

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANDesk Software, Inc.		06/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3783944	LANDESK	
Registration Number:	2671025	LANDESK	
CORRESPONDENCE DATA			
Fax Number:	7043432300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0579		
NAME OF SUBMITTER:	Betty G. Smith		

Signature:	/Betty G. Smith/
Date:	07/12/2012
<b>Total Attachments: 11</b> source=LANDesk - Trademark Security Agreement#page1.tif source=LANDesk - Trademark Security Agreement#page2.tif source=LANDesk - Trademark Security Agreement#page3.tif source=LANDesk - Trademark Security Agreement#page4.tif source=LANDesk - Trademark Security Agreement#page5.tif source=LANDesk - Trademark Security Agreement#page6.tif source=LANDesk - Trademark Security Agreement#page7.tif source=LANDesk - Trademark Security Agreement#page8.tif source=LANDesk - Trademark Security Agreement#page9.tif source=LANDesk - Trademark Security Agreement#page10.tif source=LANDesk - Trademark Security Agreement#page11.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 29<sup>th</sup> day of June, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 19, 2012 by and among LANDESK GROUP, INC., a Delaware corporation ("Holdings"), LANDSLIDE HOLDINGS, INC., a Delaware corporation ("Landslide"), CRIMSON ACQUISITION CORP., a Delaware corporation ("Crimson Acquisition Holdco" and, together with Landslide, the "Borrowers"), the Lenders from time to time party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Extensions of Credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Extensions of Credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Collateral Agreement, dated as of June 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), to the Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Collateral Agreement, the Grantors are required to execute and deliver this Agreement to the Administrative Agent, for the benefit of Secured Parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the introductory paragraph and recitals hereof) without definition shall have the meanings ascribed thereto in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined in, the Collateral Agreement.

3. SECURITY FOR SECURED OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. COLLATERAL AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration, in each case in accordance with Section 4.8(d) of the Collateral Agreement. Without limiting Grantors' obligations under this Section 5, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or in electronic (*i.e.* "pdf" or "tif") form shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

7. CONSTRUCTION. The terms of Sections 1.2, 1.6, 1.7 and 12.15 of the Credit Agreement are incorporated herein by reference as if fully set forth herein; provided that references therein to "Agreement" shall mean this Agreement.

8. GOVERNING LAW; JURISDICTION; VENUE.

(a) Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Submission to Jurisdiction. Each Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether relating to this Agreement or the transactions relating hereto in any forum other than the

courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York state court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any other Secured Party may otherwise have to bring any action, litigation or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each Grantor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action, litigation or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 8. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

(e) Appointment of the Administrative Borrower as Agent for the Obligors. Each Grantor hereby irrevocably appoints and authorizes the Administrative Borrower to act as its agent for service of process and notices required to be delivered under this Agreement or under the other Loan Documents, it being understood and agreed that receipt by the Administrative Borrower of any summons, notice or other similar item shall be deemed effective receipt by each Grantor and its Subsidiaries.

**9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.**

[Signature pages to follow.]

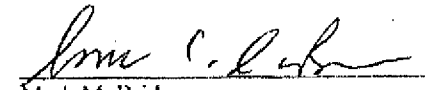
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

**GRANTORS:**

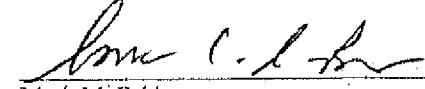
**LANDESK GROUP, INC.,**  
a Delaware corporation

By:   
Name: Mark McBride  
Title: Chief Financial Officer

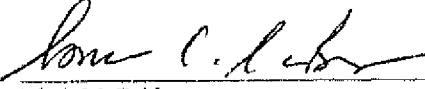
**LANDSLIDE HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Mark McBride  
Title: Chief Financial Officer

**LANDESK SOFTWARE, INC.,**  
a Delaware corporation

By:   
Name: Mark McBride  
Title: Chief Financial Officer

**CRIMSON ACQUISITION CORP.,**  
a Delaware corporation

By:   
Name: Mark McBride  
Title: Chief Financial Officer

**CRIMSON CORPORATION,**  
a Delaware corporation

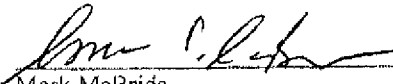
By:   
Name: Mark McBride  
Title: Chief Financial Officer

[Signature Pages Continue]


Trademark Security Agreement  
LANDesk Group, Inc.  
Signature Page

**TRADEMARK**  
**REEL: 004819 FRAME: 0776**

WAVELINK HOLDINGS LLC,  
a Delaware limited liability company

By:   
Name: Mark McBride  
Title: Chief Financial Officer

WAVELINK SOFTWARE LLC,  
a Delaware limited liability company

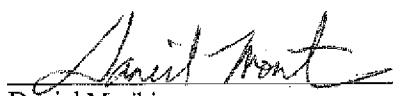
By:   
Name: Mark McBride  
Title: Chief Financial Officer

[Signature Pages Continue]

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Administrative Agent

By:

Name:   
Daniel Morihiro

Title: Director



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications


MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	RECORD OWNER
LANDESK	Argentina	2/27/2004	6/14/2005	2031198	Registered	LANDesk Software Ltd.
LANDESK	Australia	12/10/2009	12/10/2009	1335978	Registered	Crimson Corporation
LANDESK	Australia	2/3/1993	2/3/1993	A595182	Registered	Crimson Corporation
LANDESK	Austria	3/19/1993	2/3/1994	151121	Registered	Crimson Corporation
LANDESK	Benelux	2/2/1993	9/1/1993	R527515	Registered	Crimson Corporation
LANDESK	Brazil	12/30/2004	12/4/2007	826941001	Registered	LANDesk Software, Ltd.
LANDESK	Bulgaria	3/25/1993	6/20/1994	23327	Registered	Crimson Corporation
LANDESK	Canada	12/4/2009	9/30/2010	TMA778583	Registered	Crimson Corporation
LANDESK	Canada	2/2/1993	5/13/1994	TMA427313	Registered	Crimson Corporation
LANDESK	Chile	4/21/2004		644380	Pending	LANDesk Software, Ltd.
LANDESK	China	3/26/1993	7/28/1994	699584	Registered	LANDesk Software, Ltd.  (Note: Name appears in Chinese on registry)
LANDESK	Croatia	3/18/1993	4/29/1997	Z930644	Registered	LANDesk Software, Ltd.
LANDESK	Czech Republic	4/20/1993	4/6/1995	183969	Registered	Crimson Corporation
LANDESK	Denmark	2/2/1993	7/16/1993	VR199305200	Registered	LANDesk Software, Ltd.

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	RECORD OWNER
LANDESK	Ecuador	2/26/1993	5/20/1994	DNPI-1111-94-MICIP	Registered	LANDesk Software, Ltd.
LANDESK	Egypt	2/9/1993	2/3/1996	85866	Registered	LANDesk Software, Ltd.
LANDESK	European Union	12/2/2009	6/2/2010	8729337	Registered	Crimson Corporation
LANDESK	Finland	2/4/1993	2/6/1995	136144	Registered	Crimson Corporation
LANDESK	France	9/29/2003	3/5/2004	33248183	Registered	LANDesk Software, Ltd.
LANDESK	Germany	4/7/2003	10/19/1994	2081459	Registered	Crimson Corporation
LANDESK	Germany	3/20/2000	10/24/2000	30021463	Registered	Crimson Corporation
LANDESK	Hong Kong	12/1/1992	6/14/1995	B4848/1995	Registered	Crimson Corporation
LANDESK	India	12/10/2008	12/10/2008	1762015	Registered	Avocent Asia Pacific Pte. Ltd.
LANDESK	Ireland	2/1/1993	12/1/1992	154283	Registered	Crimson Corporation
LANDESK	Israel	2/4/1993	3/5/1995	86302	Registered	Crimson Corporation
LANDESK	Italy	9/9/2003	6/19/2007	1052576	Registered	LANDesk Software Ltd.
LANDESK	Japan	3/22/1993	4/30/2006	3149981	Registered	Crimson Corp.
LANDESK	Lebanon	4/20/1993	7/3/1997	60436	Registered	LANDesk Software, Ltd.
LANDESK	Malaysia	2/5/1993	8/4/1995	93/00623	Registered	LANDesk Software, Ltd.
LANDESK	Mexico	7/13/2004	12/13/2007	1017727	Registered	LANDesk Software, Ltd.
LANDESK	New Zealand	3/23/1993	6/16/1997	225834	Registered	Crimson Corporation
LANDESK	Norway	2/3/1993	3/24/1994	161968	Registered	Crimson Corporation

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	RECORD OWNER
LANDESK	Pakistan	2/4/1993	8/5/1998	118991	Registered	LANDesk Software, Ltd.
LANDESK	Paraguay	2/18/1993	10/19/2010	283171	Registered	Crimson Corporation
LANDESK	Peru	2/10/1993	10/12/1993	1795	Registered	Crimson Corporation
LANDESK	Poland	2/5/1993	5/10/1994	79532	Registered	Crimson Corporation
LANDESK	Portugal	3/31/1993	5/27/1994	290732	Registered	Crimson Corporation
LANDESK	Singapore	2/2/1993	3/31/1998	T9300739J	Registered	Crimson Corporation
LANDESK	Slovak Republic	4/23/1993	3/10/1994	172376	Registered	Crimson Corporation
LANDESK	Slovenia	4/19/1993	9/16/1997	9370324	Registered	Crimson Corporation
LANDESK	South Korea	3/27/1993	6/28/1994	400292398	Registered	LANDesk Software, Ltd.
LANDESK	Spain	3/18/1993	5/22/1996	1751395	Registered	Crimson Corporation
LANDESK	Sweden	4/7/1993	4/8/1994	257160	Registered	Crimson Corporation
LANDESK	Switzerland	2/2/1993	9/28/1993	405707	Registered	Crimson Corporation
LANDESK	Taiwan	10/23/1993	2/16/1995	670815	Registered	Crimson Corporation
LANDESK	Taiwan	10/23/1993	4/1/1994	638876	Registered	Crimson Corporation
LANDESK	Taiwan	10/23/1993	4/16/1994	641529	Registered	Crimson Corporation
LANDESK	Thailand	2/10/1993	9/15/1994	TM16771	Registered	LANDesk Software, Ltd.
LANDESK	Turkey	2/8/1993	3/8/2004	142699	Registered	Crimson Corporation
LANDESK	U.S.	4/20/2006	6/26/2007	3255563	Registered	Crimson Corporation

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	RECORD OWNER
LANDESK	U.S.	9/9/2009	5/4/2010	3783944	Registered	LANDesk Software Inc.
LANDESK	U.S.	9/20/2000	1/7/2003	2671025	Registered	LANDesk Software Inc.
LANDESK	UK	1/29/1993	11/11/1993	B1525781	Registered	Crimson Corporation
LANDESK	Uruguay	4/2/1993	10/8/1993	350465 [previous registration number 261625]	Pending Renewal	LANDesk Software, Ltd.

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	RECORD OWNER
AVALANCHE	Brazil	1/19/2011		830906894	Pending	Crimson Corporation
AVALANCHE	Canada	1/18/2011		1511691	Pending	Crimson Corporation
WAVELINK	Canada	11/24/1997	3/21/2003	TMA577863	Registered	Crimson Corporation
AVALANCHE	Chile	1/19/2011	11/23/2011	938892	Registered	Crimson Corporation
WAVELINK	European Union	10/23/2000	2/5/2002	1915156	Registered	Crimson Corporation
WAVELINK	France	3/16/1983	3/16/1983	N 1234600	Registered	Crimson Corporation
WAVE LINK	Germany	6/23/1984	8/28/1985	1081096	Registered	Crimson Corporation
AVALANCHE	International Register	1/14/2011	1/14/2011	1065051	Registered	Crimson Corporation
WAVELINK	Japan	1/28/1983	10/27/1987	1991218	Registered	Crimson Corporation
AVALANCHE	Mexico	1/19/2011	5/27/2011	1219358	Registered	Crimson Corporation
WAVE LINK	Switzerland	3/9/1984	10/15/1984	P-332455	Registered	Crimson Corporation

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	RECORD OWNER
AVALANCHE	U.S.	7/19/2010	3/15/2011	3930950	Registered	Crimson Corporation
SOFTWARE THAT KEEPS MOBILE BUSINESS MOVING	U.S.	6/30/2005	9/12/2006	3141524	Registered	Crimson Corporation
W 	U.S.	4/20/2001	11/26/2002	2653644	Registered	Crimson Corporation
WAVELINK	U.S.	6/14/1993	2/27/1996	1959171	Registered	Crimson Corporation
WAVELINK AVALANCHE	U.S.	1/15/2002	8/12/2003	2749502	Registered	Crimson Corporation
WAVELINK MOBILE MANAGER	U.S.	2/12/2001	3/8/2005	2931087	Registered	Crimson Corporation
WAVELINK STUDIO	U.S.	10/9/2000	3/8/2005	2931071	Registered	Crimson Corporation
WAVELINK WIRELESS COMES TOGETHER	U.S.	1/4/2001	7/20/2004	2863975	Registered	Crimson Corporation
WIRELESS COMES TOGETHER	U.S.	2/2/2001	9/10/2002	2617168	Registered	Crimson Corporation

Trade Names

None.

Common Law Trademarks

None.