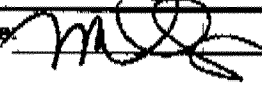


RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>1. Name of conveying party(ies):</b> BeyondTrust Software, Inc.		<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Wells Fargo Capital Finance, LLC</u> Internal Address: _____ Street Address: <u>2450 Colorado Ave, Suite 3000 West</u> City: <u>Santa Monica</u> State: <u>CA</u> Country: <u>USA</u> Zip: <u>90404</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Delaware LLC</u> Citizenship <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>California corporation</u> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>April 8, 2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
<b>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,139,979 (See Schedule I)</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> _____	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>CT Lien Solutions</u> Internal Address: <u>Attn: Susan O'Brien</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>New York</u> Zip: <u>12205</u> Phone Number: <u>(800) 342-3676 ext. 4065</u> Fax Number: <u>(800) 862-7049</u> Email Address: <u>susan.obrien@volterskluser.com</u>		<b>6. Total number of applications and registrations involved:</b> <u>42</u> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>1,065.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <b>8. Payment Information:</b> a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u> b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature</b>  _____ Signature _____ Name of Person Signing		Date <u>April 13, 2011</u> _____ Date Total number of pages including cover sheet, attachments, and document: <u>12</u>	

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  
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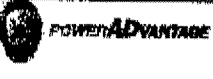
**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Application**

BeyondTrust Software, Inc.:

**Trademark Registrations**

	<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration or Serial Number</u></b>	<b><u>Owner</u></b>
1.	PowerBroker	United States	2,139,979	BeyondTrust Software, Inc.
2.	PowerPassword	United States	2,050,675	BeyondTrust Software, Inc.
3.	Symark	United States	2,779,365	BeyondTrust Software, Inc.
4.	PowerKeeper	United States	3,090,819	BeyondTrust Software, Inc.
5.	BEYONDTRUST	United States	3,261,023	BeyondTrust Software, Inc.
6.	BEYONDTRUST	United States	3,264,859	BeyondTrust Software, Inc.
7.	PowerAdvantage	United States	3,415,989	BeyondTrust Software, Inc.
8.	PowerSeries	United States	3,390,279	BeyondTrust Software, Inc.
9.	Control Access. Control Risk.	United States	3,427,880	BeyondTrust Software, Inc.
10.	 symark <small>Access Control Access Control Risk</small>	United States	3,435,336	BeyondTrust Software, Inc.

	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
11.	 POWERPASSWORD	United States	3,435,334	BeyondTrust Software, Inc.
12.	 POWERBROKER	United States	3,435,338	BeyondTrust Software, Inc.
13.	 POWERKEEPER	United States	3,435,339	BeyondTrust Software, Inc.
14.	 POWERADVANTAGE	United States	3,499,943	BeyondTrust Software, Inc.
15.	PowerSeries Management Console	United States	3,791,473	BeyondTrust Software, Inc.
16.	PowerBroker	Canada	618,731	BeyondTrust Software, Inc.
17.	PowerPassword	Canada	625,347	BeyondTrust Software, Inc.
18.	Symark	Canada	625,979	BeyondTrust Software, Inc.
19.	PowerBroker	Mexico	814,680	BeyondTrust Software, Inc.
20.	Symark	Mexico	814,679	BeyondTrust Software, Inc.
21.	PowerBroker	European Community	3,098,431	BeyondTrust Software, Inc.
22.	PowerPassword	European Community	3,098,803	BeyondTrust Software, Inc.
23.	Symark	European Community	3,098,787	BeyondTrust Software, Inc.
24.	PowerPassword	United Kingdom	2,054,542	BeyondTrust Software, Inc.

	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration of Serial Number</u>	<u>Owner</u>
25.	PowerPassword	Benelux	597,324	BeyondTrust Software, Inc.
26.	PowerPassword	Sweden	0307424	BeyondTrust Software, Inc.
27.	PowerBroker	Singapore	T03/01012E	BeyondTrust Software, Inc.
28.	PowerPassword	Singapore	T03/01022B	BeyondTrust Software, Inc.
29.	Symark	Singapore	T03/01011G	BeyondTrust Software, Inc.
30.	PowerBroker	Brazil	825,318,432	BeyondTrust Software, Inc.
31.	PowerPassword	Brazil	825,318,440	BeyondTrust Software, Inc.
32.	Symark	Brazil	825,318,424	BeyondTrust Software, Inc.
33.	PowerBroker	Panama	132181 01	BeyondTrust Software, Inc.
34.	PowerPassword	Panama	132182 01	BeyondTrust Software, Inc.
35.	Symark	Panama	132180 01	BeyondTrust Software, Inc.
36.	PowerBroker	Australia	947,534	BeyondTrust Software, Inc.
37.	PowerPassword	Australia	947,533	BeyondTrust Software, Inc.
38.	Symark	Australia	947,535	BeyondTrust Software, Inc.

# Trademark Applications






	<u>Mark</u>	<u>Serial No</u> <u>(Application</u> <u>Pending)</u>	<u>Owner</u>	<u>History</u>
1.	PowerAdvantage	78/834,212	BeyondTrust Software, Inc.	Application Pending
2.	PowerSeries	78/959,740	BeyondTrust Software, Inc.	Application Pending
3.	PowerReplay	78,962,619	BeyondTrust Software, Inc.	Application Pending
4.	POWERBROKER	85/007,192	BeyondTrust Software, Inc.	Application Pending
5.	POWERBROKER	85/007,893	BeyondTrust Software, Inc.	Application Pending
6.	PASSWORD SAFE	85/007,895	BeyondTrust Software, Inc.	Application Pending
7.	POWERBROKER PASSWORD SAFE	85/007,896	BeyondTrust Software, Inc.	Application Pending
8.	POWERBROKER MANAGEMENT CONSOLE	85/007,898	BeyondTrust Software, Inc.	Application Pending
9.	POWERBROKER MANAGEMENT CONSOLE	85/007,899	BeyondTrust Software, Inc.	Application Pending
10.	BEYONDTTRUST PRIVILEGE. MADE SIMPLE	85/008,227	BeyondTrust Software, Inc.	Application Pending
11.	DIRECTORY INTEGRATOR	85/008,232	BeyondTrust Software, Inc.	Application Pending
12.	POWERBROKER DIRECTORY INTEGRATOR Q	85/008,235	BeyondTrust Software, Inc.	Application Pending

**Supplemental Trademark Information for Symark International, Inc.:**

**NORTH AMERICA**

**U.S.**

	<b>Mark</b>	<b>App/Reg Number</b>	<b>App/Reg Date</b>	<b>Status</b>	<b>Affidavits §§ 8&amp;15 Filing Period</b>	<b>Renewal Period</b>
1.	<b>PowerBroker</b>	<b>Reg. No. 2,139,979</b>	<b>Reg. Date 03/03/98</b>	Registered on Principal Register.	Accepted.	First renewal granted.  03/04/17-03/02/18
2.	<b>PowerPassword</b>	<b>Reg. No. 2,050,675</b>	<b>Reg. Date 04/08/97</b>	Registered on Principal Register	Accepted.	First renewal granted.  04/09/16-04/07/17
3.	<b>Symark</b>	<b>Reg. No. 2,779,365</b>	<b>Reg. Date 11/04/03</b>	Registered on Principal Register.	Accepted.	11/05/12-11/04/13
4.	<b>PowerKeeper</b>	<b>Reg. No. 3,090,819</b>	<b>Reg. Date 5/9/06</b>	Registered on Principal Register.	05/10/11-05/08/12	05/10/15-05/08/16
5.	<b>BEYONDTRUST</b>	<b>Reg. No. 3,261,023</b>	<b>Reg. Date 7/10/07</b>	Registered on Principal Register.	07/11/12-07/09/13	07/11/16-07/09/17
6.	<b>BEYONDTRUST</b>	<b>Reg. No. 3,264,859</b>	<b>Reg. Date 7/17/07</b>	Registered on Principal Register.	07/18/12-07/16/13	07/18/16-07/16/17
7.	<b>PowerAdvantage</b>	<b>Reg. No. 3,415,989</b>	<b>Reg. Date 04/22/08</b>	Registered on Principal Register.	04/23/13-04/21/14	04/23/17-04/21/18

	Mark	App/Reg Number	App/ Reg Date	Status	Affidavits §§ 3 & 15 Filing Period	Renewal Period
8.	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
9.	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
10.	 <b>symark</b> <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
11.	 <b>POWERPASSWORD</b>	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
12.	 <b>POWERBROKER</b>	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
13.	 <b>POWERKEEPER</b>	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
14.	 <b>POWERADVANTAGE</b>	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
15.	PowerSeries Management Console	Reg. No. 3,791,473	Reg. Date 5/18/10	Registered on Principal Register.	05/19/15- 05/17/16	05/19/19- 05/17/20

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8<sup>th</sup> day of April, 2011, by and between the **BEYONDTRUST SOFTWARE, INC.**, a California corporation ("Grantor") listed on the signature pages hereof and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCE"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 8, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, BT Software Group Incorporated, a Delaware corporation ("BT Software"), and BeyondTrust Corporation, a Maine corporation ("BeyondTrust"), and, together with Grantor and BT Software, each, individually, a "Borrower" and collectively, jointly and severally, the "Borrowers", Symark Acquisition Company, Inc., the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor 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 April 8, 2011 (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, Grantor is 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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 and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.



Notwithstanding the foregoing, in no event shall Trademark Collateral include any Excluded Collateral.

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 Grantor, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving 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 Lender Group and the Bank Product Providers, pursuant to the Security Agreement. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

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 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 BOROUGH OF MANHATTAN, 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 AND 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 AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS 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 AND 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.**

[SIGNATURE PAGE FOLLOWS]

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.

GRANTOR:

BEYONDTRUST SOFTWARE, INC.,  
a California corporation

By:   
Name: Kenneth J. Saunders  
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

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ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company, as Agent

By: 

Name: Jee Hoon Park

Title: Director

[Signature page to Trademark Security Agreement]

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