

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMC Software, Inc.		10/02/2018	Corporation: DELAWARE
BladeLogic, Inc.		10/02/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 87

Property Type	Number	Word Mark
Registration Number:	2420041	
Registration Number:	2449887	
Registration Number:	4759874	
Registration Number:	4759869	
Registration Number:	2072981	ACTION REQUEST SYSTEM
Registration Number:	3109232	ALIGNABILITY
Registration Number:	1887028	ALTER
Registration Number:	2276944	AR SYSTEM
Registration Number:	2705349	BLADELOGIC
Registration Number:	4759878	BMC
Registration Number:	4759870	BMC
Registration Number:	4759996	BMC
Registration Number:	4759872	BMC
Registration Number:	2608243	BMC
Registration Number:	4848968	BMC APPZONE
Registration Number:	3383828	BMC ATRIUM
Registration Number:	3446484	BMC ATRIUM
Registration Number:	5433771	BMC DIGITAL ENTERPRISE MANAGEMENT

CH \$2190.00 2420041

Property Type	Number	Word Mark
Registration Number:	2377242	BMC SOFTWARE
Registration Number:	2427989	BMC SOFTWARE
Registration Number:	2001227	BMC SOFTWARE
Registration Number:	2567880	BMCSOFTWARE
Registration Number:	2458178	BMCSOFTWARE
Registration Number:	4759871	BRING IT TO LIFE
Registration Number:	4755938	BRING IT TO LIFE
Registration Number:	2544426	CDB
Registration Number:	2116110	CDB
Registration Number:	4807098	CLOUD LIFECYCLE MANAGEMENT
Registration Number:	1119132	CMF
Registration Number:	1742863	CONTROL-D
Registration Number:	3109626	CONTROL-M
Registration Number:	1902409	CONTROL-O
Registration Number:	2234498	CONTROL-SA
Registration Number:	2024905	CONTROL-V
Registration Number:	1675707	DATA PACKER
Registration Number:	1541353	DELTA IMS
Registration Number:	5224784	DIGITAL ENTERPRISE MANAGEMENT
Registration Number:	1963579	ENERGIZER
Registration Number:	2226413	ENTERPRISE SECURITYSTATION
Registration Number:	1591772	EXTENDED COMPRESSION ARCHITECTURE
Registration Number:	5144492	FOOTPRINTS
Registration Number:	5153872	FOOTPRINTS
Registration Number:	2135007	FOOTPRINTS
Registration Number:	3705665	HALO
Registration Number:	4768808	ICAP
Registration Number:	2686919	INCONTROL
Registration Number:	5238418	INTELLIGENT CAPPING
Registration Number:	1723355	IOA
Registration Number:	2476483	KNOWLEDGE MODULE
Registration Number:	2377737	LOADPLUS
Registration Number:	2567978	MAINVIEW
Registration Number:	1851040	MAINVIEW
Registration Number:	2468418	MAXM
Registration Number:	3284269	MISSION CONTROL
Registration Number:	4977900	MYEBC
Registration Number:	4513841	MYIT

Property Type	Number	Word Mark
Registration Number:	4397233	MYIT
Registration Number:	4501277	MYIT
Registration Number:	4397227	MYIT
Registration Number:	4688995	MYITPORTAL
Registration Number:	3542202	NEXT GENERATION TECHNOLOGY
Registration Number:	3542201	NGT
Registration Number:	4845792	NGT
Registration Number:	1744337	OPERTUNE
Registration Number:	2577035	PATROL
Registration Number:	2467006	PATROL
Registration Number:	2001229	PATROL
Registration Number:	2002876	POINTER CHECKER PLUS
Registration Number:	2466446	PROACTIVENET
Registration Number:	2437604	PROACTIVENET
Registration Number:	2208354	Q PASA!
Registration Number:	2001225	R+/CHANGE ACCUM
Registration Number:	1447196	REMEDY
Registration Number:	3328177	REMEDY
Registration Number:	4352891	REMEDYFORCE
Registration Number:	2991592	SQL-BACKTRACK
Registration Number:	1909531	SQL-PROGRAMMER
Registration Number:	1561889	SUPEROPTIMIZER
Registration Number:	4286112	TRACK-IT!
Registration Number:	1748294	TRACK-IT!
Registration Number:	5127182	TRUESIGHT
Registration Number:	3430658	TRUESIGHT
Registration Number:	4917659	TRUESIGHT
Registration Number:	5156886	TRUESIGHT INTELLIGENCE
Registration Number:	1797646	UNLOAD PLUS
Registration Number:	1560678	XCA
Serial Number:	87939441	THE MULTI-CLOUD MANAGEMENT COMPANY

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

TRADEMARK

REEL: 006448 FRAME: 0167

Address Line 4:	Washington, D.C. 20006
ATTORNEY DOCKET NUMBER:	28302.77500
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	10/02/2018
Total Attachments: 8 source=11. Banff - Trademark Security Agreement [Executed]#page1.tif source=11. Banff - Trademark Security Agreement [Executed]#page2.tif source=11. Banff - Trademark Security Agreement [Executed]#page3.tif source=11. Banff - Trademark Security Agreement [Executed]#page4.tif source=11. Banff - Trademark Security Agreement [Executed]#page5.tif source=11. Banff - Trademark Security Agreement [Executed]#page6.tif source=11. Banff - Trademark Security Agreement [Executed]#page7.tif source=11. Banff - Trademark Security Agreement [Executed]#page8.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 2, 2018, is made by the entities party to this Agreement (each, a “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Banff Guarantor Inc., a Delaware corporation (“Holdings”), Banff Merger Sub Inc., a Delaware corporation and a Wholly-Owned Restricted Subsidiary of Holdings (“Merger Sub”) and, at any time prior to the consummation of the Acquisition, the “Borrower”), Boxer Parent Company, Inc., a Delaware corporation (the “Company”) and, upon and at any time after the consummation of the Acquisition, the “Borrower”), the lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”), the Letter of Credit Issuers from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Letter of Credit Issuers have severally agreed to make their respective Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of October 2, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register

trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BMC SOFTWARE, INC. as Grantor

By: 

Name: Stephen B. Solcher

Title: Chief Financial Officer

BLADELOGIC, INC. as Grantor

By: 

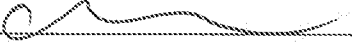
Name: Stephen B. Solcher

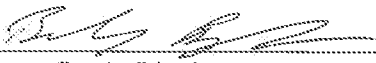
Title: President

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006448 FRAME: 0171

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent







By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date	Owner
Design 	2420041	01/09/2001	BMC Software, Inc.
Design 	2449887	05/08/2001	BMC Software, Inc.
Design Double Helix Design 	4759874	06/23/2015	BMC Software, Inc.
Design Double Helix Design 	4759869	06/23/2015	BMC Software, Inc.
ACTION REQUEST SYSTEM	2072981	06/24/1997	BMC Software, Inc.
ALIGNABILITY	3109232	06/27/2006	BMC Software, Inc.
ALTER	1887028	04/04/1995	BMC Software, Inc.
AR SYSTEM	2276944	09/14/1999	BMC Software, Inc.
BLADELOGIC	2705349	04/08/2003	BladeLogic, Inc.
BMC	4759878	06/23/2015	BMC Software, Inc.
BMC and Design 	4759870	06/23/2015	BMC Software, Inc.
BMC	4759996	06/23/2015	BMC Software, Inc.
BMC and Design 	4759872	06/23/2015	BMC Software, Inc.
BMC	2608243	08/13/2002	BMC Software, Inc.
BMC APPZONE	4848968	11/10/2015	BMC Software, Inc.
BMC ATRIUM	3383828	2/19/2008	BMC Software, Inc.
BMC ATRIUM	3446484	06/10/2008	BMC Software, Inc.

BMC DIGITAL ENTERPRISE MANAGEMENT	5433771	03/27/2018	BMC Software, Inc.
BMC SOFTWARE	2377242	08/15/2000	BMC Software, Inc.
BMC SOFTWARE	2427989	02/13/2001	BMC Software, Inc.
BMC SOFTWARE	2001227	09/17/1996	BMC Software, Inc.
BMC SOFTWARE and Design 	2567880	05/07/2002	BMC Software, Inc.
BMC SOFTWARE and Design 	2458178	06/05/2001	BMC Software, Inc.
BRING IT TO LIFE	4759871	06/23/2015	BMC Software, Inc.
BRING IT TO LIFE	4755938	06/16/2015	BMC Software, Inc.
CDB (Stylized) 	2544426	03/05/2002	BMC Software, Inc.
CDB	2116110	11/25/1997	BMC Software, Inc.
CLOUD LIFECYCLE MANAGEMENT	4807098	09/08/2015	BMC Software, Inc.
CMF	1119132	05/29/1979	BMC Software, Inc.
CONTROL-D	1742863	12/29/1992	BMC Software, Inc.
CONTROL-M	3109626	06/27/2006	BMC Software, Inc.
CONTROL-O	1902409	07/04/1995	BMC Software, Inc.
CONTROL-SA	2234498	3/23/1999	BMC Software, Inc.
CONTROL-V	2024905	12/24/1996	BMC Software, Inc.
DATA PACKER	1675707	02/18/1992	BMC Software, Inc.
DELTA IMS	1541353	05/30/1989	BMC Software, Inc.
DIGITAL ENTERPRISE MANAGEMENT	5224784	06/13/2017	BMC Software, Inc.
ENERGIZER	1963579	03/19/1996	BMC Software, Inc.
ENTERPRISE SECURITYSTATION	2226413	2/23/1999	BMC Software, Inc.
EXTENDED COMPRESSION ARCHITECTURE	1591772	04/17/1990	BMC Software, Inc.

FOOTPRINTS	5144492	02/21/2017	BladeLogic, Inc.
FOOTPRINTS	5153872	03/07/2017	BladeLogic, Inc.
FOOTPRINTS	2135007	02/03/1998	BladeLogic, Inc.
HALO	3705665	11/3/2009	BMC Software, Inc.
ICAP	4768808	07/07/2015	BMC Software, Inc.
INCONTROL	2686919	02/11/2003	BMC Software, Inc.
INTELLIGENT CAPPING	5238418	07/04/2017	BMC Software, Inc.
IOA	1723355	10/13/1992	BMC Software, Inc.
KNOWLEDGE MODULE	2476483	08/07/2001	BMC Software, Inc.
LOADPLUS	2377737	08/15/2000	BMC Software, Inc.
MAINVIEW	2567978	05/07/2002	BMC Software, Inc.
MAINVIEW	1851040	08/23/1994	BMC Software, Inc.
MAXM	2468418	07/10/2001	BMC Software, Inc.
MISSION CONTROL	3284269	08/28/2007	BMC Software, Inc.
MYEBC	4977900	06/14/2016	BMC Software, Inc.
MYIT	4513841	04/15/2014	BMC Software, Inc.
MYIT	4397233	09/03/2013	BMC Software, Inc.
MYIT	4501277	03/25/2014	BMC Software, Inc.
MYIT	4397227	09/03/2013	BMC Software, Inc.
MYITPORTAL	4688995	02/17/2015	BMC Software, Inc.
NEXT GENERATION TECHNOLOGY	3542202	12/02/2008	BMC Software, Inc.
NGT	3542201	12/02/2008	BMC Software, Inc.
NGT	4845792	11/03/2015	BMC Software, Inc.
OPERTUNE	1744337	01/05/1993	BMC Software, Inc.
PATROL	2577035	06/11/2002	BMC Software, Inc.
PATROL	2467006	07/10/2001	BMC Software, Inc.
PATROL	2001229	09/17/1996	BMC Software, Inc.
POINTER CHECKER PLUS	2002876	09/24/1996	BMC Software, Inc.
PROACTIVENET	2466446	07/03/2001	BMC Software, Inc.
PROACTIVENET	2437604	03/20/2001	BMC Software, Inc.

Q PASA!	2208354	12/8/1998	BMC Software, Inc.
R+/CHANGE ACCUM	2001225	09/17/1996	BMC Software, Inc.
REMEDY	1447196	07/14/1987	BMC Software, Inc.
REMEDY	3328177	11/06/2007	BMC Software, Inc.
REMEDYFORCE	4352891	06/18/2013	BMC Software, Inc
SQL-BACKTRACK	2991592	09/06/2005	BMC Software, Inc.
SQL-PROGRAMMER	1909531	08/01/95	BMC Software, Inc.
SUPEROPTIMIZER	1561889	10/24/1989	BMC Software, Inc.
TRACK-IT!	4286112	02/05/2013	BladeLogic, Inc.
TRACK-IT!	1748294	01/26/1993	BladeLogic, Inc.
TRUESIGHT	5127182	01/24/2017	BMC Software, Inc.
TRUESIGHT	3430658	05/20/2008	BMC Software, Inc.
TRUESIGHT	4917659	03/15/2016	BMC Software, Inc.
TRUESIGHT INTELLIGENCE	5156886	03/07/2017	BMC Software, Inc.
UNLOAD PLUS	1797646	10/12/1993	BMC Software, Inc.
XCA	1560678	10/17/1989	BMC Software, Inc.

TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date	Owner
THE MULTI-CLOUD MANAGEMENT COMPANY	87/939,441	05/29/2018	BMC Software, Inc.