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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM401164

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 5859/0141	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		09/27/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Crimson Corporation	
Street Address:	C/O Landesk Software	
Internal Address:	698 WEST 10000 SOUTH, STE 500	
City:	SOUTH JORDAN	
State/Country:	UTAH	
Postal Code:	84095	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4330116	XTRACTION

# **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:	10/06/2016

## **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 and restated by that certain Amended and Restated First Lien Credit Agreement, dated as of February 25, 2014 (as so amended and restated and as hereafter 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 lenders from time to time party thereto, the Administrative Agent, and 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, Crimson Corporation (the "Pledgor") 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 "Collateral Agreement") in favor of the Administrative Agent.

WHEREAS, pursuant to the Collateral Agreement, Pledgor executed and delivered the Trademark Security Agreement, dated as of August 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 005859, Frame 0141, on August 18, 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

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and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement or otherwise.

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:

	REGISTRATION NUMBER	TITLE
Crimson Corporation	4330116	XTRACTION

United States Trademark Applications:

None.

**RECORDED: 10/06/2016** 

Schedule 1 to Release of Security Interest in Trademarks – Crimson Corporation (1st lien) August 18, 2016