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
Novell, Inc.		05/22/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Collateral Agent
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: 63

Property Type	Number	Word Mark
Registration Number:	3324217	APPARMOR
Registration Number:	3449558	BANDIT
Registration Number:	3654804	BANSHEE
Registration Number:	3073496	BEAGLE
Registration Number:	3009844	BUILDING THE NEW ECONOMY
Registration Number:	2717821	
Registration Number:	3342613	
Registration Number:	3477211	
Registration Number:	2886771	IMMUNIX
Registration Number:	4080734	IQ
Registration Number:	3743958	KABLINK
Registration Number:	3773993	MANAGED OBJECTS MYCMDB
Registration Number:	2891361	MONO
Registration Number:	3765950	MYCMDB

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Registration Number:	2901635	N
Registration Number:	3980749	NOVELL
Registration Number:	2727147	NOVELL CONSULTING
Registration Number:	2657253	NOVELL IFOLDER
Registration Number:	3212423	OPENSUSE
Registration Number:	3200822	OPENSUSE
Registration Number:	3487802	PLATESPIN FORGE
Registration Number:	3094382	POWERCONVERT
Registration Number:	3251774	SENFORCE
Registration Number:	3265630	SENFORCE TECHNOLOGIES
Registration Number:	2644990	SITESCAPE
Registration Number:	2644991	SITESCAPE FORUM
Registration Number:	2551671	SITESCAPE FORUM
Registration Number:	3831108	SLED
Registration Number:	3831110	SLES
Registration Number:	3200982	SUSE
Registration Number:	2660406	VOLERA
Registration Number:	4084542	WORKLOAD I.Q.
Registration Number:	3118266	ZON
Registration Number:	3898601	YAST
Registration Number:	2875980	PLATESPIN
Registration Number:	2916024	XAD
Registration Number:	1994194	APPTESTER
Registration Number:	1949900	CNE
Registration Number:	2017637	MANAGEWISE
Registration Number:	2260316	NDS
Registration Number:	2253894	PARTNERNET
Registration Number:	2438104	LOGICSOURCE
Registration Number:	1943336	CNE
Registration Number:	1328271	NETWARE
Registration Number:	1965531	BRAINSHARE
Registration Number:	2049477	GROUPWISE
Registration Number:	2160694	APPNOTES
Registration Number:	2162321	NDPS
Registration Number:	2169906	NOVELL

	2237099	GLOBAL SERVICE PARTNER
Registration Number:	1547172	LAN WORKPLACE
Registration Number:	2389019	BORDERMANAGER
Registration Number:	2357817	NEST
Registration Number:	2373227	NOVELL BORDERMANAGER
Registration Number:	2416203	ZENWORKS
Registration Number:	2394453	CERTIFIED DIRECTORY ENGINEER
Registration Number:	2457681	CONSOLEONE
Registration Number:	2518093	NOVELL SECRETSTORE
Registration Number:	2525531	DIGITALME
Registration Number:	2576462	DIGITALME
Registration Number:	2545125	DIRXML
Serial Number:	85015261	WORKLOADIQ
Serial Number:	85503172	SUSE

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0259
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	05/23/2012

Total Attachments: 7

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EXECUTION VERSION

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Novell, Inc., 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**"), Novell, Inc., a Delaware corporation ("**Novell**" and together with Attachmate and NetIQ, the "**Borrowers**"), and The Attachmate Group, Inc., a Delaware corporation ("**Holdings**") have entered into a Second Lien Credit Agreement dated as of May 22, 2012 (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, 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 May 22, 2012 (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 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 22day of May, 2012.

NOVELL, INC.

By: _____
Name: Jeff Hawn
Title: President & CEO

Signature page to Second Lien Grant of Trademark Security Interest

SCHEDULE A TO

GRANT OF TRADEMARK SECURITY INTEREST

(see attached)

Novell, Inc.

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
1.	APPARMOR	78876817 04-MAY-2006	3324217 30-OCT-2007	Registered	Novell, Inc.
2.	APPNOTES	75332646 29-JUL-1997	2160694 26-MAY-1998	Renewed in 2008	Novell, Inc.
3.	APPTESTER	74626713 27-JAN-1995	1994194 13-AUG-1996	Renewed in 2006	Novell, Inc.
4.	BANDIT	78948615 09-AUG-2006	3449558 17-JUN-2008	Registered	Novell, Inc.
5.	BANSHEE	78974821 14-SEP-2006	3654804 14-JUL-2009	Registered	Novell, Inc.
6.	BEAGLE	78602378 05-APR-2005	3073496 28-MAR-2006	Registered	Novell, Inc.
7.	BORDERMANAGER	75403689 11-DEC-1997	2389019 26-SEP-2000	Renewed in 2010	Novell, Inc.
8.	BRAINSHARE	74665646 24-APR-1995	1965531 02-APR-1996	Renewed in 2006	Novell, Inc.
9.	BUILDING THE NEW ECONOMY	75940876 10-MAR-2000	3009844 01-NOV-2005	Registered	Novell, Inc.
10.	CERTIFIED DIRECTORY ENGINEER	75733922 22-JUN-1999	2394453 10-OCT-2000	Renewed in 2010 Supplemental Register	Novell, Inc.
11.	CNE	74374221 24-MAR-1993	1949900 23-JAN-1996	Renewed in 2006	Novell, Inc.
12.	CNE	74374220 24-MAR-1993	1943336 26-DEC-1995	Renewed in 2005	Novell, Inc.
13.	CONSOLEONE	75445981 06-MAR-1998	2457681 05-JUN-2001	Renewed in 2011	Novell, Inc.
14.	Design Only	76141800 05-OCT-2000	2717821 20-MAY-2003	Registered	Novell, Inc.
15.	Design Only	77020197 12-OCT-2006	3342613 27-NOV-2007	Registered	Novell, Inc.
16.	Design Only	77020212 12-OCT-2006	3477211 29-JUL-2008	Registered	Novell, Inc.
17.	DIGITALME	75577923 26-OCT-1998	2525531 01-JAN-2002	Renewed in 2012	Novell, Inc.
18.	DIGITALME digitalme	75676509 07-APR-1999	2576462 04-JUN-2002	Renewed in 2012	Novell, Inc.
19.	DIRXML	78065780 25-MAY-2001	2545125 05-MAR-2002	Renewed in 2012	Novell, Inc.
20.	GLOBAL SERVICE PARTNER GLOBAL SERVICE PARTNER	75119367 14-JUN-1996	2237099 06-APR-1999	Renewed in 2009	Novell, Inc.
21.	GROUPWISE	74554008	2049477	Renewed in 2007	Novell, Inc.

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No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
		26-JUL-1994	01-APR-1997		
22.	IMMUNIX	75765080 23-AUG-1999	2886771 21-SEP-2004	Registered	Novell, Inc.
23.	IQ IQ	85016273 16-APR-2010	4080734 03-JAN-2012	Registered	Novell, Inc.
24.	KABLINK	77679354 26-FEB-2009	3743958 02-FEB-2010	Registered	Novell, Inc.
25.	LAN WORKPLACE	73758748 20-OCT-1988	1547172 11-JUL-1989	Renewed in 2009	Novell, Inc.
26.	LOGICSOURCE	75752994 16-JUL-1999	2438104 27-MAR-2001	Renewed in 2011	Novell, Inc.
27.	MANAGED OBJECTS MYCMDB	77553697 22-AUG-2008	3773993 13-APR-2010	Registered	Novell, Inc.
28.	MANAGEWISE	75027779 04-DEC-1995	2017637 19-NOV-1996	Renewed in 2006	Novell, Inc.
29.	MONO	78303635 22-SEP-2003	2891361 05-OCT-2004	Registered	Novell, Inc.
30.	MYCMDB	77553728 22-AUG-2008	3765950 30-MAR-2010	Registered	Novell, Inc.
31.	N N	78257187 02-JUN-2003	2901635 09-NOV-2004	Registered	Novell, Inc.
32.	NDPS	74644158 09-MAR-1995	2162321 02-JUN-1998	Renewed in 2008	Novell, Inc.
33.	NDS	75325263 16-JUL-1997	2260316 13-JUL-1999	Renewed in 2009	Novell, Inc.
34.	NEST	74518434 29-APR-1994	2357817 13-JUN-2000	Renewed in 2010	Novell, Inc.
35.	NETWARE	73483828 06-JUN-1984	1328271 02-APR-1985	Renewed in 2005	Novell, Inc.
36.	NOVELL	85115924 25-AUG-2010	3980749 21-JUN-2011	Registered	Novell, Inc.
37.	NOVELL	74733381 21-SEP-1995	2169906 30-JUN-1998	Renewed in 2008	Novell, Inc.
38.	NOVELL BORDERMANAGER	75293630 16-MAY-1997	2373227 01-AUG-2000	Renewed in 2010	Novell, Inc.
39.	NOVELL CONSULTING	78102702 15-JAN-2002	2727147 17-JUN-2003	Registered	Novell, Inc.
40.	NOVELL IFOLDER	78055925 30-MAR-2001	2657253 03-DEC-2002	Registered	Novell, Inc.
41.	NOVELL SECRETSTORE	75701055 07-MAY-1999	2518093 11-DEC-2001	Renewed in 2011	Novell, Inc.
42.	OPENSUSE openSUSE	78690711 11-AUG-2005	3212423 27-FEB-2007	Registered	Novell, Inc.
43.	OPENSUSE	78690082 10-AUG-2005	3200822 23-JAN-2007	Registered	Novell, Inc.
44.	PARTNERNET	74734694 27-SEP-1995	2253894 15-JUN-1999	Renewed in 2009	Novell, Inc.
45.	PLATESPIN	76244103 20-APR-2001	2875980 24-AUG-2004	Registered Section 44(D)	Novell, Inc.
46.	PLATESPIN FORGE	77340070 29-NOV-2007	3487802 19-AUG-2008	Registered	Novell, Inc.
47.	POWERCONVERT	78556790 31-JAN-2005	3094382 16-MAY-2006	Registered	Novell, Inc.
48.	SENFORCE	78950101 11-AUG-2006	3251774 12-JUN-2007	Registered	Novell, Inc.
49.	SENFORCE TECHNOLOGIES	78239703 18-APR-2003	3265630 17-JUL-2007	Registered	Novell, Inc.

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
50.	SITESCAPE	75881454 29-DEC-1999	2644990 05-NOV-2002	Registered	Novell, Inc.
51.	SITESCAPE FORUM	75881456 29-DEC-1999	2644991 05-NOV-2002	Registered	Novell, Inc.
52.	SITESCAPE FORUM	75881457 29-DEC-1999	2551671 26-MAR-2002	Registered	Novell, Inc.
53.	SLED	77890836 10-DEC-2009	3831108 10-AUG-2010	Registered	Novell, Inc.
54.	SLES	77890872 10-DEC-2009	3831110 10-AUG-2010	Registered	Novell, Inc.
55.	SUSE	85503172 23-DEC-2011		Pending Section 44(D)	Novell, Inc.
56.	SUSE	78720651 26-SEP-2005	3200982 23-JAN-2007	Registered	Novell, Inc.
57.	VOLERA	76163383 10-NOV-2000	2660406 10-DEC-2002	Registered	Novell, Inc.
58.	WORKLOAD I.Q. WORKLOADIQ	85016289 16-APR-2010	4084542 10-JAN-2012	Registered	Novell, Inc.
59.	WORKLOADIQ	85015261 15-APR-2010		Pending	Novell, Inc.
60.	XAD	78211299 05-FEB-2003	2916024 04-JAN-2005	Registered Section 44(D)	Novell, Inc.
61.	YAST	77838337 30-SEP-2009	3898601 04-JAN-2011	Registered Section 2(F)	Novell, Inc.
62.	ZENWORKS	75479460 05-MAY-1998	2416203 26-DEC-2000	Renewed in 2010	Novell, Inc.
63.	ZON	78516273 12-NOV-2004	3118266 18-JUL-2006	Registered	Novell, Inc.