26, 2021 21:22 EST)

Name: David Zwick

Title: Chief Financial Officer

Signature Page to Second Lien Trademark Security Agreement

**TRADEMARK
REEL: 007209 FRAME: 0635**



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
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Appl. No.	Filing Date	Registration No.	Registration Date
Flexera Software LLC	FLEXERA SOFTWARE	77/850916	10/16/2009	3953180	05/03/2011
Flexera Software LLC		77/850929	10/16/2009	3939561	04/05/2011
Flexera Software LLC	flexera	88/329765	03/07/2019	5974068	01/28/2020
Flexera Software LLC		87/088570	06/29/2016	5221395	06/13/2017
Flexera Software LLC	FLEXERA	87/088577	06/29/2016	5207901	05/23/2017
Flexera Software LLC	FLEXLM	76/119600	08/29/2000	2573067	05/28/2002
Flexera Software LLC	FLEXNET	76/504594	04/07/2003	2987797	08/23/2005
Flexera Software LLC	FLEXNET CONNECT	78/920314	06/29/2006	3329366	11/06/2007
Flexera Software LLC	FLEXNET EDGE	88/252171	01/07/2019	6048713	05/05/2020
Flexera Software LLC	FLEXNET EMBEDDED	85/604404	04/20/2012	4257186	12/11/2012
Flexera Software LLC	FLEXNET LICENSING	85/858075	02/22/2013	4410802	10/01/2013
Flexera Software LLC	FLEXNET MANAGER	77/250041	08/08/2007	3491496	08/26/2008
Flexera Software LLC	FLEXNET OPERATIONS	85/604409	04/20/2012	4257188	12/11/2012
Flexera Software LLC	FLEXNET PUBLISHER	77/250045	08/08/2007	3491497	08/26/2008
Flexera Software LLC	FLEXNET MANAGER	86/215172	03/07/2014	4628152	10/28/2014
Flexera Software LLC	SOFTWARE POLICY SCORE	86/545489	02/25/2015	4861328	11/24/2015
Flexera Software LLC	CORPORATE SOFTWARE INSPECTOR	86/853958	12/18/2015	5017183	08/09/2016
Flexera Software LLC	PERSONAL SOFTWARE INSPECTOR	86/854136	12/18/2015	5048360	09/27/2016
Flexera Software LLC	SOFTSUMMIT	76/532080	07/14/2003	2896261	10/19/2004
Flexera Software LLC	ADMINSTUDIO	76/267258	06/05/2001	2568465	05/07/2002
Flexera Software LLC	ADMINSTUDIO	85/601943	04/18/2012	4491716	03/04/2014
Flexera Software LLC	INSTALLSHIELD	74/419310	08/02/1993	1844225	07/12/1994
Flexera Software LLC	INSTALLSHIELD PROFESSIONAL	76/420521	06/13/2002	2958972	06/07/2005
BDNA Corporation	BDNA	87/041955	05/18/2016	5408209	02/20/2018

Owner	Trademark	Appl. No.	Filing Date	Registration No.	Registration Date
BDNA Corporation		87/141853	08/17/2016	5408379	02/20/2018
Flexera Software LLC	INSTALLANYWHERE	77/231682	07/17/2007	3487334	08/19/2008
Rightscale, Inc.	RIGHTSCALE	77/382136	01/28/2008	3556345	01/06/2009
Flexera Software LLC	VULNERABILITY INTELLIGENCE MANAGER	86/854148	12/18/2015	5070354	10/25/2016
BDNA Corporation	TECHNOPEDIA	85/359461	06/29/2011	4185245	08/07/2012
BDNA Corporation	TECHNOPEDIA	87/141849	08/17/2016	5259267	08/08/2017
BDNA Corporation	BDNA	85/365952	07/07/2011	4220330	10/09/2012
Rightscale, Inc.	RIGHTSCALE OPTIMA	87/470802	05/31/2017	5439699	04/03/2018
Flexera Software LLC	INSTALLSHIELD	75/087653	04/15/1996	2085577	08/05/1997
BDNA Corporation	NORMALIZE	85/365941	07/07/2011	4088040	01/17/2012
BDNA Corporation	BDNA NORMALIZE	85/346939	06/15/2011	4220297	10/09/2012
Rightscale, Inc.		77/382149	01/28/2008	3556346	01/06/2009
Revulytics, Inc.		87/200978	10/12/2016	5419238	03/06/2018
Revulytics, Inc.		87/200977	10/12/2016	5419237	03/06/2018
Revulytics, Inc.	REVULYTICS	87/200976	10/12/2016	5419236	03/06/2018
Revulytics, Inc.	CODEARMOR	76/663030	07/14/2006	3431754	05/20/2008
Software Compliance Group, LLC		86/585664	04/02/2015	5096251	12/06/2016
Software Compliance Group, LLC	SCG SOFTWARE COMPLIANCE GROUP	86/585660	04/02/2015	5096250	12/06/2016