

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		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: 11			
Property Type	Number	Word Mark	
Registration Number:	3475845	AEGIS	
Registration Number:	2118436	APPMANAGER	
Registration Number:	2494226		
Registration Number:	3086343	INTELLIPOLICY	
Registration Number:	2182121	KNOWLEDGE SCRIPTS	
Registration Number:	2496024	NETIQ	
Registration Number:	2137942	NETIQ	
Registration Number:	3952286	NETIQ	
Registration Number:	2914045	VIGILENT ENTERPRISE	
Registration Number:	2854570	VIVINET	
Registration Number:	3051976	XMP	
CORRESPONDENCE DATA			
Fax Number:	7147558290		

OP \$290.00 3475845

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
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NAME OF SUBMITTER:	Anna T Kwan
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Signature:	/atk/
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Date:	05/23/2012
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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**"), 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.

NETIQ CORPORATION

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)

NetIQ Corporation

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
1.	AEGIS	77351762 13-DEC-2007	3475845 29-JUL-2008	Registered	NetIQ Corporation
2.	APPMANAGER	75102997 13-MAY-1996	2118436 02-DEC-1997	Renewed in 2007	NetIQ Corporation
3.	Design Only 	76091679 17-JUL-2000	2494226 02-OCT-2001	Renewed in 2011	NetIQ Corporation
4.	INTELLIPOLICY	78395755 02-APR-2004	3086343 25-APR-2006	Registered	NetIQ Corporation
5.	KNOWLEDGE SCRIPTS	75292227 15-MAY-1997	2182121 18-AUG-1998	Renewed in 2008	NetIQ Corporation
6.	NETIQ 	76091677 17-JUL-2000	2496024 09-OCT-2001	Renewed in 2011	NetIQ Corporation
7.	NETIQ	75155665 26-AUG-1996	2137942 17-FEB-1998	Renewed in 2008	NetIQ Corporation
8.	NETIQ 	77969995 26-MAR-2010	3952286 26-APR-2011	Registered	NetIQ Corporation
9.	VIGILENT ENTERPRISE	75698388 05-MAY-1999	2914045 28-DEC-2004	Registered	NetIQ Corporation
10.	VIVINET	76422058 17-JUN-2002	2854570 15-JUN-2004	Registered	NetIQ Corporation
11.	XMP	76307498 29-AUG-2001	3051976 31-JAN-2006	Registered	NetIQ Corporation

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