TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMC Software, Inc.		09/10/2013	CORPORATION: DELAWARE
Numara Software, Inc.		09/10/2013	CORPORATION: DELAWARE
Bladelogic, Inc.		09/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent
Street Address:	7033 Louis Stephens Drive
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Serial Number:	74625833	ACTION REQUEST SYSTEM
Serial Number:	77005159	ACTIVATE BUSINESS WITH THE POWER OF I.T.
Serial Number:	78663040	ALIGNABILITY
Serial Number:	74516921	ALTER
Serial Number:	74644074	AR SYSTEM
Serial Number:	76316565	BLADELOGIC
Serial Number:	74280316	BLUE OCEAN SOFTWARE
Serial Number:	76250242	BMC
Serial Number:	78545061	BMC ATRIUM
Serial Number:	77005183	BMC ATRIUM ACTIVATED
Serial Number:	77005181	BMC ATRIUM
Serial Number:	75714351	BMC SOFTWARE
Serial Number:	74724420	BMC SOFTWARE

OP $2340.00 74625833

Serial Number:	75716094	BMC SOFTWARE
Serial Number:	75691982	BMCSOFTWARE
Serial Number:	75691981	BMCSOFTWARE
Serial Number:	77005186	BMCUSERWORLD
Serial Number:	85109256	BUSINESS RUNS ON I.T. I.T. RUNS ON BMC
Serial Number:	85049770	BUSINESS RUNS ON I.T. I.T. RUNS ON BMC
Serial Number:	73161057	CMF
Serial Number:	74208999	CONTROL-D
Serial Number:	76371489	CONTROL-M
Serial Number:	74210276	CONTROL-O
Serial Number:	74656639	CONTROL-SA
Serial Number:	74342740	CONTROL-T
Serial Number:	74644684	CONTROL V
Serial Number:	76144109	CORADIANT
Serial Number:	73751931	DATA PACKER
Serial Number:	76669319	DATABASE DIRECTOR
Serial Number:	76402743	DATAFLOW STUDIO
Serial Number:	73751932	DELTA IMS
Serial Number:	77005163	
Serial Number:	75694250	
Serial Number:	75694274	
Serial Number:	76678803	ECLIPSE IBUILD
Serial Number:	76669320	ECLIPSE ICHANGE
Serial Number:	76669326	ECLIPSE ICHECK
Serial Number:	76669316	ECLIPSE ICOPY
Serial Number:	76678798	ECLIPSE IEXTRACT
Serial Number:	76678796	ECLIPSE ILM
Serial Number:	76669317	ECLIPSE ILOAD
Serial Number:	76669315	ECLIPSE IRECOVER
Serial Number:	76665322	ECLIPSE IREPAIR
Serial Number:	76678805	ECLIPSE ISURVEY
Serial Number:	76678799	ECLIPSE IUNLOAD
Serial Number:	74423399	ENERGIZER
Serial Number:	74656641	ENTERPRISE SECURITYSTATION
Serial Number:	73781308	EXTENDED COMPRESSION ARCHITECTURE

	74686315	FLASHBOARDS
Serial Number:	75124131	FOOTPRINTS
Serial Number:	76665309	HALO
Serial Number:	75751633	INCONTROL
Serial Number:	74221353	INTEGRATED OPERATIONS ARCHITECTURE
Serial Number:	74140546	IOA
Serial Number:	75773808	KNOWLEDGE MODULE
Serial Number:	76678797	LIGHTNING EXTEND INSTANT
Serial Number:	76678802	LIGHTNING EXTEND ONLINE
Serial Number:	76665314	LIGHTNING UTILITIES
Serial Number:	76665315	LIGHTNING X
Serial Number:	75829301	LOADPLUS
Serial Number:	75798543	MAINVIEW
Serial Number:	74027168	MAINVIEW
Serial Number:	75798541	MAXM
Serial Number:	76669325	MISSION CONTROL
Serial Number:	86028901	MYIT
Serial Number:	86028885	MYIT
Serial Number:	85623598	MYIT
Serial Number:	85624141	MYIT
Serial Number:	78764325	NUMARA
Serial Number:	78769966	NUMARA SOFTWARE
Serial Number:	74188464	OPERTUNE
Serial Number:	75696223	PATROL
Serial Number:	74724425	PATROL
Serial Number:	75722969	PATROL
Serial Number:	74500751	PERFORMANCE ASSURANCE
Serial Number:	74728429	POINTER CHECKER PLUS
Serial Number:	75736551	PROACTIVENET
Serial Number:	75736692	PROACTIVENET
Serial Number:	75306033	Q PASA!
Serial Number:	76523726	Q NAMI!
Serial Number:	74724415	R+/CHANGE ACCUM
Serial Number:	73597291	REMEDY
Serial Number:	76166283	REMEDY

	85684339	REMEDYFORCE
Serial Number:	77708193	SERVICE DESK ON THE GO
Serial Number:	78176385	SQL-BACKTRACK
Serial Number:	74506307	SQL-PROGRAMMER
Serial Number:	73751810	SUPEROPTIMIZER
Serial Number:	85661489	TRACK-IT!
Serial Number:	74280315	TRACK-IT!
Serial Number:	77277431	TRUESIGHT
Serial Number:	74352785	UNLOAD PLUS
Serial Number:	73781309	XCA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/Marina Kelly THOMSON REUTERS/
Date:	09/11/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

WHEREAS, BMC SOFTWARE, INC., a Delaware corporation ("**BMC Software**"), **NUMARA SOFTWARE, INC.**, a Delaware corporation ("**Numara**") and **BLADELOGIC, INC.**, a Delaware corporation ("**BladeLogic**" and together with BMC Software and Numara, collectively, the "**Grantor**"), own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of September 10, 2013 (the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this "**Agreement**").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, 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 a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**");

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) 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 the 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; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

TRADEMARK
REEL: 005111 FRAME: 0740

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 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 the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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TRADEMARK
REEL: 005111 FRAME: 0741

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BMC SOFTWARE, INC.

By: _____
Name: Stephen B. Solcher
Title: Chief Financial Officer

NUMARA SOFTWARE, INC.
BLADELOGIC, INC.

By: _____
Name: Stephen B. Solcher
Title: President

TRADEMARK
REEL: 005111 FRAME: 0742

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as the Collateral Agent

By: _____
Name: John D. Toronto
Title: Authorized Signatory

By: _____
Name: Tyler R. Smith
Title: Authorized Signatory

[signature page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
ACTION REQUEST SYSTEM	U.S.	74/625833 1/26/1995	2072981 6/24/1997	BMC Software, Inc.
ACTIVATE BUSINESS WITH THE POWER OF I.T.	U.S.	77/005159 9/22/2006	3267307 7/24/2007	BMC Software, Inc.
ALIGNABILITY	U.S.	78/663040 7/1/2005	3109232 6/27/2006	BMC Software, Inc.
ALTER	U.S.	74/516921 4/25/1994	1887028 4/4/1995	BMC Software, Inc.
AR SYSTEM	U.S.	74/644074 3/9/1995	2276944 9/14/1999	BMC Software, Inc.
BLADELOGIC	U.S.	76/316565 9/25/2001	2705349 4/8/2003	BladeLogic, Inc.
BLUE OCEAN SOFTWARE	U.S.	74/280316 6/1/1992	1790802 8/31/1993	Numara Software, Inc.
BMC	U.S.	76/250242 4/30/2001	2608243 8/13/2002	BMC Software, Inc.
BMC ATRIUM	U.S.	78/545061 1/10/2005	3446484 6/10/2008	BMC Software, Inc.
BMC ATRIUM ACTIVATED and Design	U.S.	77/005183 9/22/2006	3456202 7/1/2008	BMC Software, Inc.
BMC ATRIUM and Design	U.S.	77/005181 9/22/2006	3383828 9/22/2006	BMC Software, Inc.
BMC SOFTWARE	U.S.	75/714351 5/26/1999	2427989 2/13/2001	BMC Software, Inc.
BMC SOFTWARE	U.S.	74/724420 9/1/1995	2001227 9/17/1996	BMC Software, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
BMC SOFTWARE	U.S.	75/716094 5/27/1999	2377242 8/15/2000	BMC Software, Inc.
BMCSOFTWARE and Design bmcsoftware	U.S.	75/691982 4/26/1999	2458178 6/5/2001	BMC Software, Inc.
BMCSOFTWARE and Design bmcsoftware	U.S.	75/691981 4/26/1999	2567880 5/7/2002	► BMC Software, Inc.
BMCUSERWORLD	U.S.	77/005186 9/22/2006	3267310 7/24/2007	BMC Software, Inc.
BUSINESS RUNS ON I.T. I.T. RUNS ON BMC	U.S.	85/109256 8/17/2010	3923188 2/22/2011	BMC Software, Inc.
BUSINESS RUNS ON I.T. I.T. RUNS ON BMC	U.S.	85/049770 5/27/2010	3925086 3/1/2011	BMC Software, Inc.
CMF	U.S.	73/161057 3/6/1978	1119132 3/6/1978	BMC Software, Inc.
CONTROL-D	U.S.	74/208999 10/2/1991	1742863 12/19/1992	BMC Software, Inc.
CONTROL-M	U.S.	76/371489 2/14/2002	3109626 6/27/2006	BMC Software, Inc.
CONTROL-O	U.S.	74/210276 10/2/1991	1902409 7/4/1995	BMC Software, Inc.
CONTROL-SA	U.S.	74/656639 4/6/1995	2234498 3/23/1999	BMC Software, Inc.
CONTROL-T	U.S.	74/342740 12/23/1992	1930132 10/24/1995	BMC Software, Inc.
CONTROL-V	U.S.	74/644684 3/6/1995	2024905 12/24/1996	BMC Software, Inc.
CORADIANT	U.S.	76/144109 10/10/2000	2787884 12/2/2003	BladeLogic, Inc.
DATA PACKER	U.S.	73/751931 9/14/1988	1675707 2/18/1992	BMC Software, Inc.
DATABASE DIRECTOR	U.S.	76/669319 11/21/2006	3289432 9/11/2007	BMC Software, Inc.
DATAFLOW STUDIO (Stylized) DATAFLOW Studio	U.S.	76/402743 5/2/2002	2848447 6/1/2004	BMC Software, Inc.
DELTA IMS	U.S.	73/751932 9/14/1988	1541353 5/30/1989	BMC Software, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
Design (Triangle)	U.S.	77/005163 9/22/2006	3270909 7/31/2007	BMC Software, Inc.
Design (Triangles)	U.S.	75/694250 4/27/1999	2420041 1/9/2001	BMC Software, Inc.
Design (Triangles)	U.S.	75/694274 4/27/1999	2449887 5/8/2001	BMC Software, Inc.
ECLIPSE iBUILD	U.S.	76/678803 6/27/2007	3494393 9/2/2008	BMC Software, Inc.
ECLIPSE iCHANGE	U.S.	76/669320 11/21/2006	3257547 7/3/2007	BMC Software, Inc.
ECLIPSE iCHECK	U.S.	76/669326 11/21/2006	3257548 7/3/2007	BMC Software, Inc.
ECLIPSE iCOPY	U.S.	76/669316 11/21/2006	3692931 10/6/2009	BMC Software, Inc.
ECLIPSE iEXTRACT	U.S.	76/678798 6/27/2007	3482816 8/12/2008	BMC Software, Inc.
ECLIPSE iLM	U.S.	76/678796 6/27/2007	3478560 8/5/2008	BMC Software, Inc.
ECLIPSE iLOAD	U.S.	76/669317 11/21/2006	3734533 1/5/2010	BMC Software, Inc.
ECLIPSE iRECOVER	U.S.	76/669315 11/21/2006	3257546 7/3/2007	BMC Software, Inc.
ECLIPSE IREPAIR	U.S.	76/665322 8/29/2006	3692928 10/6/2009	BMC Software, Inc.
ECLIPSE iSURVEY	U.S.	76/678805 6/27/2007	3494394 9/2/2008	BMC Software, Inc.
ECLIPSE iUNLOAD	U.S.	76/678799 6/27/2007	3494392 6/27/2007	BMC Software, Inc.
ENERGIZER	U.S.	74/423399 8/10/1993	1963579 3/19/1996	BMC Software, Inc.
ENTERPRISE SECURITYSTATION	U.S.	74/656641 4/6/1995	2226413 2/23/1999	BMC Software, Inc.
EXTENDED COMPRESSION ARCHITECTUR	U.S.	73/781308 2/17/1989	1591772 4/17/1990	BMC Software, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
FLASHBOARDS	U.S.	74/686315 6/8/1995	2041641 3/4/1997	BMC Software, Inc.
FOOTPRINTS	U.S.	75/124131 6/24/1996	2135007 2/3/1998	Numara Software, Inc.
HALO	U.S.	76/665309 8/29/2006	3705665 11/3/2009	BMC Software, Inc.
INCONTROL	U.S.	75/751633 7/15/1999	2686919 2/11/2003	BMC Software, Inc.
INTEGRATED OPERATIONS ARCHITECTURE	U.S.	74/221353 11/13/1991	1772824 5/25/1993	BMC Software, Inc.
IOA	U.S.	74/140546 2/19/1991	1723355 10/13/1992	BMC Software, Inc.
KNOWLEDGE MODULE	U.S.	75/773808 8/11/1999	2476483 8/11/1999	BMC Software, Inc.
LIGHTNING EXTEND INSTANT	U.S.	76/678797 6/27/2007	3494391 9/2/2008	BMC Software, Inc.
LIGHTNING EXTEND ONLINE	U.S.	76/678802 6/27/2007	3482817 8/12/2008	BMC Software, Inc.
LIGHTNING UTILITIES	U.S.	76/665314 8/29/2006	3754996 3/2/2010	BMC Software, Inc.
LIGHTNING X	U.S.	76/665315 8/29/2006	3767756 3/30/2010	BMC Software, Inc.
LOADPLUS	U.S.	75/829301 10/22/1999	2377737 8/15/2000	BMC Software, Inc.
MAINVIEW	U.S.	75/798543 9/9/1999	2567978 5/7/2002	BMC Software, Inc.
MAINVIEW	U.S.	74/027168 2/8/1990	1851040 8/23/1994	BMC Software, Inc.
MAXM	U.S.	75/798541 9/9/1999	2468418 7/10/2001	BMC Software, Inc.
MISSION CONTROL	U.S.	76/669325 11/21/2006	3284269 8/28/2007	BMC Software, Inc.
MYIT	U.S.	86/028901 8/5/2013	—	BMC Software, Inc.
MYIT	U.S.	86/028885 8/5/2013	—	BMC Software, Inc.
MYIT	U.S.	85/623598 5/11/2012	4397227 9/3/2013	BMC Software, Inc.
MYIT	U.S.	85/624141 5/14/2012	4397233 9/3/2013	BMC Software, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
NUMARA	U.S.	78/764325 12/1/2005	3299604 9/25/2007	Numara Software, Inc.
NUMARA SOFTWARE and Design NUMARA	U.S.	78/769966 12/9/2005	3299631 9/25/2007	Numara Software, Inc.
OPERTUNE	U.S.	74/188464 7/25/1991	1744337 1/5/1993	BMC Software, Inc.
PATROL	U.S.	75/696223 5/3/1999	2467006 7/10/2001	BMC Software, Inc.
PATROL	U.S.	74/724425 9/1/1995	2001229 9/17/1996	BMC Software, Inc.
PATROL	U.S.	75/722969 6/7/1999	2577035 6/11/2002	BMC Software, Inc.
PERFORMANCE ASSURANCE	U.S.	74/500751 3/14/1994	2048376 3/25/1997	BMC Software, Inc.
POINTER CHECKER PLUS	U.S.	74/728429 9/13/1995	2002876 9/24/1996	BMC Software, Inc.
PROACTIVENET	U.S.	75/736551 6/24/1999	2466446 7/3/2001	BMC Software, Inc.
PROACTIVENET	U.S.	75/736692 6/24/1999	2437604 3/20/2001	BMC Software, Inc.
Q PASA!	U.S.	75/306033 5/27/1997	2208354 12/8/1998	BMC Software, Inc.
QNAMI! (Stylized) QNami!	U.S.	76/523726 6/11/2003	2929417 3/1/2005	BMC Software, Inc.
R+/CHANGE ACCUM	U.S.	74/724415 9/1/1995	2001225 9/17/1996	BMC Software, Inc.
REMEDY	U.S.	73/597291 5/7/1986	1447196 7/14/1987	BMC Software, Inc.
REMEDY	U.S.	76/166283 11/14/2000	3328177 11/6/2007	BMC Software, Inc.
REMEDYFORCE	U.S.	85/684339 7/23/2012	4352891 6/18/2013	BMC Software, Inc. and Salesforce.com, Inc.
SERVICE DESK ON THE GO	U.S.	77/708193 4/7/2009	3801879 6/15/2010	Numara Software, Inc.
SQL-BACKTRACK	U.S.	78/176385 10/21/2002	2991592 9/6/2005	BMC Software, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
SQL-PROGRAMMER	U.S.	74/506307 3/29/1994	1909531 8/1/1995	BMC Software, Inc.
SUPEROPTIMIZER	U.S.	73/751810 9/14/1988	1561889 10/24/1989	BMC Software, Inc.
TRACI-IT!	U.S.	85/661489 6/26/2012	4286112 2/5/2013	Numara Software, Inc.
TRACK-IT!	U.S.	74/280315 6/1/1992	1748294 1/26/1993	Numara Software, Inc.
TRUSIGHT	U.S.	77/277431 9/12/2007	3430658 5/20/2008	BladeLogic, Inc.
UNLOAD PLUS	U.S.	74/352785 1/27/1993	1797646 10/12/1993	BMC Software, Inc.
XCA	U.S.	73/781309 2/17/1989	15680678 10/17/1989	BMC Software, Inc.