

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
Attachmate Corporation		05/22/2012	CORPORATION: WASHINGTON

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: 19

Property Type	Number	Word Mark
Registration Number:	1637470	ATTACHMATE
Registration Number:	2722044	
Registration Number:	2681704	
Registration Number:	2729887	
Registration Number:	2703039	
Registration Number:	2698394	
Registration Number:	1727301	EXTRA!
Registration Number:	1511624	FILEXPRESS
Registration Number:	2093373	KEA!
Registration Number:	3932801	LUMINET
Registration Number:	1903432	NETWIZARD
Registration Number:	1475672	REFLECTION
Registration Number:	2154975	REFLECTION
Registration Number:	2045379	REFLECTION

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TRADEMARK

Registration Number:	1698819	REFLECTION
Registration Number:	3504638	REFLECTION
Registration Number:	3086468	SYNAPTA
Registration Number:	2643773	VERASTREAM
Registration Number:	1848129	WRQ

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: 6

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Attachmate Corporation, a Washington 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.

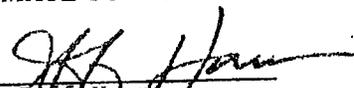
Notwithstanding the foregoing, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), 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 22 day of May, 2012.

ATTACHMATE CORPORATION

By: 
Name: Jeff Hawk
Title: President & CEO

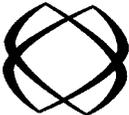
Signature page to Second Lien Grant of Trademark Security Interest

**SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST**

(see attached)

**Schedule for Security Agreement
U.S. Trademarks**

Attachmate Corporation

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
1.	ATTACHMATE	74046577 06-APR-1990	1637470 12-MAR-1991	Renewed in 2011	Attachmate Corporation
2.	Design Only 	76170079 22-NOV-2000	2722044 03-JUN-2003	Registered	Attachmate Corporation
3.	Design Only 	76170080 22-NOV-2000	2681704 28-JAN-2003	Registered	Attachmate Corporation
4.	Design Only 	76170082 22-NOV-2000	2729887 24-JUN-2003	Registered	Attachmate Corporation
5.	Design Only 	76170187 22-NOV-2000	2703039 01-APR-2003	Registered	Attachmate Corporation
6.	Design Only 	76170081 22-NOV-2000	2698394 18-MAR-2003	Registered	Attachmate Corporation
7.	EXTRA!	74250803 28-FEB-1992	1727301 27-OCT-1992	Renewed in 2002	Attachmate Corporation
8.	FILEXPRESS	73717598 21-MAR-1988	1511624 08-NOV-1988	Renewed in 2008	Attachmate Corporation
9.	KEA!	74531349 31-MAY-1994	2093373 02-SEP-1997	Renewed in 2007	Attachmate Corporation
10.	LUMINET	85032388 06-MAY-2010	3932801 15-MAR-2011	Registered	Attachmate Corporation
11.	NETWIZARD	74422955 10-AUG-1993	1903432 04-JUL-1995	Renewed in 2005	Attachmate Corporation
12.	REFLECTION	73594166 18-APR-1986	1475672 09-FEB-1988	Renewed in 2008	Attachmate Corporation
13.	REFLECTION	75284227 30-APR-1997	2154975 05-MAY-1998	Renewed in 2008	Attachmate Corporation
14.	REFLECTION	74667759 28-APR-1995	2045379 18-MAR-1997	Renewed in 2007	Attachmate Corporation
15.	REFLECTION	74118036 26-NOV-1990	1698819 07-JUL-1992	Renewed in 2002	Attachmate Corporation

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
16.	REFLECTION	78436522 14-FEB-2008	3504638 23-SEP-2008	Registered	Attachmate Corporation
17.	SYNAPTA	78436522 16-JUN-2004	3086468 25-APR-2006	Registered	Attachmate Corporation
18.	VERASTREAM	76044952 09-MAY-2000	2643773 29-OCT-2002	Registered	Attachmate Corporation
19.	WRQ	74342759 21-DEC-1992	1848129 02-AUG-1994	Renewed in 2004	Attachmate Corporation