

08-19-2004

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

8-17-04

102817074

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
LANDESK HOLDINGS IRELAND LTD*; LANDESK SOFTWARE LTD*; LANDESK HOLDINGS INC; LANDESK SOFTWARE INC; LANDESK DEVELOPMENT INC

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other *Inc under laws of Ireland
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 1/23/04

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark No.(s)

1899636

~~2671025~~

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

08/18/2004 DBYRNE 00000013 1899636

01 FC: 0521
02 FC: 0522
Tracy Walton

40.00 OP
25.00 OP

Trisha Sedella
Signature

8/5/04
Date

Total number of pages including cover sheet, attachments, and document: 9

TRADEMARK
REEL: 003028 FRAME: 0575

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 23, 2004 by and between SILICON VALLEY BANK, whose address is 3003 Tasman Drive, Santa Clara, CA Santa Clara, CA 95054-1191 ("Bank") and LANDesk Holdings Ireland Ltd., a company incorporated under the laws of Ireland, having its registered office at Kildress House, Pembroke Row, Lower Baggott Street, Dublin 2; LANDesk Software, Ltd., a company incorporated under the laws of Ireland, having its registered office at Kildress House, Pembroke Row, Lower Baggott Street, Dublin 2; LANDesk Holdings, Inc., a Delaware corporation, whose address is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801; LANDesk Software, Inc., a Delaware corporation, whose address is 698 West 10000 South, Suite 500, South Jordan, UT 84095; and LANDesk Development, Inc., a Delaware corporation, whose address is 698 West 10000 South, Suite 500, South Jordan, UT 84095 (LANDesk Holdings Ireland Ltd., LANDesk Software, Ltd., LANDesk Holdings, Inc., LANDesk Software, Inc. and LANDesk Development, Inc., may be collectively referred to as "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated January 23, 2004 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the

simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LANDesk Software, Ltd.,
an Ireland corporation

Present when the common seal of
LANDesk Software, Ltd.
was affixed hereto in
the presence of:



Signature of Witness

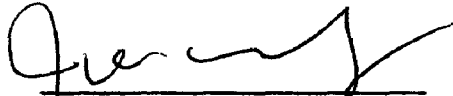
MATT DEAN


Print Name of Witness


Address of Witness:
3417 N. 500 W.

Lehi, UTAH 84043 USA

Occupation of Witness:
ATTORNEY



Director


Director/Secretary


LANDesk Holdings Ireland Ltd.,
an Ireland corporation

Present when the common seal of
LANDesk Holdings Ireland Ltd.
was affixed hereto in
the presence of:



Signature of Witness

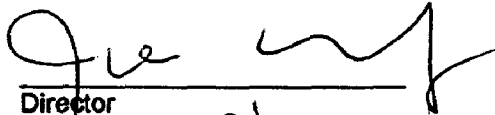
MATT DEAN


Print Name of Witness


Address of Witness:
3417 N. 500 W.

Lehi, UTAH 84043 USA

Occupation of Witness:
ATTORNEY



Director


Director/Secretary


LANDesk Holdings, Inc.,
a Delaware corporation

By: [Signature]
Title: PRESIDENT & CEO

LANDesk Software, inc.,
a Delaware corporation

By: [Signature]
Title: PRESIDENT & CEO

LANDesk Development, Inc.,
a Delaware corporation

By: [Signature]
Title: PRESIDENT & CEO

BANK:

SILICON VALLEY BANK

[Signature]
By: _____
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

LANDESK

Country	Class	Effective	Filed	App No.	Reg. Date	Reg. No.	Status
Argentina	9	3/31/1994	3/31/1993	1874476	3/31/1994	1510659	REGISTERED
Australia	9	2/3/1999	2/3/1993	595182	7/11/1994	A595182	REGISTERED
Austria	9	2/3/1994	3/19/1993	AM128993	2/3/1994	151.121	REGISTERED
Benelux	9	2/2/1993	2/2/1993	792458	9/1/1993	527515	REGISTERED
Bolivia	9	11/22/1994	2/1/1993	57607-C	11/22/1994	57607-C	REGISTERED
Brazil	9	11/22/1994	4/7/1993	817202935	11/22/1994	817202935	REGISTERED
Bulgaria	9	3/25/1993	3/25/1993	23508	9/9/1994	23327	REGISTERED
Canada	9	5/13/1994	2/2/1993	721849	5/13/1994	427313	REGISTERED
Chile	9		2/3/1993	231506	11/9/1993	416021	REGISTERED
China	9		3/26/1993	93020147	7/28/1994	699584	REGISTERED
Croatia	9	3/18/1993	12/1/1992	Z930644A	4/29/1997	Z930644	REGISTERED
Cyprus	9	2/4/2000	2/4/1993	37995	2/4/1993	37995	REGISTERED
Czech Republic	9		4/20/1993	9376399	4/6/1995	183969	REGISTERED
Denmark	9		2/2/1993	675/93	7/16/1993	5200/93	REGISTERED
Ecuador	9	5/20/1994	2/26/1993	37461	5/20/1994	1111/94	REGISTERED
Egypt	9		2/9/1993	85866	2/3/1996	85866	REGISTERED
Finland	9	2/6/1993	2/4/1993	468/93	2/6/1995	136144	REGISTERED
France	9	4/19/1993	4/19/1993	93464719	4/19/1993	93464719	REGISTERED
Germany	9	4/7/1993	4/7/1993	J29230/9Wz	10/19/1994	2081459	REGISTERED
Germany	41~42		3/20/2000	30021463.4/42	10/24/2000	30021463	REGISTERED
Greece	9		3/17/1993	113273	2/19/1996	113273	REGISTERED
Hong Kong	9	12/1/1999	2/3/1993	9301014	6/14/1995	B04848	REGISTERED
Hungary	9	3/29/1993	3/29/1993	M9301385	5/22/1996	138067	REGISTERED
India							PENDING
Ireland	9	2/1/2000	2/1/1993	154283	1/30/1995	154283	REGISTERED
Israel	9	2/21/2000	2/4/1993	86302	3/5/1995	86302	REGISTERED
Italy	9	4/6/1993	4/6/1993	93C002483	2/1/1996	668531	REGISTERED
Japan	9	4/30/1996	3/22/1993	27456/93	4/30/1996	3149981	REGISTERED
Korea (South)	39	6/28/1994	3/27/1993	939822	6/10/1994	292398	REGISTERED
Lebanon	9	4/20/1993	4/20/1993	110/55190	4/20/1993	60436	REGISTERED
Malaysia	9	2/5/1993	2/5/1993	MA/623/93	8/4/1995	93/00623	REGISTERED
Mexico	9	3/30/1993	3/30/1993	164436	7/28/1993	438365	REGISTERED
New Zealand	9	12/1/1999	3/23/1993	225834	6/13/1997	225834	REGISTERED
Norway	9	3/24/1994	2/3/1993	930514	3/24/1994	161968	REGISTERED
Pakistan	9	2/4/1993	2/4/1993	118991	8/5/1998	118991	REGISTERED
Paraguay	9	12/16/1993	2/18/1993	2122	12/16/1993	166665	REGISTERED
Peru	9	10/12/1993	2/10/1993	215892	10/12/1993	1795	REGISTERED
Poland	9	2/5/1993	2/5/1993	Z118442	11/30/1994	79532	REGISTERED
Portugal	9	5/27/1994	3/31/1993	290732	5/27/1994	290732	REGISTERED
Romania	9		3/19/1993	28690	7/1/1996	20516	REGISTERED
Singapore	9	12/1/1992	2/2/1993	S73993	12/1/1992	B739/93	REGISTERED
Slovak Republic	9	4/23/1993	4/23/1993	POZ053393	3/10/1994	172376	REGISTERED
Slovenia	9		4/19/1993	Z9370324	9/16/1997	9370324	REGISTERED
South Africa	9	2/4/1993	2/4/1993	9300809	3/1/1995	93/0809	REGISTERED