

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LANDesk Software, Inc.		04/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Crimson Corp.
Street Address:	c/o LANDesk Software, Inc.
Internal Address:	698 West 10000 South
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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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

CH \$165.00 3980901

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	12075-11 RMP
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NAME OF SUBMITTER:	Renee M. Prescan
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Signature:	/Renee M. Prescan/
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Date:	05/21/2013
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 8, 2013 ("Effective Date") by and between **LANDesk Software, Inc.**, a Delaware corporation ("Assignor"), and **Crimson Corp.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, of even date herewith, by and between Assignor, VMware, Inc. and VMware Bermuda Limited ("Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor acquired the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, the Marks, together with certain other intellectual property assets (collectively, the "IP Assets"), in exchange for satisfaction in full and cancellation of that certain Promissory Note, dated as of the date hereof, made by Assignor in favor of Assignee (the "Consideration").

WHEREAS, immediately following the consummation of this Assignment, the non-Americas exploitation rights associated with the Marks will be licensed from Assignee to LANDesk International Limited, together with certain other intellectual property assets, in exchange for satisfaction in full and cancellation of that certain Promissory Note, dated as of the date hereof, made by Assignee in favor of LANDesk International Limited.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full

right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Assignor and Assignee may conduct a valuation of the IP Assets following the date of this Assignment. To the extent that the initial valuation of the IP Assets as of the date of this Assignment is inconsistent with such valuation (the "Final Valuation"), Assignor and Assignee will adjust the Consideration accordingly, through the payment of cash, issuance of a promissory note, settlement of existing intercompany payables or receivables or otherwise, to be consistent with the Final Valuation. Any such adjustment will be effective as of the date of this Assignment

This Assignment 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 Assignment 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 Assignment.

* * * * *

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

LANDESK SOFTWARE, INC.



Name: Mark McBride

Title: Chief Financial Officer

CRIMSON CORP.





Name: Mark McBride

Title: Chief Financial Officer

[Signature page to Trademark Assignment]

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