

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest (Second Lien)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Attachmate Corporation		06/30/2006	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as Second Lien Collateral Agent
<b>Street Address:</b>	Eleven Madison Avenue
<b>Internal Address:</b>	OMA-2
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Unknow:

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	1637470	ATTACHMATE
Registration Number:	2363149	E-VANTAGE
Registration Number:	2358533	E-VANTAGE
Registration Number:	1727301	EXTRA!
Registration Number:	1511624	FILEXPRESS
Registration Number:	2093373	KEA!
Registration Number:	1903432	NETWIZARD
Registration Number:	3086468	SYNAPTA
Registration Number:	2419120	SYNAPTA
Registration Number:	2838493	WININSTALL
Registration Number:	2797620	IT'S MORE THAN JUST PACKAGING!
Registration Number:	3000587	ONDEMAND SOFTWARE
Registration Number:	2729887	

CH \$740.00 1637470

Registration Number:	2698394	
Registration Number:	2681704	
Registration Number:	2722044	
Registration Number:	2703039	
Registration Number:	2698395	
Registration Number:	2640627	
Registration Number:	2722045	
Registration Number:	2045379	REFLECTION
Registration Number:	2154975	REFLECTION
Registration Number:	1475672	REFLECTION
Registration Number:	1698819	REFLECTION
Registration Number:	2643773	VERASTREAM
Registration Number:	2121836	WRQ
Registration Number:	2120055	WRQ
Registration Number:	2120053	WRQ
Registration Number:	1848129	WRQ

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: gdurham@omm.com  
 Correspondent Name: Gina M. Durham, Esq.  
 Address Line 1: 400 South Hope Street  
 Address Line 2: O'Melveny & Myers  
 Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	07/04/2006

Total Attachments: 5  
 source=2nd-T Grant Attachmate#page1.tif  
 source=2nd-T Grant Attachmate#page2.tif  
 source=2nd-T Grant Attachmate#page3.tif  
 source=2nd-T Grant Attachmate#page4.tif  
 source=2nd-T Grant Attachmate#page5.tif

## GRANT OF TRADEMARK SECURITY INTEREST

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 30, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), AMONG ATTACHMATE CORPORATION, NINTH TEE MERGER SUB, INC., NETIQ CORPORATION (COLLECTIVELY, “**BORROWERS**”), WIZARD HOLDING CORPORATION, THE SUBSIDIARIES OF BORROWERS FROM TIME TO TIME PARTY THERETO, CREDIT SUISSE, CAYMAN ISLANDS BRANCH (“**CREDIT SUISSE**”), AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN) AND CREDIT SUISSE, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECURED PARTY, FOR THE BENEFIT OF THE BENEFICIARIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECURED PARTY AND THE OTHER BENEFICIARIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

**WHEREAS, ATTACHMATE CORPORATION**, a Washington corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor, Ninth Tee Merger Sub, Inc., a Delaware corporation, NetIQ Corporation, a Delaware corporation (the “**Borrowers**”), have entered into a Second Lien Credit Agreement dated as of June 30, 2006 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Second Lien Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Second Lien Credit Agreement from time to time, the “**Lenders**”) and Credit Suisse, Cayman Islands Branch (“**CS**”), as administrative agent for Lenders (in such capacity, “**Administrative Agent**”) and as collateral agent for Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Second Lien Credit Agreement, to extend certain credit facilities to Borrowers; and

**WHEREAS**, Borrowers may from time to time enter, or may from time to time have entered, into one or more hedge agreements (collectively, the “**Secured Swap Agreements**”) with one or more Persons that are Lenders or the Collateral Agent (as defined in the Second Lien Credit Agreement) or Affiliates of Lenders or the Collateral Agent at the time such Secured Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

**WHEREAS**, pursuant to the terms of a Second Lien Security Agreement dated as of June 30, 2006 (said Second Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to

time, being the “**Second Lien Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Second Lien Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Second Lien Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

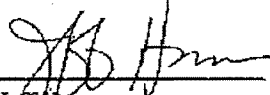
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30<sup>th</sup> day of June, 2006.

ATTACHMATE CORPORATION

By: \_\_\_\_\_

  
Name: Jeff Hawn  
Title: President

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks:**

	Mark	Registration No.	Reg. Date	Owner
1.	ATTACHMATE	1637470	3/12/91	Attachmate Corporation
2.	e-Vantage	2363149	6/27/00	Attachmate Corporation
3.	e-Vantage (stylized)	2358533	6/13/00	Attachmate Corporation
4.	EXTRA!	1727301	10/27/92	Attachmate Corporation
5.	FILEXPRESS	1511624	11/8/88	Attachmate Corporation
6.	KEA!	2093373	9/2/97	Attachmate Corporation
7.	NETWIZARD	1903432	7/4/95	Attachmate Corporation
8.	SYNAPTA	3086468	4/25/06	Attachmate Corporation
9.	SYNAPTA AND DESIGN	2419120	1/9/01	Attachmate Corporation
10.	WinInstall	2838493	5/04/04	Attachmate Corporation (formerly owned by On Demand Software) <sup>1</sup>
11.	It's More Than Just Packaging	2797620	12/23/03	Attachmate Corporation (formerly owned by On Demand Software)
12.	On Demand Software	3000587	9/27/05	Attachmate Corporation (formerly owned by On Demand Software)

	Mark	App. Number	App. Date	Reg. #	Reg. Date	Owner <sup>2</sup>
1.	MISCELLANEOUS DESIGN (black background)	76/170082	11/22/2000	2729887	6/24/2003	Attachmate Corporation
2.	MISCELLANEOUS DESIGN (black background)	76/170081	11/22/2000	2698394	3/18/2003	Attachmate Corporation
3.	MISCELLANEOUS DESIGN (black background)	76/170080	11/22/2000	2,681704	1/28/2003	Attachmate Corporation
4.	MISCELLANEOUS DESIGN (black background)	76/170079	11/22/2000	2722044	6/6/2003	Attachmate Corporation
5.	MISCELLANEOUS DESIGN (white background)	76/170187	11/22/2000	2703039	4/1/2003	Attachmate Corporation

<sup>1</sup> The merger between On Demand Software and Attachmate Corporation will close on June 30, 2006. All assignments from On Demand Software to Attachmate will be filed post-closing.

<sup>2</sup> Trademark assignments were filed from WRQ, Inc. to Attachmate Corporation for all the below trademark registrations, but may not yet be reflected in the public record.

	Mark	App. Number	App. Date	Reg. #	Reg. Date	Owner <sup>2</sup>
6.	MISCELLANEOUS DESIGN (white background)	76/170186	11/22/2000	2698395	3/18/2003	Attachmate Corporation
7.	MISCELLANEOUS DESIGN (white background)	76/170185	12/11/2000	2640627	10/22/2002	Attachmate Corporation
8.	MISCELLANEOUS DESIGN (white background)	76/170184	11/22/2000	2722045	6/3/2003	Attachmate Corporation
9.	REFLECTION	74/667759	4/28/1995	2045379	3/18/1997	Attachmate Corporation
10.	REFLECTION	75/284227	4/30/1997	2154975	5/5/1998	Attachmate Corporation
11.	REFLECTION	73/594166	4/18/1986	1475672	2/9/1988	Attachmate Corporation
12.	REFLECTION	74/118036	11/26/1990	1698819	7/7/1992	Attachmate Corporation
13.	VERASTREAM	76/044952	5/9/2000	2643773	10/29/2002	Attachmate Corporation
14.	WRQ	75/244683	2/20/1997	2121836	12/16/1997	Attachmate Corporation
15.	WRQ	75/244679	2/20/1997	2120055	12/9/1997	Attachmate Corporation
16.	WRQ	75/244409	2/20/1997	2120053	12/9/1997	Attachmate Corporation
17.	WRQ	74/342759	12/21/1992	1848129	8/2/1994	Attachmate Corporation

Schedule A-1

LA3:1119281

RECORDED: 07/04/2006

TRADEMARK  
REEL: 003341 FRAME: 0225