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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

1 v1.1 ETAS ID: TM400060

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks recorded at R/F 5774/0303

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	AppSense Limited
Street Address:	3300 Daresbury Park
City:	Warrington
State/Country:	UNITED KINGDOM
Postal Code:	WA4 4HS
Entity Type:	Private Limited Company: ENGLAND

### **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:** 2127514864

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:** 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru	
DATE SIGNED:	09/28/2016	

**Total Attachments: 4** 

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE, dated as of September 27, 2016 (this "Release"), is made by Jefferies Finance LLC, in its capacity as Administrative Agent for the Secured Parties (the "Administrative Agent") under the Credit Agreement dated as of August 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "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, Jefferies Finance LLC, as swingline lender and issuing bank.

WHEREAS, in order to induce the Administrative Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, AppSense Limited (the "<u>Pledgor</u>") entered into that certain Guaranty and Collateral Agreement dated as of August 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Collateral Agreement</u>") in favor of the Administrative Agent.

WHEREAS, pursuant to the Collateral Agreement, Pledgor executed and delivered the Trademark Security Agreement, dated as of April 18, 2016, in favor of the Administrative Agent (the "<u>Trademark Security Agreement</u>"). Capitalized Terms not defined herein shall have the meanings attributed to them in the Trademark Security Agreement.

WHEREAS pursuant to the Trademark Security Agreement, Pledgor pledged and granted 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 then existing or thereafter 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), including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto, 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, which Lien and security interest was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 005774, Frame 0303, on April 20, 2016.

WHEREAS, the Administrative Agent acknowledges that the conditions for termination of its Lien on and security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 4 of the Trademark Security Agreement, the Administrative Agent has agreed to: (i) release all of its security interest covering the Trademark Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the Pledgor; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement or otherwise.

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NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent hereby releases and terminates in its entirety its Lien on and security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the Pledgor, and re-assigns to the Pledgor, any and all right, title and interest it has in and to, the Trademark Collateral.

[Signature Page Follows]

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

JEFFERIES FINANCE LLC,

as Administrative Agent

By: Name: Brian Buoye

Title: Managing Director

# **SCHEDULE 1**

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	4111.16
AppSense Limited	2579693	APPSENSE
AppSense Limited	4010840	APPSENSE STRATA

United States Trademark Applications:

**RECORDED: 09/28/2016** 

OWNER	TITE	APPLICATION NUMBER
AppSense Limited	APPSENSE	86343514
	DESKTOPNOW	
AppSense Limited	APPSENSE	86343503
	DATANOW	

Schedule 1 to Release of Security Interest in Trademarks - AppSense Limited (1st lien)