TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Tranche A Intellectual Property Security Agreements

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC	FORMERLY Wells Fargo Foothill, LLC	06/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3906382	COUNTERSPY
Registration Number:	3926367	CLEARCLOUD
Registration Number:	3595400	VIPRE
Registration Number:	3199870	COUNTERSPY
Registration Number:	3024572	SERVERVISION
Registration Number:	2229723	FAXMAKER
Registration Number:	2695818	GFI
Registration Number:	2582333	GFI
Registration Number:	2845033	GFIMAILSECURITY
Registration Number:	2774369	LANGUARD
Registration Number:	3186650	HOUNDDOG
Serial Number:	77473308	NINJA BLADE

CH $315.00 3906382

CORRESPONDENCE DATA

Fax Number: (917)777-2962
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-2962
Email: Faith.Robinson@skadden.com
Correspondent Name: S. Anita Sinha
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1377
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	06/20/2011

Total Attachments: 8
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ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS

This **ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this "Assignment") is executed as of June 16, 2011 by **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (formerly known as Wells Fargo Foothill, LLC) ("WFCF"), in its capacity as collateral agent immediately prior to the Effective Time (as defined in the below-defined Resignation Agreement) (in such capacity, "Existing Collateral Agent") in favor of Successor Collateral Agent (as defined below). All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or the Tranche A Intellectual Property Security Agreements, as applicable.

W I T N E S S E T H:

WHEREAS, Gee FI Holdings Limited, a British Virgin Islands Business Company ("Gee FI"), TV GFI Holding Company S.à r.l., a *Luxembourg société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 7A, rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés*) under number B 156.413, having a share capital of EUR 25,000.00, ("TV GFI" and together with Gee FI, each individually and collectively, jointly and severally, "Borrower"), TV Holding S.à r.l., a *Luxembourg société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 7A, rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Trade and Companies' Register, under number B 147.127, having a share capital of EUR 110,578,805.57 ("TV Holding"),the Subsidiary Guarantors, the lenders from time to time a party thereto (each a "Lender" and collectively, the "Lenders"), WFCF, as administrative agent for the Lenders (as successor in interest to The Bank of New York), and WFCF, as collateral agent for the Lenders (as successor in interest to The Bank of New York), entered into that certain Amended and Restated Credit Agreement dated as of June 16, 2006 (as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Gee FI, GFI Software Ltd, a British Virgin Islands Business Company ("GFI BVI"), and The Bank of New York as Collateral Agent for the Tranche A Lenders entered into (a) that certain Tranche A Trademark Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche A Trademark Security Agreement"), (b) that certain Tranche A Patent Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche A Patent Security Agreement"), and (c) that certain Tranche A Copyright Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche A Copyright Security Agreement" and together with the Tranche A Trademark Security Agreement and the

Tranche A Patent Security Agreement, the "Tranche A Intellectual Property Security Agreements"), concerning, *inter alia,* (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto;

WHEREAS, pursuant to the Tranche A Intellectual Property Security Agreements, each Debtor granted Collateral Agent a security interest in, and a mortgage upon, all of such Debtor's right, title and interest in, to and under, among other things, (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto;

WHEREAS, the Tranche A Intellectual Property Security Agreements were recorded with the United States Patent and Trademark Office on June 14, 2005 at Reel 3103/Frame 0522 and Reel 016137/Frame 0838;

WHEREAS, The Bank of New York and WFCF entered into that certain Assignment of Tranche A Intellectual Property Security Agreements, dated as of June 30, 2009 (the "2009 Assignment of Tranche A Intellectual Property Security Agreements");

WHEREAS, the 2009 Assignment of Tranche A Intellectual Property Security Agreements was recorded with the United States Patent and Trademark Office on July 1, 2009 at Reel 4015/Frame 0162 and Reel 022905/0745, and on July 7, 2010 at Reel 24645/Frame 0672;

WHEREAS, Gee FI, GFI BVI, GFI Software (Florida) Inc., a Florida corporation (formerly known as Sunbelt Software, Inc.) ("GFI Florida") and WFCF entered into (a) that certain Amendment Number One to Tranche A Trademark Security Agreement, dated as of June 29, 2010, and (b) that certain Amendment Number One to Tranche A Patent Security Agreement, dated as of June 29, 2010 (collectively, the "Amendments") pursuant to which, among other things, each Debtor (i) reaffirmed all prior grants of security interests in favor of Collateral Agent in all of such Debtor's right, title, and interest in, to, and under the Collateral identified on the schedules to the Tranche A Intellectual Property Security Agreement prior to the effectiveness of the Amendments and (ii) granted to Collateral Agent continuing security interests in all of such Debtor's right, title, and interest in, to, and under (x) the trademarks listed on Schedule 1 attached hereto and (y) the patents listed on Schedule 2 attached hereto;

WHEREAS, the Amendments were recorded with the United States Patent and Trademark Office on July 2, 2010 at Reel 4236/Frame 0570 and Reel 24634/Frame 0538 and;

WHEREAS, concurrently herewith, Existing Collateral Agent and Successor Collateral Agent are entering into that certain Resignation and Appointment of Agents Agreement (the "Resignation Agreement"), pursuant to which Existing Collateral Agent is resigning as Collateral Agent and the Required Lenders are appointing Morgan Stanley Senior

Funding, Inc., a Delaware corporation, as successor Collateral Agent ("Successor Collateral Agent"); and

WHEREAS, in connection with the removal of Existing Collateral Agent, Successor Collateral Agent has requested that Existing Collateral Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Tranche A Intellectual Property Security Agreements and the Amendments to Successor Collateral Agent;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Collateral Agent, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Effective Time (as defined in the Resignation Agreement) to Successor Collateral Agent all of the rights, title and interest of Existing Collateral Agent in, to and under the Tranche A Intellectual Property Security Agreements and the Amendments thereto, including, without limitation, the security interest in, and mortgage upon, all of each Debtor's right, title and interest in, to and under (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto.

2. Further Assurances. Existing Collateral Agent agrees to cooperate with Successor Collateral Agent, at the sole cost and expense of Gee FI, GFI BVI and GFI Florida, and take all actions reasonably requested by Successor Collateral Agent in order to fully carry out the terms of this Assignment or to permit Successor Collateral Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Gee FI, GFI BVI and GFI Florida shall pay all costs and expenses of Existing Collateral Agent and Successor Collateral Agent, including the fees and expenses of counsel to the Existing Collateral Agent and Successor Collateral Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

[Signature pages follow.]

TRADEMARK
REEL: 004566 FRAME: 0128

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

WELLS FARGO CAPITAL FINANCE, LLC,
in its capacity as Existing Collateral Agent

By: _____
Name: JOHN T. LEONARD
Title: MANAGING DIRECTOR

[SIGNATURE PAGE TO ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS]

MORGAN STANLEY SENIOR FUNDING, INC.,
a Delaware corporation,
in its capacity as Successor Collateral Agent

By: _____
Name: Steve King
Title: Authorized Signatory

[SIGNATURE PAGE TO ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS]

GEE FI HOLDINGS LIMITED, a British Virgin Islands Business Company

By: _____
Name: **Michael Triplett**
Title: **Director**

GFI SOFTWARE LTD, a British Virgin Islands Business Company

By: _____
Name: **Michael Triplett**
Title: **Director**

GFI SOFTWARE (FLORIDA), a Florida corporation

By: _____
Name: **Michael Triplett**
Title: **Vice President**

[SIGNATURE PAGE TO ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS]

SCHEDULE 1
TO
ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS

Trademarks

U.S. Trademark Registrations and Applications

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Record Owner
U.S.	COUNTERSPY	1/18/2011	3,906,382	GFI Software (Florida) Inc.
U.S.	CLEARCLOUD	3/1/2011	3,926,367	GFI Software (Florida) Inc.
U.S.	NINJA BLADE	(5/13/2008)	(77/473,308)	GFI Software (Florida) Inc.
U.S.	VIPRE	3/24/2009	3,595,400	GFI Software (Florida) Inc.
U.S.	COUNTERSPY	1/16/2007	3,199,870	GFI Software (Florida) Inc.
U.S.	SERVERVISION	12/6/2005	3,024,572	GFI Software (Florida) Inc.
U.S.	FAXMAKER	3/2/1999	2,229,723	GFI Software Ltd.
U.S.	GFI	3/11/2003	2,695,818	GFI Software Ltd.
U.S.	GFI and Design	6/18/2002	2,582,333	GFI Software Ltd.
U.S.	GFIMAILSECURITY (Stylized)	5/25/2004	2,845,033	GFI Software Ltd.
U.S.	LANGUARD	10/21/2003	2,774,369	GFI Software Ltd.
U.S.	HOUNDDOG	12/19/2006	3,186,650	Hounddog Technology Limited

SCHEDULE 2
TO
ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS

Patents

Title	App. No.	App. Date	Record Owner
[Information Not Provided]	(12/717,325)	(3/4/2010)	[Information Not Provided]