

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANDesk Software, Inc.		09/28/2010	CORPORATION: DELAWARE
Crimson Corporation		09/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	D.E. Shaw Direct Capital Portfolios, L.L.C., as Agent		
Street Address:	10000 Memorial Drive, Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3255563	LANDESK	
Serial Number:	77822488	LANDESK	
Registration Number:	2671025	LANDESK	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	026897-062 JES		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$90.00 3255563

900172739

TRADEMARK
REEL: 004287 FRAME: 0050

Signature:	/John E. Slaughter/
Date:	09/30/2010
Total Attachments: 9 source=LANDesk - Trademark Security Agreement#page1.tif source=LANDesk - Trademark Security Agreement#page2.tif source=LANDesk - Trademark Security Agreement#page3.tif source=LANDesk - Trademark Security Agreement#page4.tif source=LANDesk - Trademark Security Agreement#page5.tif source=LANDesk - Trademark Security Agreement#page6.tif source=LANDesk - Trademark Security Agreement#page7.tif source=LANDesk - Trademark Security Agreement#page8.tif source=LANDesk - Trademark Security Agreement#page9.tif	

Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement (as defined below), the exercise of any right or remedy with respect hereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement, dated as of September 28, 2010 (the "Intercreditor Agreement"), by and among Wells Fargo Capital Finance, LLC, as First Lien Agent, and D. E. Shaw Direct Capital Portfolios, L.L.C., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement (as defined below), the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 28th day of September, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **D. E. SHAW DIRECT CAPITAL PORTFOLIOS, L.L.C.**, a Delaware limited liability company, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of September 28, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among **LANDESK GROUP, INC.**, a Delaware corporation ("Parent"), **LANDSLIDE HOLDINGS, INC.**, a Delaware corporation (the "Borrower"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Second Lien Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement, dated as of September 28, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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 initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Second Lien Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined in, the Security Agreement.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. 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, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in Dollars in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record. Any Responsible Officer executing any certificate or other document made or delivered pursuant hereto, so executes or certifies in his/her capacity as a Responsible Officer on behalf of the applicable Loan Party and not in any individual capacity.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT, EACH LENDER AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT, EACH LENDER AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT, EACH LENDER AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL**

RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

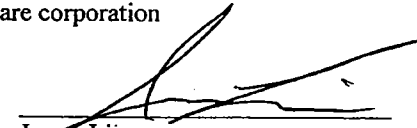
11. Intercreditor Agreement. Notwithstanding anything herein to the contrary, all terms, conditions, and provisions of this Trademark Security Agreement, the rights granted to the Agent pursuant to this Trademark Security Agreement, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement and the rights of the First Lien Agent and the First Lien Lenders thereunder and under the First Lien Credit Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages to follow.]

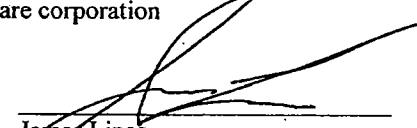
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

LANDESK SOFTWARE, INC.,
a Delaware corporation

By: 
Name: James Lines
Title: Chief Financial Officer

CRIMSON CORPORATION,
a Delaware corporation

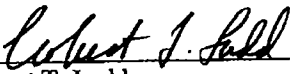
By: 
Name: James Lines
Title: Chief Financial Officer

LANDESK SOFTWARE, INC.
CRIMSON CORPORATION
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004287 FRAME: 0056

AGENT:

**D. E. SHAW DIRECT CAPITAL PORTFOLIOS,
L.L.C., as Agent**
a Delaware limited liability company

By: 
Name: Robert T. Ladd
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	COUNTRY	FILING DATE	SER. NO. / REG. NO.	STATUS	REG. DATE	GRANTOR
LANDESK	Argentina	3/31/1993	2031198	Registered	3/31/1994	Crimson Corporation
LANDESK	Australia	12/10/2009	1335978	Registered	7/16/2010	Crimson Corporation
LANDESK	Australia	2/3/1993	A595182	Registered	7/11/1994	Crimson Corporation
LANDESK	Austria	3/19/1993	151121	Registered	2/3/1994	Crimson Corporation
LANDESK	Benelux	2/2/1993	R527515	Registered	9/1/1993	Crimson Corporation
LANDESK	Bolivia	2/1/1993	64478-C	Registered	11/22/1994	Crimson Corporation
LANDESK	Brazil	12/30/2004	826941001	Registered	12/4/2007	Crimson Corporation
LANDESK	Bulgaria	3/25/1993	23327	Registered	6/20/1994	Crimson Corporation
LANDESK	Canada	12/4/2009	1461717	Pending		Crimson Corporation
LANDESK	Canada	2/2/1993	TMA427313	Registered	5/13/1994	Crimson Corporation
LANDESK	China	3/26/1993	699584	Registered	7/28/1994	Crimson Corporation
LANDESK	Croatia	3/18/1993	Z930644	Registered	4/29/1997	Crimson Corporation
LANDESK	Cyprus	2/4/1993	37995	Registered	6/2/1995	Crimson Corporation
LANDESK	Czech Republic	4/20/1993	183969	Registered	4/6/1995	Crimson Corporation
LANDESK	Denmark	2/2/1993	VR199305200	Registered	7/16/1993	Crimson Corporation
LANDESK	Ecuador	2/26/1993	DNPI-1111-94-MICIP	Registered	5/20/1994	Crimson Corporation
LANDESK	Egypt	2/9/1993	85866	Registered	2/3/1996	Crimson Corporation
LANDESK	European Union	12/2/2009	8729337			Crimson Corporation
LANDESK	Finland	2/4/1993	136144	Registered	2/6/1995	Crimson Corporation
LANDESK	France	9/29/2003	33248183	Registered	3/5/2004	Crimson Corporation
LANDESK	Germany	4/7/2003	2081459	Registered	10/19/1994	Crimson Corporation
LANDESK	Germany	3/20/2000	30021463	Registered	10/24/2000	Crimson Corporation
LANDESK	Hong Kong	12/1/1992	B4848/1995	Registered	6/14/1995	Crimson Corporation

MARK	COUNTRY	FILING DATE	SER. NO. / REG. NO.	STATUS	REG. DATE	GRANTOR
LANDESK	India	12/10/2008	1762015	Pending		Crimson Corporation
LANDESK	Ireland	2/1/1993	154283	Registered	12/1/1992	Crimson Corporation
LANDESK	Israel	2/4/1993	86302	Registered	3/5/1995	Crimson Corporation
LANDESK	Italy	9/9/2003	1052576	Registered	6/19/2007	Crimson Corporation
LANDESK	Japan	3/22/1993	3149981	Registered	4/30/2006	Crimson Corporation
LANDESK	Lebanon	4/20/1993	60436	Registered	7/3/1997	Crimson Corporation
LANDESK	Malaysia	2/5/1993	93/00623	Registered	8/4/1995	Crimson Corporation
LANDESK	Mexico	7/13/2004	1017727	Registered	12/13/2007	Crimson Corporation
LANDESK	New Zealand	3/23/1993	225834	Registered	12/1/1992	Crimson Corporation
LANDESK	Norway	2/3/1993	161968	Registered	3/24/1994	Crimson Corporation
LANDESK	Pakistan	2/4/1993	118991	Registered	8/5/1998	Crimson Corporation
LANDESK	Paraguay	2/18/1993	166665	Registered	12/16/1993	Crimson Corporation
LANDESK	Peru	2/10/1993	1795	Registered	10/12/1993	Crimson Corporation
LANDESK	Poland	2/5/1993	79532	Registered	11/30/1994	Crimson Corporation
LANDESK	Portugal	3/31/1993	290732	Registered	5/27/1994	Crimson Corporation
LANDESK	Serbia & Montenegro	3/24/1993	40014	Registered	1/29/1997	Crimson Corporation
LANDESK	Singapore	2/2/1993	T9300739J	Registered	3/31/1998	Crimson Corporation
LANDESK	Slovak Republic	4/23/1993	172376	Registered	3/10/1994	Crimson Corporation
LANDESK	Slovenia	4/19/1993	9370324	Registered	9/16/1997	Crimson Corporation
LANDESK	South Africa	2/4/1993	93/0809	Registered	3/1/1995	Crimson Corporation
LANDESK	South Africa	2/4/1993	93/0809	Registered	3/1/1995	Crimson Corporation
LANDESK	South Korea	5/27/1993	400292398	Registered	6/28/1994	Crimson Corporation
LANDESK	Spain	3/18/1993	1751395	Registered	5/22/1996	Crimson Corporation
LANDESK	Sri Lanka	4/20/1993	66438	Registered	7/13/1995	Crimson Corporation
LANDESK	Sweden	4/7/1993	257160	Registered	4/8/1994	Crimson Corporation
LANDESK	Switzerland	2/2/1993	405707	Registered	12/2/1993	Crimson Corporation
LANDESK	Taiwan	10/23/1993	670815	Registered	2/15/1995	Crimson Corporation
LANDESK	Taiwan	10/23/1993	638876	Registered	4/1/1994	LANDesk Software Inc.

MARK	COUNTRY	FILING DATE	SER. NO. / REG. NO.	STATUS	REG. DATE	GRANTOR
LANDESK	Taiwan	10/23/1993	641529	Registered	4/16/1994	LANDesk Software Inc.
LANDESK	Thailand	2/10/1993	TM16771	Registered	9/15/1994	Crimson Corporation
LANDESK	Turkey	2/8/1993	142699	Registered	3/8/2004	Crimson Corporation
LANDESK	UK	1/29/1993	B1525781	Registered	11/5/1993	Crimson Corporation
LANDESK	U.S.	4/20/2006	3255563	Registered	6/26/2007	Crimson Corporation
LANDESK	U.S.	9/9/2009	77822488	Registered	5/4/2010	LANDesk Software Inc.
LANDESK	U.S.	9/20/2000	2671025	Registered	1/7/2003	LANDesk Software Inc.
LANDESK	Uruguay	4/2/1993	261625	Registered	10/8/1993	Crimson Corporation
LANDESK	Venezuela	2/17/1993	P-177377	Registered	7/10/1995	Crimson Corporation
LANDESK	Vietnam	3/23/1993	10282	Registered	12/17/1993	Crimson Corporation

Trade Names

None.

Common Law Trademarks

None.