

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AppSense Limited		04/18/2016	Private Limited Company: ENGLAND
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: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2579693	APPSENSE	
Registration Number:	4010840	APPSENSE STRATA	
Serial Number:	86343514	APPSENSE DESKTOPNOW	
Serial Number:	86343503	APPSENSE DATANOW	
CORRESPONDENCE DATA			
Fax Number:	2149695100		
<i>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.</i>			
Phone:	2149694804		
Email:	aaaugustine@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	175274-635083		
NAME OF SUBMITTER:	Priya F. Selvam		
SIGNATURE:	/Priya F. Selvam/		
DATE SIGNED:	04/20/2016		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 18, 2016 (this “Trademark Security Agreement”), by and among AppSense Limited, a private limited company incorporated under the laws of England and Wales (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 (i) 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 Project Landslide Holdings, Inc., a Delaware corporation (“Borrower”), LANDesk Group, Inc., a Delaware corporation (“Holdings”), the lenders from time to time party thereto, the several agents party thereto, including the Administrative Agent.

WITNESSETH:

WHEREAS, the Pledgor is 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 the 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.

[Signature Page to Second Lien Trademark Security Agreement]

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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 the Pledgor of a security interest therein would result in loss by the 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.

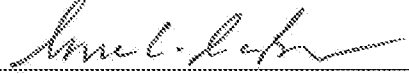
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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, the 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.

APPESENSE LIMITED

By: 

Name: Mark C. McBride

Title: Director

[Signature Page to Second Lien Trademark Security Agreement]

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Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: Brian Buoye
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
AppSense	2579693	APPSENSE
AppSense	4010840	APPSENSE STRATA

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
AppSense	APPSENSE DESKTOPNOW	86343514
AppSense	APPSENSE DATANOW	86343503