# TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (IP Supplement) (Second Lien)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Attachmate Corporation		04/30/2010	CORPORATION: WASHINGTON

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse, Cayman Islands Branch, as Second Lien Collateral Agent (also known as Credit Suisse AG, Cayman Islands Branch)
Street Address:	Eleven Madison Avenue
Internal Address:	OMA-2
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Foreign Banking Authority: SWITZERLAND

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77969719	LUMINET

#### **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 LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	185,550-163
NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/

TRADEMARK REEL: 004198 FRAME: 0678 77969719

UN OV HU

900161279

Date:	05/04/2010
Total Attachments: 3 source=TM-IP Supp (2nd Lien Attachmate)#page1.tif source=TM-IP Supp (2nd Lien Attachmate)#page2.tif source=TM-IP Supp (2nd Lien Attachmate)#page3.tif	

### **IP SUPPLEMENT**

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, MERGER SUB, NETIQ, HOLDINGS, THE SUBSIDIARIES OF HOLDINGS 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.

This IP SUPPLEMENT, dated as of April 30,2010, is delivered pursuant to and supplements (i) the 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 "Security Agreement"), among Attachmate Corporation, a Washington corporation, Ninth Tee Merger Sub, Inc., a Delaware corporation, NetIQ Corporation, a Delaware corporation, ("Grantor"), the other grantors named therein, and Credit Suisse, Cayman Islands Branch, as Secured Party, and (ii) the Grant of Trademark Security Interest dated as of June 30, 2006 (the "Grant") executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

Grantor grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral set forth on Schedule A annexed hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

IN WITNESS WHEREOF, Grantor has caused this IP Supplement to be duly executed and delivered by its duly authorized officer as of April 30, 2010.

Attachmate Corporation

Jenniter Guild, Corporate Secretary and General Counsel

## Schedule A

**RECORDED: 05/04/2010** 

Luminet US App 77/969,719 Filed 3/26/2010