

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Micro Focus IP Ltd.		10/21/2004	Cayman limited liability exempted:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2648566	ASSETMINER
Registration Number:	2301609	ENTERPRISELINK
Registration Number:	2313228	ENTERPRISELINK
Registration Number:	1432758	FORMS-2
Serial Number:	78486904	LIFT AND SHIFT
Registration Number:	2404568	MAINFRAME EXPRESS
Registration Number:	1461698	MICRO FOCUS
Serial Number:	75404118	MICRO FOCUS
Registration Number:	2548733	NET EXPRESS
Registration Number:	2280944	NETEXPRESS
Registration Number:	1803667	REVOLVE
Registration Number:	1641077	VISUAL
Registration Number:	1432757	VS COBOL WORKBENCH

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Registration Number:	1732780	XDB
Registration Number:	2234819	SMARTTRAN
Registration Number:	1692496	COBOL WORKBENCH

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Christine Wilson
Address Line 1: 1750 K Street, NW
Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	03/16/2005

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of October, 2004, among the Grantor(s) listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Micro Focus International Limited, a company organized under the laws of the Cayman Islands ("Parent"), Micro Focus Group Holdings, an Irish unlimited company ("Micro Focus (Ireland)") each of Micro Focus (Ireland)'s Affiliates and Subsidiaries identified as borrowers on the signature pages thereof (such Affiliates and Subsidiaries, together with Micro Focus (Ireland) are referred to hereinafter a "Borrower" and individually and collectively, jointly and severally, as the "Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of October 21, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent (in the case of each Grantor incorporated in Ireland, as beneficial owner), for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, or extensions, or renewals, of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Executed as a Deed by:

MICRO FOCUS IP LTD.

By: A.C. Hill
Name: Dr. Anthony Hill
Title: Director

In the presence of:

Witness: [Signature]
Name: KRISTIN MASCANO
Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WELLS FARGO FOOTHILL, INC.,
as Agent**

By: Nicholas S. Stuart
Name: Nicholas S. Stuart
Title: VP

TRADEMARKS

COUNTRY	MARK	APP. NO	APP. DATE	REG. NO.	REG. DATE	STATUS
Argentina	MICRO FOCUS	2,078,820	4/22/1997	1,754,595	9/28/1999	Registered
Argentina	MICRO FOCUS	2,327,863	2/15/2001	1,914,378	2/19/2003	Registered
Argentina	MICRO FOCUS	2,078,822	4/22/1997	1,745,764	7/22/1999	Registered
Argentina	MICRO FOCUS	2,078,823	4/22/1997	1,677,541	8/5/1998	Registered
Australia	MICRO FOCUS	780,963	12/14/1998	780,963	12/14/1998	Registered
Austria	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Austria	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Austria	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Benelux	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Benelux	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Benelux	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Brazil	MICRO FOCUS	822,900,440	6/29/2000			Published
Brazil	MICRO FOCUS	821,101,013	9/21/1998			Published
Brazil	MICRO FOCUS	821,101,021	9/21/1998			Published
Brazil	MICRO FOCUS	821,101,030	9/21/1998			Published
Brazil	MICRO FOCUS	814,908,306	4/23/1991			Published
Brazil	MICRO FOCUS	812,528,760	4/23/1991	812,528,760	4/30/1991	Registered
Brazil	MICRO FOCUS	821,101,048	9/21/1998			Published
Brazil	MICRO FOCUS	821,101,005	9/21/1998			Published
Brazil	MICRO FOCUS	821,100,998	9/21/1998			Published
Brazil	MICRO FOCUS (and 3 Box Design)	817,701,419	2/22/1994			Pending
Brazil	MICRO FOCUS (and One Box Design)	817,690,930	1/31/1994			Published
Canada	MICRO FOCUS	877,856	5/8/1998			Published
China (People's Republic Of)	MICRO FOCUS	950,115,739	9/11/1995	987,897	4/21/1997	Registered
Colombia	MICRO FOCUS	4,040,892	5/4/2004			Pending
Colombia	MICRO FOCUS	97,021,133	2/18/2000	202,552	10/29/1997	Registered
Colombia	MICRO FOCUS	97,021,134	2/18/2000	202,553	10/29/1997	Registered
Colombia	MICRO FOCUS	97,021,135	2/18/2000	202,555	10/29/1997	Registered
European Union	LIFT AND SHIFT					Mailed
European Union	MAINFRAME EXPRESS	948,984	10/6/1998	948,984	1/11/2000	Registered
European Union	MICRO FOCUS	515,379	4/17/1997			Pending
European Union	NET EXPRESS	974,824	11/3/1998	000974824	6/20/2002	Registered
European Union	NETEXPRESS	949,016	10/6/1998	949,016	5/16/2002	Registered
Finland	MICRO FOCUS	FI T200,301,504	6/19/2003			Pending
France	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
France	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
France	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Germany	ANIMATOR	M 55,922 9wz	1/5/1985	1,084,396	11/15/1985	Registered
Germany	CIS	M 55,926 9WZ	1/5/1985	1,081,767	9/13/1985	Registered
Germany	MICRO FOCUS (Stylized)		1/5/1985	1,077,386	5/23/1985	Registered
Germany	MICROFOCUS FORMS	M 56,683 9WZ	6/4/1985	1,084,587	11/21/1985	Registered
Germany	MICROFOCUS LEVEL	M 56,684 9WZ	6/4/1985	1,084,660	11/22/1985	Registered
Germany	MICROFOCUS PROFESSIONAL	M 56,686 9WZ	6/4/1985	1,084,588	11/21/1985	Registered
Hong Kong	MICRO FOCUS	9,621/1995	8/3/1995	B6,409/1997	8/3/1995	Registered
Hong Kong	MICRO FOCUS	15,206	12/3/1996	1998/B07,365	12/3/1996	Registered
India	MICRO FOCUS	745,343				Published

COUNTRY	MARK	APP. NO	APP. DATE	REG. NO.	REG. DATE	STATUS
India	microfocus.co.in			R03,111,313,577		Pending
Indonesia	MICRO FOCUS	D95 17,158	9/20/1995	362,516	6/21/1996	Registered
Ireland	MICRO FOCUS	227,791	6/19/2003			Pending
Israel	MICRO FOCUS	111,962	4/20/1997	111,962	11/4/1998	Registered
Israel	MICRO FOCUS	111,963	4/20/1997	111,963	11/4/1998	Registered
Israel	MICRO FOCUS	111,964	4/20/1997	111,964	11/4/1998	Registered
Israel	MICRO FOCUS	111,965	4/20/1997	111,965	11/4/1998	Registered
Italy	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Italy	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Italy	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Japan	FORMS-2 (and design)	560-073/44	7/17/1985	1,984,104	9/21/1987	Registered
Japan	FORMS-2 (and design)	S60-073,143	7/17/1985	2,057,022	6/24/1988	Registered
Japan	MICRO FOCUS (and design)	S60-073,131	7/17/1985	2,578,486	9/30/1993	Registered
Japan	MICRO FOCUS (and design)	H04-282,080	9/30/1992	3,172,589	6/28/1996	Registered
Japan	MICRO FOCUS (and design)	S60-073,132	7/17/1985	2,300,128	1/31/1991	Registered
Japan	MICRO FOCUS COBOL/2	S62-131,631	11/26/1987	2,436,615	7/31/1992	Registered
Japan	OO COBOL (and design)	H05-004,652	1/22/1993	3,077,882	9/29/1995	Registered
Japan	PROFESSIONAL COBOL (and design)	S60-0073,141	7/17/1985	2,081,791	9/30/1988	Registered
Malaysia	MICRO FOCUS	95/08,776	8/24/1995			Pending
Mexico	MICRO FOCUS	282,832	12/18/1996	697,176	4/30/2001	Registered
Mexico	MICRO FOCUS	282,833	12/18/1996	612,122	5/31/1999	Registered
New Zealand	MICRO FOCUS	251,744	7/27/1995	251,744	7/27/1995	Registered
Norway	ASSETMINER	2001/11,872	10/3/2001		10/24/2002	Registered
Peru	MICRO FOCUS	37,458	4/22/1997	67,115	7/11/2000	Registered
Peru	MICRO FOCUS	37,459	4/22/1997	38,772	9/2/1997	Registered
Peru	MICRO FOCUS	37,460	4/22/1997	11,633	8/14/1997	Registered
Peru	MICRO FOCUS	37,461	4/22/1997	11,634	8/14/1997	Registered
Philippines	MICRO FOCUS	102,643	9/12/1995	4-1995-104,887	2/27/2002	Registered
Portugal	MICRO FOCUS		8/30/1996	319,030	7/8/1998	Registered
Portugal	MICRO FOCUS (Stylized)	495,537	5/27/1997	495,537	8/14/1997	Registered (Int'l Reg)
Singapore	MICRO FOCUS	7,057/95	8/1/1995	7,057/95	8/1/1995	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,886	5/18/2000	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,887	5/18/2000	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,888	5/18/2000	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,889	5/18/2000	Registered
South Korea	MICRO FOCUS	95-30,673	8/4/1995	366,281	6/24/1997	Registered
Spain	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Sweden	MICRO FOCUS (Stylized)	495,537	5/27/1997	495,537		Pending (Int'l Reg)
Switzerland	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Switzerland	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Switzerland	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Taiwan	MICRO FOCUS	84,041,900	8/18/1995	739,821	12/15/1996	Registered
Taiwan	MICRO FOCUS	87,029,212	6/17/1998	859,503	7/16/1999	Registered
Thailand	MICRO FOCUS	296,876	11/7/1995	Kor 46,423	7/2/1996	Registered
United Kingdom	CISCOBOL	1,113,218	4/25/1979	1,113,218	4/25/1979	Registered
United Kingdom	CISCOBOL	1,113,219	4/25/1979	1,113,219	4/25/1979	Registered

COUNTRY	MARK	APP. NO	APP. DATE	REG. NO.	REG. DATE	STATUS
United Kingdom	FILSHARE	B 1,144,348	11/21/1980	B 1,144,348	11/21/1980	Registered
United Kingdom	MICRO FOCUS	2,113,719	10/24/1996	2,113,719	1/9/1998	Registered
United States	ASSETMINER	76/237,046	4/4/2001	2,648,566	11/12/2002	Registered
United States	COBOL PORTAL					Proposed
United States	COBOL WORKBENCH	74/020,066	1/17/1990	1,692,496	6/9/1992	Registered
United States	ENTERPRISELINK (and Design)	75/474,788	4/27/1998	2,301,609	12/21/1999	Registered
United States	ENTERPRISELINK (and Design)	75/475,280	4/27/1998	2,313,228	2/1/2000	Registered
United States	FORMS-2	73/580,089	1/27/1986	1,432,758	3/17/1987	Registered
United States	LIFT AND SHIFT	78/486,904	9/21/2004			Pending
United States	MAINFRAME EXPRESS	75/463,063	4/6/1998	2,404,568	11/14/2000	Registered
United States	MICRO FOCUS	73/580,086	1/27/1986	1,461,698	10/20/1987	Registered
United States	MICRO FOCUS (and design)	75/404,118	12/11/1997			Opposed
United States	NET EXPRESS	75/652,089	3/2/1999	2,548,733	3/19/2002	Registered
United States	NETEXPRESS	75/468,262	4/15/1998	2,280,944	9/28/1999	Registered
United States	REVOLVE	74/288,492	6/26/1992	1,803,667	11/9/1993	Registered
United States	VISUAL	73/808,455	6/22/1989	1,641,077	4/16/1991	Registered
United States	VS COBOL WORKBENCH	73/580,085	1/27/1986	1,432,757	3/17/1987	Registered
United States	XDB	74/262,290	4/3/1992	1,732,780	11/17/1992	Registered
United States	SMARTTRAN	75/194254	11/6/1996	2,234,819	3/23/1999	Registered
WIPO	MICRO FOCUS (Stylized)	IR 495,537		IR 495,537		Registered

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