

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crimson Corporation		09/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2617168	WIRELESS COMES TOGETHER	
Registration Number:	3238535	ACTIVE VULNERABILITY MANAGEMENT	
Registration Number:	3930950	AVALANCHE	
Registration Number:	3255563	LANDESK	
Registration Number:	3783944	LANDESK	
Registration Number:	2671025	LANDESK	
Registration Number:	3854950	SCUPDATES	
Registration Number:	2488207	SHAVLIK	
Registration Number:	3243921	SHAVLIK NETCHK	
Registration Number:	3948762	IT.SHAVLIK.COM	
Registration Number:	3980901		
Registration Number:	2653644	W	
Registration Number:	1959171	WAVELINK	
Registration Number:	2749502	WAVELINK AVALANCHE	
Registration Number:	2931071	WAVELINK STUDIO	
Registration Number:	4571828	LANDESK	
Registration Number:	4572053		
Registration Number:	4330116	XTRACTION	

CH \$465.00 2617168

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**ATTORNEY DOCKET NUMBER:** 038507-0541**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /S/ Angela M. Amaru**DATE SIGNED:** 09/29/2016**Total Attachments: 7**

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of September 27, 2016 (this "Trademark Security Agreement"), by and among Jefferies Finance LLC and each guarantor listed on Schedule 1 hereto (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of September 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Landslide Holdings, Inc., a Delaware corporation ("Borrower"), LANDesk Group, Inc., a Delaware corporation ("Holdings"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent, Jefferies Finance LLC, as swingline lender and issuing bank.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain First Lien Security Agreement dated as of September 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral 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), including the United States registrations and applications for registration, listed on Schedule 2 attached hereto together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use 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 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 Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security 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, any Specified Hedging Agreement and any Bank Product Agreement have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents, any Specified Hedging Agreement and any Bank Product Agreement, survive the termination thereof) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or Cash Collateralized, the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral 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 and the Collateral Agent have 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,
as Pledgor

By: 
Name: Mark C. McBride
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (First Lien)]

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

[Signature Page to Trademark Security Agreement (First Lien)]


SCHEDULE 1
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

PLEDGOR


NAME	ADDRESS
Crimson Corporation	c/o LANDesk Software, Inc., 698 West 10000 South, Suite 500, South Jordan, UT 84095

SCHEDULE 2
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	MARK	OWNER	FILING DATE	SER NO./REG. NO.	REG. DATE	STATUS
United States of America	WIRELESS COMES TOGETHER	Crimson Corporation	Feb-2-2001	2617168	Sep-10-2002	Registered
United States of America	ACTIVE VULNERABILITY MANAGEMENT	Crimson Corporation	Aug-22-2006	3238535	May-1-2007	Registered
United States of America	AVALANCHE	Crimson Corporation	Jul-19-2010	3930950	Mar-15-2011	Registered
United States of America	LANDESK	Crimson Corporation	Apr-20-2006	3255563	Jun-26-2007	Registered
United States of America	LANDESK	Crimson Corporation	Sep-9-2009	3783944	May-4-2010	Registered
United States of America	LANDESK	Crimson Corporation	Sep-20-2000	2671025	Jan-7-2003	Registered
United States of America	SCUPDATES	Crimson Corporation	Dec-14-2009	3854950	Sep-28-2010	Registered
United States of America	SHAVLIK	Crimson Corporation	Nov-16-1998	2488207	Sep-11-2001	Registered
United States of America	SHAVLIK NETCHK	Crimson Corporation	Nov-28-2005	3243921	May-22-2007	Registered
United States of America	IT.SHAVLIK.COM 	Crimson Corporation	Dec-10-2009	3948762	Apr-19-2011	Registered
United States of America		Crimson Corporation	Sep-30-2010	3980901	Jun-21-2011	Registered
United States of America		Crimson Corporation	Apr-20-2001	2653644	Nov-26-2002	Registered
United States of America	WAVELINK	Crimson Corporation	Jun-14-1993	1959171	Feb-27-1996	Registered
United States of America	WAVELINK AVALANCHE	Crimson Corporation	Jan-15-2002	2749502	Aug-12-	Registered

First Lien Trademark Security Agreement

COUNTRY	MARK	OWNER	FILING DATE	SER NO./REG. NO.	REG. DATE	STATUS
America					2003	
United States of America	WAVELINK STUDIO	Crimson Corporation	Oct-9-2000	2931071	Mar-8-2005	Registered
United States of America	LANDESK	Crimson Corporation	Dec-16-2013	4571828	Jul-22-2014	Registered
United States of America		Crimson Corporation	Dec-19-2013	4572053	Jul-22-2014	Registered
United States of America	XTRACTION	Crimson Corporation	Apr-1-2011	4330116	May-7-2013	Registered