

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VMWare, Inc.		04/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LANDesk Software, Inc.		
Street Address:	698 West 10000 South, Suite 500		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3980901		
Registration Number:	3238535	ACTIVE VULNERABILITY MANAGEMENT	
Registration Number:	3854950	SCUPDATES	
Registration Number:	3948762	IT.SHAVLIK.COM	
Registration Number:	3243921	SHAVLIK NETCHK	
Registration Number:	2488207	SHAVLIK	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$165.00 3980901

TRADEMARK

ATTORNEY DOCKET NUMBER:	12075-11 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	05/21/2013
Total Attachments: 5 source=Project Shasta - Trademark Assignment Agreement (EXECUTED)_(25746654_1)#page1.tif source=Project Shasta - Trademark Assignment Agreement (EXECUTED)_(25746654_1)#page2.tif source=Project Shasta - Trademark Assignment Agreement (EXECUTED)_(25746654_1)#page3.tif source=Project Shasta - Trademark Assignment Agreement (EXECUTED)_(25746654_1)#page4.tif source=Project Shasta - Trademark Assignment Agreement (EXECUTED)_(25746654_1)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into on April 8, 2013 by and between VMware, Inc., a Delaware corporation (“Assignor”), and LANDesk Software, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith by and between Assignor, Assignee and VMware Bermuda Limited (“Purchase Agreement”); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and common law rights thereto (hereinafter the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee is desirous of acquiring said rights in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and all rights for recovery, damages and profits for past, present and future infringements, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith. Assignor further covenants and agrees that it will sign all lawful papers, make all rightful oaths, and generally do everything possible to aid said Assignee, its successors, legal representatives and assigns, as reasonably necessary to complete and perfect the transfer of said Trademarks in all countries.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this agreement shall not waive any of its rights under such terms or provisions. This agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

[Signature pages follow]

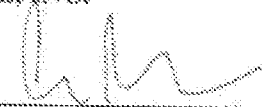
IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:

VMWARE, INC.

Date: April 5, 2013

By:
Name:
Title:



Craig Morris
VP + Tech. Secretary

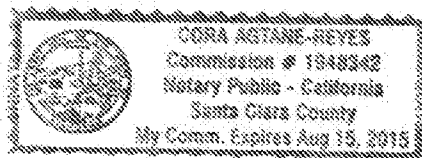
State of California }
County of San Clara } SS.:

On April 5, 2013, before me, Cora Astane-Reyes personally appeared Craig Morris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal





Trademark Assignment Agreement - Signature Page

ASSIGNEE:

LANDESK SOFTWARE, INC.

Date: April 8,....., 2013

By:



Name: Mark McBride


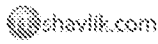
Title: Chief Financial Officer

Trademark Assignment Agreement - Signature Page

TRADEMARK
REEL: 005032 FRAME: 0387

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Application No. and Filing Date	Registration No. and Date
	85/142,427 9/20/2010	3,980,901 5/21/2011
ACTIVE VULNERABILITY MANAGEMENT	78/957,739 8/22/06	3,238,535 5/1/2007
SCUPDATES	77/892,565 12/14/2009	3,854,950 5/4/2010
 shavlik.com	77/890,513 12/10/2009	3,948,762 4/19/2001
SHAVLIK NETCHK	78/761,292 11/28/2005	3,243,921 5/22/2007
SHAVLIK	75/589,086 8/23/2012	2,488,207 9/11/2001