

10-29-09

OCT 29

10-30-2009

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

103579223

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BeyondTrust Software Inc., a Delaware corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 23, 2009

- Assignment Merger
- Security Agreement Change of Name
- Other Ack of Intel. Prop. Collateral Lien

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CapitalSource Finance LLC

Internal _____

Address: C.J. Blagg

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA Zip: 20815

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
2,139,979; 2,050,675; 2,779,365; 3,090,819 3,415,989;
3,390,279; 3,427,880; 3,435,336; 3,435,334; 3,435,338;
3,435,339; 3,499,943

B. Trademark Registration No.(s)
78/962,619;77/537,120; 77/637,244; 77/777,408

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Morgan, Lewis & Bockius LLP-

Internal Address: Kathryn Romano, Paralegal

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7302

Fax Number: 213.612.2501

Email Address: kromano@morganlewis.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account No. 107002109 IFMA1 00000009 2139979

Authorized by Signature 40.00

02 FC:8522 375.00

9. Signature:

October 26, 2009

Date

Kathryn Romano

Name of Person Signing

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

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004088 FRAME: 0177

**AMENDMENT NO.1 TO
ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

THIS AMENDMENT NO. 1 TO ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this “**Amendment**”) is dated as of this 23rd day of October, 2009, by and among BeyondTrust Software, Inc. (f/k/a Symark International, Inc.), a California corporation, and Symark Acquisition Company, Inc., a Delaware corporation (individually, a “**Grantor**” and collectively, the “**Grantors**”), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative agent and collateral agent (“**CapitalSource**”) on behalf of the Lenders (“**Lenders**”) party to the Amended Credit Agreement described below, with reference to the following:

A. CapitalSource, Lenders, and Symark International, Inc., as the “Borrower”, entered into that certain Credit Agreement dated as of December 22, 2006 (the “**Original Credit Agreement**;” and as amended by that certain First Amendment to Credit Agreement dated as of May 11, 2007, that certain Second Amendment to Credit Agreement dated as of July 23, 2007, that certain Third Amendment to Credit Agreement dated as of March 21, 2008, that certain Fourth Amendment to Credit Agreement dated as of May 20, 2009, and that certain Joinder and Consent and Fifth Amendment to Credit Agreement and other Loan Documents, dated as of August 19, 2009, and as further amended from time to time, the “**Amended Credit Agreement**”), pursuant to which Lenders agreed to provide certain financial accommodations to Borrower.

B. To induce Lenders to provide the financial accommodations described in the Amended Credit Agreement, Grantors entered into that certain Acknowledgement of Intellectual Property Collateral Lien, dated as of December 22, 2006 (the “**Acknowledgement**”), with CapitalSource.

C. Grantors have requested that Lenders modify and amend the terms of the Acknowledgement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are incorporated herein) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Amendments to Acknowledgement; Full Force and Effect; Ratification and Reaffirmation of the Acknowledgement.

1.1 All references to the “Credit Agreement” or similar terms in the Acknowledgement shall refer to the Amended Credit Agreement, as amended, modified, or supplemented from time to time, and all references to terms defined in the Original Credit Agreement in the Acknowledgement and to terms used in this Amendment but not otherwise defined herein shall refer to such terms as defined in the Amended Credit Agreement.

1.2 Schedule I to the Acknowledgement is hereby amended to read in its entirety as set forth in Schedule I attached hereto.

1.3 Except as modified by this Amendment, all provisions of the Acknowledgement shall remain in full force and effect and is hereby ratified and reaffirmed by Grantors.

2. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be an original but all of which shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above mentioned.

GRANTORS:

BEYONDTRUST SOFTWARE, INC.

By: John Kendrick
Name: John Kendrick
Title: Chief Financial Officer

SYMARK ACQUISITION COMPANY, INC.

By: John Kendrick
Name: John Kendrick
Title: Chief Financial Officer

CAPITALSOURCE:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

Signature Page to Amendment No. 1 to Acknowledgement of Intellectual Property Collateral Lien

Amendment No. 1 to Acknowledgement of Intellectual Property Collateral Lien CapitalSource/Symark DB2/21325486.2

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above mentioned.

GRANTORS:

BEYONDTRUST SOFTWARE, INC.


By: _____
Name: _____
Title: _____

SYMARK ACQUISITION COMPANY, INC.

By: _____
Name: _____
Title: _____

CAPITALSOURCE:

CAPITALSOURCE FINANCE LLC

By:  _____
Name: Christopher J. Blagg
Title: Authorized Signatory

Signature Page to Amendment No. 1 to Acknowledgement of
Intellectual Property Collateral Lien

*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

TRADEMARK
REEL: 004088 FRAME: 0181

STATE OF California

COUNTY OF Los Angeles

On October 6, 2009, before me, Natalie Kechichian, Notary Public, personally appeared John Kendrick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature
[Handwritten Signature]

STATE OF _____

COUNTY OF _____

On _____, 2009, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

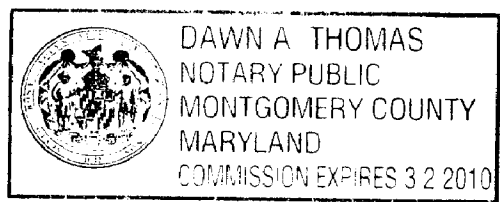
STATE OF MD

COUNTY OF Montgomery

On October 22nd, 2009, before me, Dawn A. Thomas, Notary Public, personally appeared Christopher J. Blagg, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of MD that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.






Signature
Dawn A. Thomas

Schedule I

**NORTH AMERICA
U.S.**

Mark	App/Reg Number	App/Reg Date	Status	Affidavits §§ 8&15 Filing Period	Renewal Period
PowerBroker	Reg. No. 2,139,979	Reg. Date 03/03/98	Registered on Principal Register.	Accepted.	First renewal granted. 03/04/17-03/02/18
PowerPassword	Reg. No. 2,050,675	Reg. Date 04/08/97	Registered on Principal Register	Accepted.	First renewal granted. 04/09/16-04/07/17
Symark	Reg. No. 2,779,365	Reg. Date 11/04/03	Registered on Principal Register.	Accepted.	11/05/12-11/04/13
PowerKeeper	Reg. No. 3,090,819	Reg. Date 5/9/06	Registered on Principal Register.	05/10/11-05/08/12	05/10/15-05/08/16
PowerAdvantage	Reg. No. 3,415,989	Reg. Date 04/22/08	Registered on Principal Register.	04/23/13-04/21/14	04/23/17-04/21/18
PowerSeries	Reg. No. 3,390,279	Reg. Date 02/26/08	Registered on Principal Register.	02/27/13-02/25/14	02/27/17-02/25/18
Control Access. Control Risk.	Reg. No. 3,427,880	Reg. Date 05/13/08	Registered on Principal Register.	05/14/13-05/12/14	05/14/17-05/12/18
 symark <small>Control Access. Control Risk.</small>	Reg. No. 3,435,336	Reg. Date 05/27/08	Registered on Principal Register.	05/28/13-05/26/14	05/28/17-05/26/18
 POWER PASSWORD	Reg. No. 3,435,334	Reg. Date 05/27/08	Registered on Principal Register.	05/28/13-05/26/14	05/28/17-05/26/18

*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

Mark	App/Reg Number	App/Reg Date	Status	Affidavits §§ 8&15 Filing Period	Renewal Period
 POWERBROKER	Reg. No. 3,435,338	Reg. Date 05/27/08	Registered on Principal Register.	05/28/13- 05/26/14	05/28/17- 05/26/18
 POWERKEEPER	Reg. No. 3,435,339	Reg. Date 05/27/08	Registered on Principal Register.	05/28/13- 05/26/14	05/28/17- 05/26/18
 POWERADVANTAGE	Reg. No. 3,499,943	Reg. Date 09/09/08	Registered on Principal Register.	09/10/13- 09/08/14	09/10/17- 09/08/18
PowerReplay	App. No. 78/962,619	App. Date 08/29/06	Application pending. NOA Issued: 08/07/07	NA	NA
From Trust to Process	App. No. 77/637,120	App. Date 12/19/08	Application Pending. NOA Issued: 07/21/09	NA	NA
PowerTracker	App. No. 77/637,244	App. Date 12/19/08	Application Pending. Office Action Issued: 03/23/09 TO BE ABANDONED PER J. KENDRICK 08/04/09 EMAIL	NA	NA
PowerSeries Management Console	App. No. 77/777,408	App. Date 07/09/09	Application Pending.	NA	NA

CANADA

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 618,731	Reg. Date 09/07/04	Registered.	N/A	03/08/19- 09/07/19
PowerPassword	Reg. No. 625,347	Reg. Date 11/15/04	Registered.	N/A	05/16/19- 11/15/19

*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
Symark	Reg. No. 625,979	Reg. Date 11/19/04	Registered.	N/A	05/16/19- 11/19/19

MEXICO

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 814,680	App. Date 10/24/03 Reg. Date 11/25/03	Registered.	10/24/08	04/25/13- 10/23/13
PowerPassword	Abandoned		Application abandoned.		
Symark	Reg. No. 814,679	App. Date 10/24/03 Reg. Date 11/25/03	Registered.	10/24/08	04/25/13- 10/23/13

EUROPE

Community Trademark

Mark	App/Reg Number	Reg. Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 3,098,431	Reg. Date 12/21/04	Registered	12/21/09	09/18/12- 03/17/13
PowerPassword	Reg. No. 3,098,803	Reg. Date 12/21/04	Registered	12/21/09	09/18/12- 03/17/13
Symark	Reg. No. 3,098,787	Reg. Date 12/21/04	Registered.	12/21/09	09/18/12- 03/17/13

Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2

U.K.

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerPassword	Reg. No. 2,054,542	Reg. Date 09/27/96	Registered. Renewed on 12/22/05	September, 2001	07/30/15- 01/30/16

BENELUX

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerPassword	Reg. No. 597,324	Reg. Date 06/01/97	Registered. Assignment from Cerit complete.	NA	08/20/15- 02/20/16

SWEDEN

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerPassword	Reg. No. 0307424	12/29/95	Registered. Renewed.	NA	06/30/15- 12/29/15

ASIA

Singapore

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. T03/01012E	Reg. Date 1/29/03	Registered	01/29/08	07/29/12- 01/29/13
PowerPassword	Reg. No. T03/01022B	Reg. Date 1/29/03	Registered	01/29/08	07/29/12- 01/29/13
Symark	Reg. No. T03/01011G	Reg. Date 1/29/03	Registered	01/29/08	07/29/12- 01/29/13

LATIN AMERICA**Brazil**

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 825,318,432	App. Date 02/20/03 Reg. Date 05/02/07	Registered	05/02/2012	11/02/16- 05/02/17
PowerPassword	Reg. No. 825,318,440	App. Date 2/20/03 Reg. Date 05/02/07	Registered	05/02/2012	11/02/16- 05/02/17
Symark	Reg. No. 825,318,424	App. Date 2/20/03 Reg. Date 05/02/07	Registered	05/02/2012	11/02/16- 05/02/17

PANAMA

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 132181 01	Reg. Date 06/30/04	Registered.	NA	06/06/13- 12/05/13
PowerPassword	Reg. No. 132182 01	Reg. Date 06/30/04	Registered.	NA	06/06/13- 12/05/13
Symark	Reg. No. 132180 01	Reg. Date 06/30/04	Registered.	NA	06/06/13- 12/05/13

*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

AUSTRALIA

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 947,534	Reg. Date 3/17/03	Registered.	03/17/08	09/17/12-03/17/13
PowerPassword	Reg. No. 947,533	Reg. Date 3/17/03	Registered.	03/17/08	09/17/12-03/17/13
Symark	Reg. No. 947,535	Reg. Date 3/17/03	Registered.	03/17/08	09/17/12-03/17/13

LIST OF URLS/DOMAIN NAMES

www.symark.com
www.symarksoftware.com
www.symark.net
www.symark.org
www.symark.biz
www.symarkinternational.com
www.symarksoftware.eu
www.powerkeeper.com

**AMENDMENT NO. 1 TO
ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

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B. To induce Lenders to provide the financial accommodations described in the Amended Credit Agreement, Grantors entered into that certain Acknowledgement of Intellectual Property Collateral Lien, dated as of December 22, 2006 (the "**Acknowledgement**"), with CapitalSource.

C. Grantors have requested that Lenders modify and amend the terms of the Acknowledgement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are incorporated herein) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Amendments to Acknowledgement; Full Force and Effect; Ratification and Reaffirmation of the Acknowledgement.

1.1 All references to the "Credit Agreement" or similar terms in the Acknowledgement shall refer to the Amended Credit Agreement, as amended, modified, or supplemented from time to time, and all references to terms defined in the Original Credit Agreement in the Acknowledgement and to terms used in this Amendment but not otherwise defined herein shall refer to such terms as defined in the Amended Credit Agreement.

1.2 Schedule I to the Acknowledgement is hereby amended to read in its entirety as set forth in Schedule I attached hereto.

1.3 Except as modified by this Amendment, all provisions of the Acknowledgement shall remain in full force and effect and is hereby ratified and reaffirmed by Grantors.

2. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be an original but all of which shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above mentioned.

GRANTORS:

BEYONDTRUST SOFTWARE, INC.

By: John Kendrick
Name: John Kendrick
Title: Chief Financial Officer

SYMARK ACQUISITION COMPANY, INC.

By: John Kendrick
Name: John Kendrick
Title: Chief Financial Officer

CAPITALSOURCE:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

Signature Page to Amendment No. 1 to Acknowledgement of
Intellectual Property Collateral Lien

*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above mentioned.

GRANTORS:

BEYONDTRUST SOFTWARE, INC.


By: _____
Name: _____
Title: _____

SYMARK ACQUISITION COMPANY, INC.

By: _____
Name: _____
Title: _____

CAPITALSOURCE:

CAPITALSOURCE FINANCE LLC

By:  _____
Name: Christopher J. Blagg
Title: Authorized Signatory

Signature Page to Amendment No. 1 to Acknowledgement of
Intellectual Property Collateral Lien

*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

STATE OF California

COUNTY OF Los Angeles

On October 6, 2009, before me, Natalie Kechichian, Notary Public, personally appeared John Kendrick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

STATE OF _____

COUNTY OF _____

On _____, 2009, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

STATE OF MD

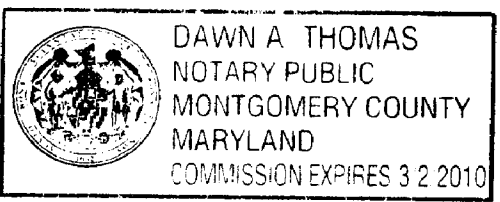
COUNTY OF Montgomery

On October 22nd, 2009, before me, Dawn A. Thomas, Notary Public, personally appeared Christopher J. Blagg, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.



Signature
Dawn A. Thomas






*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

Schedule I

**NORTH AMERICA
U.S.**

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PowerPassword	Reg. No. 2,050,675	Reg. Date 04/08/97	Registered on Principal Register	Accepted.	First renewal granted. 04/09/16-04/07/17
Symark	Reg. No. 2,779,365	Reg. Date 11/04/03	Registered on Principal Register.	Accepted.	11/05/12-11/04/13
PowerKeeper	Reg. No. 3,090,819	Reg. Date 5/9/06	Registered on Principal Register.	05/10/11-05/08/12	05/10/15-05/08/16
PowerAdvantage	Reg. No. 3,415,989	Reg. Date 04/22/08	Registered on Principal Register.	04/23/13-04/21/14	04/23/17-04/21/18
PowerSeries	Reg. No. 3,390,279	Reg. Date 02/26/08	Registered on Principal Register.	02/27/13-02/25/14	02/27/17-02/25/18
Control Access. Control Risk.	Reg. No. 3,427,880	Reg. Date 05/13/08	Registered on Principal Register.	05/14/13-05/12/14	05/14/17-05/12/18
 symark <small>Control Access. Control Risk.</small>	Reg. No. 3,435,336	Reg. Date 05/27/08	Registered on Principal Register.	05/28/13-05/26/14	05/28/17-05/26/18
 POWER:PASSWORD	Reg. No. 3,435,334	Reg. Date 05/27/08	Registered on Principal Register.	05/28/13-05/26/14	05/28/17-05/26/18

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 POWERKEEPER	Reg. No. 3,435,339	Reg. Date 05/27/08	Registered on Principal Register.	05/28/13- 05/26/14	05/28/17- 05/26/18
 POWERADVANTAGE	Reg. No. 3,499,943	Reg. Date 09/09/08	Registered on Principal Register.	09/10/13- 09/08/14	09/10/17- 09/08/18
PowerReplay	App. No. 78/962,619	App. Date 08/29/06	Application pending. NOA Issued: 08/07/07	NA	NA
From Trust to Process	App. No. 77/637,120	App. Date 12/19/08	Application Pending. NOA Issued: 07/21/09	NA	NA
PowerTracker	App. No. 77/637,244	App. Date 12/19/08	Application Pending. Office Action Issued: 03/23/09 TO BE ABANDONED PER J. KENDRICK 08/04/09 EMAIL	NA	NA
PowerSeries Management Console	App. No. 77/777,408	App. Date 07/09/09	Application Pending.	NA	NA

CANADA

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
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PowerPassword	Reg. No. 625,347	Reg. Date 11/15/04	Registered.	N/A	05/16/19- 11/15/19

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Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Symark
DB2/21325486.2*

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
Symark	Reg. No. 625,979	Reg. Date 11/19/04	Registered.	N/A	05/16/19- 11/19/19

MEXICO

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 814,680	App. Date 10/24/03 Reg. Date 11/25/03	Registered.	10/24/08	04/25/13- 10/23/13
PowerPassword	Abandoned		Application abandoned.		
Symark	Reg. No. 814,679	App. Date 10/24/03 Reg. Date 11/25/03	Registered.	10/24/08	04/25/13- 10/23/13

EUROPE

Community Trademark

Mark	App/Reg Number	Reg. Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 3,098,431	Reg. Date 12/21/04	Registered	12/21/09	09/18/12- 03/17/13
PowerPassword	Reg. No. 3,098,803	Reg. Date 12/21/04	Registered	12/21/09	09/18/12- 03/17/13
Symark	Reg. No. 3,098,787	Reg. Date 12/21/04	Registered.	12/21/09	09/18/12- 03/17/13

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U.K.

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerPassword	Reg. No. 2,054,542	Reg. Date 09/27/96	Registered. Renewed on 12/22/05	September, 2001	07/30/15- 01/30/16

BENELUX

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerPassword	Reg. No. 597,324	Reg. Date 06/01/97	Registered. Assignment from Cerit complete.	NA	08/20/15- 02/20/16

SWEDEN

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerPassword	Reg. No. 0307424	12/29/95	Registered. Renewed.	NA	06/30/15- 12/29/15

ASIA

Singapore

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. T03/01012E	Reg. Date 1/29/03	Registered	01/29/08	07/29/12- 01/29/13
PowerPassword	Reg. No. T03/01022B	Reg. Date 1/29/03	Registered	01/29/08	07/29/12- 01/29/13
Symark	Reg. No. T03/01011G	Reg. Date 1/29/03	Registered	01/29/08	07/29/12- 01/29/13

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LATIN AMERICA**Brazil**

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 825,318,432	App. Date 02/20/03 Reg. Date 05/02/07	Registered	05/02/2012	11/02/16- 05/02/17
PowerPassword	Reg. No. 825,318,440	App. Date 2/20/03 Reg. Date 05/02/07	Registered	05/02/2012	11/02/16- 05/02/17
Symark	Reg. No. 825,318,424	App. Date 2/20/03 Reg. Date 05/02/07	Registered	05/02/2012	11/02/16- 05/02/17

PANAMA

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 132181 01	Reg. Date 06/30/04	Registered.	NA	06/06/13- 12/05/13
PowerPassword	Reg. No. 132182 01	Reg. Date 06/30/04	Registered.	NA	06/06/13- 12/05/13
Symark	Reg. No. 132180 01	Reg. Date 06/30/04	Registered.	NA	06/06/13- 12/05/13

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AUSTRALIA

Mark	App/Reg Number	App/Reg Date	Status	To Be Used Before	Renewal Period
PowerBroker	Reg. No. 947,534	Reg. Date 3/17/03	Registered.	03/17/08	09/17/12-03/17/13
PowerPassword	Reg. No. 947,533	Reg. Date 3/17/03	Registered.	03/17/08	09/17/12-03/17/13
Symark	Reg. No. 947,535	Reg. Date 3/17/03	Registered.	03/17/08	09/17/12-03/17/13

LIST OF URLS/DOMAIN NAMES

www.symark.com
www.symarksoftware.com
www.symark.net
www.symark.org
www.symark.biz
www.symarkinternational.com
www.symarksoftware.eu
www.powerkeeper.com

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RECORDED: 10/29/2009

TRADEMARK
REEL: 004088 FRAME: 0201