

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crimson Corporation		02/25/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3980901	
Registration Number:	3238535	ACTIVE VULNERABILITY MANAGEMENT
Registration Number:	3930950	AVALANCHE
Registration Number:	3948762	IT.SHAVLIK.COM
Registration Number:	3255563	LANDESK
Registration Number:	3783944	LANDESK
Registration Number:	2671025	LANDESK
Registration Number:	3437641	MANAGED PLANET CONTROL YOUR JUNGLE
Registration Number:	3854950	SCUPDATES
Registration Number:	2488207	SHAVLIK
Registration Number:	3243921	SHAVLIK NETCHK
Registration Number:	2653644	W
Registration Number:	1959171	WAVELINK
Registration Number:	2749502	WAVELINK AVALANCHE

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Registration Number:	2931087	WAVELINK MOBILE MANAGER
Registration Number:	2931071	WAVELINK STUDIO
Registration Number:	2863975	WAVELINK WIRELESS COMES TOGETHER
Registration Number:	2617168	WIRELESS COMES TOGETHER
Serial Number:	86148585	
Serial Number:	86145225	LANDESK

**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.*

Phone: 2149693641

Email: aashley@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	175274-635076
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NAME OF SUBMITTER:	David L. Odom
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Signature:	/David L. Odom/
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Date:	02/25/2014
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 25, 2014 (this "Trademark Security Agreement"), by and among Crimson Corporation (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with any successor thereof, the "Administrative Agent") pursuant to that certain Second Lien Credit Agreement, dated as of February 25, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Landslide Holdings, Inc., a Delaware corporation ("Borrower"), LANDesk Group, Inc., a Delaware corporation ("Holdings"), the lenders from time to time party thereto and the Administrative Agent.

### WITNESSETH:

WHEREAS, Pledgor is a party to that certain Second Lien Guaranty and Collateral Agreement dated as of February 25, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the ratable benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under Applicable Law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Pledgor of a security interest therein would result in loss by such Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement, and the Pledgor 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full and in cash (other than contingent indemnification and expense reimbursement obligations that, pursuant to the terms of the Second Lien Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Collateral Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

**CRIMSON CORPORATION,**  
a Delaware corporation

By: 

Name: Mark C. McBride

Title: Chief Financial Officer

Accepted and Agreed:



**JEFFERIES FINANCE LLC,**  
as Administrative Agent

By:   
Name: J. Paul McDonnell  
Title: Managing Director

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT


UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	OWNER
	U.S.	9/30/2010	6/21/2011	3980901	Registered	Crimson Corp.
ACTIVE VULNERABILITY MANAGEMENT	U.S.	8/22/2006	5/01/2007	3238535	Registered	Crimson Corp.
AVALANCHE	U.S.	7/19/2010	3/15/2011	3930950	Registered	Crimson Corporation
IT.SHAVLIK.COM	U.S.	12/10/2009	4/19/2011	3948762	Registered	Crimson Corp.
LANDESK	U.S.	4/20/2006	6/26/2007	3255563	Registered	Crimson Corporation
LANDESK	U.S.	9/9/2009	5/4/2010	3783944	Registered	Crimson Corporation
LANDESK	U.S.	9/20/2000	1/7/2003	2671025	Registered	Crimson Corporation
MANAGED PLANET CONTROL YOUR JUNGLE	U.S.	12/21/2004	5/27/2008	3437641	Registered	Crimson Corporation
SCUPDATES	U.S.	12/14/2009	9/28/2010	3854950	Registered	Crimson Corp.
SHAVLIK	U.S.	11/16/1998	9/11/2001	2488207	Registered	Crimson Corp.
SHAVLIK NETCHK	U.S.	11/28/2005	5/22/2007	3243921	Registered	Crimson Corp.
W 	U.S.	4/20/2001	11/26/2002	2653644	Registered	Crimson Corporation

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	OWNER
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

United States Trademark Applications:

MARK	COUNTRY	FILING DATE	REG. DATE	SER. NO. / REG. NO.	STATUS	OWNER
	U.S.	12/19/2013		86/148585	Pending	Crimson Corp.
LANDESK	U.S.	12/16/2013	Pending	86145225	Pending	Crimson Corporation