TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NETIQ CORPORATION		04/27/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	THE CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2182121	KNOWLEDGE SCRIPTS
Serial Number:	77969995	NETIQ
Registration Number:	3475845	AEGIS
Registration Number:	2118436	APPMANAGER
Registration Number:	2494226	
Registration Number:	3086343	INTELLIPOLICY
Registration Number:	2496024	NETIQ
Registration Number:	2137942	NETIQ
Registration Number:	2854570	VIVINET
Registration Number:	3051976	XMP
Registration Number:	2914045	VIGILENT ENTERPRISE

OP $290.00 2182121

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0224
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	05/13/2011

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NetIQ Corporation, a Delaware 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, Attachmate Corporation, a Washington corporation ("**Attachmate**"), NetIQ Corporation, a Delaware corporation ("**NetIQ**"), Longview Software Acquisition Corp., a Delaware corporation ("**Merger Sub**" and together with Attachmate and NetIQ prior to consummation of the Merger, the "**Borrowers**"), and upon consummation of the Merger, Novell, Inc., a Delaware corporation ("**Novell**" and together with Attachmate and NetIQ after consummation of the Merger, the "**Borrowers**"), and The Attachmate Group, Inc., a Delaware corporation ("**Holdings**") have entered into a Second Lien Credit Agreement dated as of April __, 2011 (said Second Lien 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 AG ("**CS**"), as administrative agent for Lenders (in such capacity, "**Administrative Agent**") and as collateral agent for Lenders (in such capacity, "**Collateral Agent**") 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, pursuant to the terms of a Second Lien Security Agreement dated as of April __, 2011 (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, Collateral Agent and the other grantors named therein, Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent 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 Collateral Agent pursuant to the Second Lien Security Agreement, Grantor hereby grants to Collateral Agent 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 of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and

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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 Collateral Agent 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent 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.

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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 __ day of April, 2011.

NETIQ CORPORATION

By:_____

Name:_____

Title:_____

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark Applications and Registrations

Trademark	Country	Status	App/Reg. No.	App./Reg. Date	Owner
APPMANAGER	Australia	Registered	804946	8/19/2002	NetIQ Corporation
NET IQ	Australia	Registered	806039	10/13/2000	NetIQ Corporation
VIVINET	Australia	Registered	934759	4/14//2003	NetIQ Corporation
APPMANAGER	Brazil	Registered	821611704	12/6//2005	NetIQ Corporation
NET IQ	Brazil	Registered	821630288	4/27/2004	NetIQ Corporation
APPMANAGER	Canada	Registered	TMA551277	9/21/2001	NetIQ Corporation
AUDITTRACK	Canada	Registered*	TMA456317	03/29/1996	NetIQ Corporation
NET IQ	Canada	Registered	TMA551278	9/21/2001	NetIQ Corporation
VIVINET	Canada	Allowed	TMA655564	12/21//2005	NetIQ Corporation
APPMANAGER	China	Registered	1518068	2/7/2001	NetIQ Corporation
NET IQ	China	Registered	1518066	2/7/2001	NetIQ Corporation
VIVINET	China	Registered	3404868	3/14/2004	NetIQ Corporation
APPMANAGER	EU/CTM	Registered	799684	4/16/1999	NetIQ Corporation
INTELLIPOLICY	EU/CTM	Registered*	4047601	7/24//2006	NetIQ Corporation
NET IQ	EU/CTM	Registered	684571	3/3/2000	NetIQ Corporation
VIGILENT ENTERPRISE	EU/CTM	Registered*	1286012	12/11/2000	NetIQ Corporation
VIVINET	EU/CTM	Registered	2942662	1/21/2004	NetIQ Corporation
NETIQ	International Register	Registered	1052328	08/23/2010	NetIQ Corporation
APPANALYZER	Japan	Registered*	4500504	08/24/2001	NetIQ Corporation
APPMANAGER	Japan	Registered	4289597	7/2/1999	NetIQ Corporation
APPMANAGER	Japan	Registered	4302143	8/6/1999	NetIQ Corporation
NET IQ (KATAKANA)	Japan	Registered	4302142	8/6/1999	NetIQ Corporation
NET IQ (KATAKANA)	Japan	Registered	4289596	7/2/1999	NetIQ Corporation
NET IQ	Japan	Registered	4302141	8/6/1999	NetIQ Corporation
NET IQ	Japan	Registered	5313970	4/2/2010	NetIQ Corporation
NETIQ	Japan	Registered*	4468799	04/20/2001	NetIQ Corporation
VIVINET	Japan	Registered	4674593	5/23//2003	NetIQ Corporation
APPMANAGER	Korea (South)	Registered	475208	8/16/2000	NetIQ Corporation
NET IQ	Korea (South)	Registered	477753	926/2000	NetIQ Corporation
APPANALYZER	Mexico	Registered*	696032	04/25/2001	NetIQ Corporation
APPMANAGER	Mexico	Registered	647649	3/28/2000	NetIQ Corporation
NETIQ	Mexico	Registered	647650	3/28/2000	NetIQ Corporation
NETIQ	Singapore	Registered	T0814219D	10/15/2008	NetIQ Corporation
VIVINET	Singapore	Registered	T02/1848D	6/17/2002	NetIQ Corporation
APPANALYZER	South Korea	Registered*	4005275200000	08/12/2002	NetIQ Corporation

Trademark	Country	Status	App/Reg. No.	App./Reg. Date	Owner
APPMANAGER	Taiwan	Registered	922583	1/1/2001	NetIQ Corporation
NET IQ	Taiwan	Registered	924771	1/16/2001	NetIQ Corporation
VIVINET	Taiwan	Registered	1063266	11/1//2003	NetIQ Corporation
KNOWLEDGE SCRIPTS	U.S. Federal	Registered	2182121	8/18/1998	NetIQ Corporation
NETIQ	U.S.	Pending	77969995	03/26/2010	NetIQ Corporation
AEGIS	U.S. Federal	Registered	3475845	7/29/2008	NetIQ Corporation
APPMANAGER	U.S. Federal	Registered	2118436	12/2/1997	NetIQ Corporation
DESIGN ONLY	U.S. Federal	Registered	2494226	10/2/2001	NetIQ Corporation
INTELLIPOLICY	U.S. Federal	Registered*	3086343	4/25//2006	NetIQ Corporation
NETIQ	U.S. Federal	Registered	2496024	10/9/2001	NetIQ Corporation
NETIQ	U.S. Federal	Registered	2137942	2/17/1998	NetIQ Corporation
VIVINET	U.S. Federal	Registered	2854570	6/15/2004	NetIQ Corporation
XMP	U.S. Federal	Registered*	3051976	01/31//2006	NetIQ Corporation
VIGILENT ENTERPRISE	U.S. Federal	Registered*	2914045	12/28/2004	NetIQ Corporation

*Company does not intend to take steps to maintain this application/registration.