

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Micro Focus IP Development Limited		11/20/2014	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	555 California Street, 4th Floor
Internal Address:	Mail Code: CA5-705-04-09
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104-1503
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	4591168	MICRO FOCUS
Registration Number:	4141946	MODERNIZATION WORKBENCH
Registration Number:	3890612	VISUAL COBOL
Registration Number:	3621618	LIBRADOS
Registration Number:	3524745	INCREMENTAL SOA
Registration Number:	3264766	OPTIMAL TRACE
Registration Number:	3145009	ENTERPRISELINK
Registration Number:	3109203	ANIMATOR
Registration Number:	3050869	DEVPARTNER
Registration Number:	2974847	MODERNIZATION WORKBENCH
Registration Number:	3006952	QADIRECTOR
Registration Number:	2861644	ARTIX
Registration Number:	2901101	ACUSERVER
Registration Number:	2688676	ACUCOBOL-GT
Registration Number:	2527294	TRACKRECORD
Registration Number:	2514164	VIEWNOW
Registration Number:	2548733	NET EXPRESS
Registration Number:	2308903	QUALITYPOINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2418604	ACU4GL
Registration Number:	2280944	NETEXPRESS
Registration Number:	2404568	MAINFRAME EXPRESS
Registration Number:	2249183	ONWEB
Registration Number:	2425476	ACUCONNECT
Registration Number:	2507350	ACUCORP
Registration Number:	2184139	BOUNDSCHECKER
Registration Number:	2205534	SOFTICE
Registration Number:	2167333	QALOAD
Registration Number:	2197133	IONA
Registration Number:	2219427	ACUODBC
Registration Number:	2272500	QACENTER
Registration Number:	2070353	QARUN
Registration Number:	1928271	
Registration Number:	1928268	NETMANAGE
Registration Number:	2030589	RELATIVITY
Registration Number:	1922648	ONESTEP
Registration Number:	1990276	OPEN PL/I
Registration Number:	1845499	RM/PANELS
Registration Number:	1855121	ORBIX
Registration Number:	1803667	REVOLVE
Registration Number:	1692496	COBOL WORKBENCH
Registration Number:	1610478	RUMBA
Registration Number:	1641077	VISUAL
Registration Number:	1546252	CODEWATCH
Registration Number:	1551629	RM/INFOEXPRESS
Registration Number:	1565542	RM
Registration Number:	1533970	RM/COBOL
Registration Number:	1461698	MICRO FOCUS

CORRESPONDENCE DATA

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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

Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK

REEL: 005516 FRAME: 0212

ATTORNEY DOCKET NUMBER:	42131-6 RMP
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	05/13/2015

Total Attachments: 7

source=Minerva - Trademark Security Agreement (UK) 11-20-2014 (EXECUTED)_ (34115990_1)#page1.tif
source=Minerva - Trademark Security Agreement (UK) 11-20-2014 (EXECUTED)_ (34115990_1)#page2.tif
source=Minerva - Trademark Security Agreement (UK) 11-20-2014 (EXECUTED)_ (34115990_1)#page3.tif
source=Minerva - Trademark Security Agreement (UK) 11-20-2014 (EXECUTED)_ (34115990_1)#page4.tif
source=Minerva - Trademark Security Agreement (UK) 11-20-2014 (EXECUTED)_ (34115990_1)#page5.tif
source=Minerva - Trademark Security Agreement (UK) 11-20-2014 (EXECUTED)_ (34115990_1)#page6.tif
source=Minerva - Trademark Security Agreement (UK) 11-20-2014 (EXECUTED)_ (34115990_1)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 20, 2014, is made by Micro Focus IP Development Limited (the “**Grantor**”) in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below).

WHEREAS, the Grantor is party to a Security Agreement (i.e., the UK Collateral Agreement (as defined in the Credit Agreement defined below)), dated as of November 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and in connection therewith has decided that it is desirable to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in that certain Credit Agreement, dated as of November 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Micro Focus International PLC, a company incorporated under the laws of England and Wales, Micro Focus Group Limited, a company incorporated under the laws of England and Wales, MA FinanceCo., LLC, the lender party thereto and Bank of America, N.A., as administrative agent and collateral agent shall have the meaning given to them in the Credit 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, the Grantor hereby grants to the Collateral Agent a security interest in all of the 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:

1. 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 the Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
2. all goodwill of the Grantor’s business symbolized by the Trademarks associated therewith;

3. 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
4. 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.

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.

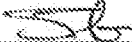
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (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.

[The remainder of this page is intentionally left blank.]

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.

**MICRO FOCUS IP DEVELOPMENT
LIMITED,**
as Grantor

By:  _____
Name: Graham Norton
Title: Director

Accepted and Agreed:

BANK OF AMERICA, N.A.
as the Collateral Agent

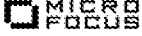
By: Anthea Del Bianco


Name: Anthea Del Bianco

Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Grantor
MICRO FOCUS and Design 	U.S.	85/903885 4/15/2013	4591168 8/26/2014	Micro Focus IP Development Limited (UK)
MODERNIZATION WORKBENCH	U.S.	85/413831 9/2/2011	4141946 5/15/2012	Micro Focus IP Development Limited (UK)
VISUAL COBOL	U.S.	77/568281 9/11/2008	3890612 12/14/2010	Micro Focus IP Development Limited (UK)
LIBRADOS	U.S.	77/411560 3/3/2008	3621618 5/19/2009	Micro Focus IP Development Limited (UK)
INCREMENTAL SOA	U.S.	77/065646 12/15/2006	3524745 10/28/2008	Micro Focus IP Development Limited (UK)
OPTIMAL TRACE	U.S.	78/947005 8/8/2006	3264766 7/17/2007	Micro Focus IP Development Limited (UK)
MICRO FOCUS STUDIO (Stylized) MICRO FOCUS STUDIO	U.S. International Register	79/029952 4/11/2006	3431389 5/20/2008	Micro Focus IP Development Limited (UK)
MICRO FOCUS SERVER (Stylized) MICRO FOCUS SERVER	U.S. International Register	79/029953 4/11/2006	3431390 5/20/2008	Micro Focus IP Development Limited (UK)
ENTERPRISELINK	U.S.	78/705623 9/1/2005	3145009 9/19/2006	Micro Focus IP Development Limited (UK)
ANIMATOR	U.S.	78/655175 6/21/2005	3109203 6/27/2006	Micro Focus IP Development Limited (UK)
DEVPARTNER	U.S.	78/626314 5/10/2005	3050869 1/24/2006	Micro Focus IP Development Limited (UK)
MODERNIZATION WORKBENCH	U.S.	78/305732 9/26/2003	2974847 7/19/2005	Micro Focus IP Development Limited (UK)
QADIRECTOR	U.S.	76/551268 9/24/2003	3006952 10/18/2005	Micro Focus IP Development Limited (UK)
ARTIX	U.S.	78/234013 4/4/2003	2861644 7/6/2004	Micro Focus IP Development Limited (UK)
ACUSERVER	U.S.	76/418201 6/3/2002	2901101 11/9/2004	Micro Focus IP Development Limited (UK)

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Grantor
ACUCOBOL-GT	U.S.	76/420329 6/3/2002	2688676 2/18/2003	Micro Focus IP Development Limited (UK)
TRACKRECORD	U.S.	76/195082 1/17/2001	2527294 1/8/2002	Micro Focus IP Development Limited (UK)
VIEWNOW	U.S.	75/897669 1/18/2000	2514164 12/4/2001	Micro Focus IP Development Limited (UK)
NET EXPRESS	U.S.	75/652089 3/2/1999	2548733 3/19/2002	Micro Focus IP Development Limited (UK)
QUALITYPOINT	U.S.	75/558989 9/25/1998	2308903 1/18/2000	Micro Focus IP Development Limited (UK)
ACU4GL	U.S.	75/544478 8/28/1998	2418604 1/9/2001	Micro Focus IP Development Limited (UK)
NETEXPRESS	U.S.	75/468262 4/15/1998	2280944 9/28/1999	Micro Focus IP Development Limited (UK)
MAINFRAME EXPRESS	U.S.	75/463063 4/6/1998	2404568 11/14/2000	Micro Focus IP Development Limited (UK)
ONWEB	U.S.	75/416677 1/12/1998	2249183 6/1/1999	Micro Focus IP Development Limited (UK)
ACUCONNECT	U.S.	75/405306 12/15/1997	2425476 1/30/2001	Micro Focus IP Development Limited (UK)
ACUCORP	U.S.	75/405307 12/15/1997	2507350 11/13/2001	Micro Focus IP Development Limited (UK)
BOUNDSCHECKER	U.S.	75/363371 9/25/1997	2184139 8/25/1998	Micro Focus IP Development Limited (UK)
SOFTICE	U.S.	75/363372 9/25/1997	2205534 11/24/1998	Micro Focus IP Development Limited (UK)
QALOAD	U.S.	75/274068 4/14/1997	2167333 6/23/1998	Micro Focus IP Development Limited (UK)
IONA	U.S.	75/236030 2/4/1997	2197133 10/20/1998	Micro Focus IP Development Limited (UK)
ACUODBC	U.S.	75/191569 10/28/1996	2219427 1/19/1999	Micro Focus IP Development Limited (UK)
QACENTER	U.S.	74/690012 6/15/1995	2272500 8/24/1999	Micro Focus IP Development Limited (UK)
QARUN	U.S.	74/651323 3/24/1995	2070353 6/10/1997	Micro Focus IP Development Limited (UK)
Design Only 	U.S.	74/598691 11/14/1994	1928271 10/17/1995	Micro Focus IP Development Limited (UK)

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Grantor
NETMANAGE	U.S.	74/598661 11/14/1994	1928268 10/17/1995	Micro Focus IP Development Limited (UK)
RELATIVITY	U.S.	74/521203 5/6/1994	2030589 1/14/1997	Micro Focus IP Development Limited (UK)
ONESTEP	U.S.	74/520160 4/26/1994	1922648 9/26/1995	Micro Focus IP Development Limited (UK)
OPEN PL/I	U.S.	74/502179 3/16/1994	1990276 7/30/1996	Micro Focus IP Development Limited (UK)
RM/PANELS	U.S.	74/438926 9/22/1993	1845499 7/19/1994	Micro Focus IP Development Limited (UK)
ORBIX	U.S.	74/365831 3/5/1993	1855121 9/20/1994	Micro Focus IP Development Limited (UK)
REVOLVE	U.S.	74/288492 6/26/1992	1803667 11/9/1993	Micro Focus IP Development Limited (UK)
COBOL WORKBENCH	U.S.	74/020066 1/17/1990	1692496 6/9/1992	Micro Focus IP Development Limited (UK)
RUMBA	U.S.	74/004385 11/21/1989	1610478 8/21/1990	Micro Focus IP Development Limited (UK)
VISUAL	U.S.	73/808455 6/22/1989	1641077 4/16/1991	Micro Focus IP Development Limited (UK)
CODEWATCH	U.S.	73/765006 11/21/1988	1546252 7/4/1989	Micro Focus IP Development Limited (UK)
RM/INFOEXPRESS	U.S.	73/646058 2/24/1987	1551629 8/15/1989	Micro Focus IP Development Limited (UK)
RM	U.S.	73/646060 2/24/1987	1565542 11/14/1989	Micro Focus IP Development Limited (UK)
RM/COBOL	U.S.	73/646030 2/24/1987	1533970 4/11/1989	Micro Focus IP Development Limited (UK)
MICRO FOCUS	U.S.	73/580086 1/27/1986	1461698 10/20/1987	Micro Focus IP Development Limited (UK)