

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMC Software, Inc.		07/03/2019	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: 5			
Property Type	Number	Word Mark	
Registration Number:	5175924	CORRELOG	
Registration Number:	5421395	ZDEFENDER	
Serial Number:	88227070	BMC AMI	
Serial Number:	88276748	BMC HELIX	
Serial Number:	87897392	DBDEFENDER	
CORRESPONDENCE DATA			
Fax Number:	9122363003		
<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:	9122363001		
Email:	nbelzer@belzerlaw.com		
Correspondent Name:	Nathan C. Belzer		
Address Line 1:	2950 Bull St.		
Address Line 4:	Savannah, GEORGIA 31405		
ATTORNEY DOCKET NUMBER:	BMC		
NAME OF SUBMITTER:	Nathan C. Belzer		
SIGNATURE:	/Nathan C. Belzer/		
DATE SIGNED:	09/19/2019		
Total Attachments: 7			

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GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS (this "Agreement"), dated as of July 3, 2019, is made by BMC Software, Inc., a Delaware corporation ("BMC"), and BladeLogic, Inc., a Delaware corporation ("Blade" and, together with BMC, the "Grantors" and each, individually, 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.

WITNESSETH:

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, 2018, 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 and Patents, 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 and Patents 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 one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

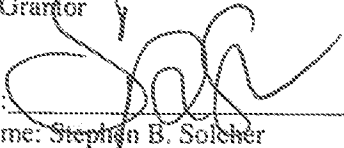
6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BMC SOFTWARE, INC.,
as Grantor


By: 
Name: Stephen B. Solcher
Title: Senior Vice President & CFO


BLADELOGIC, INC.,
as Grantor

By: 
Name: Stephen B. Solcher
Title: President

{Signature Page to Grant of Security Interest in Trademark and Patent Rights}

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

[Signature Page to Grant of Security Interest in Trademark and Patent Rights]

SCHEDULE A

PATENTS

Title	Patent No.	Issue Date	Owner
Database Application Federation	10235435	Mar 19, 2019	BMC Software, Inc.
Automated Capacity Provisioning Method Using Historical Performance Data	10169095	Jan 1, 2019	BMC Software, Inc.
Statistical Identification Of Instances During Reconciliation Process	10198476	Feb 5, 2019	BMC Software, Inc.
Focus-Driven User Interface	10268730	Apr 23, 2019	BMC Software, Inc.
Cooperative Naming For Configuration Items In A Distributed Configuration Management Database Environment	10127296	Nov 13, 2018	BMC Software, Inc.
Monitoring Network Performance Of Encrypted Communications	10142215	Nov 27, 2018	BladeLogic Inc.
Zero-Outage Database Reorganization	10289705	May 14, 2019	BMC Software, Inc.
Automatic Creation Of Graph Time Layer Of Model Of Computer Network Objects And Relationships	10229243	Mar 12, 2019	BMC Software, Inc.
Authentication Proxy Agent	10104079	Oct 16, 2018	BMC Software, Inc.
Application Wrapping System And Method	10133564	Nov 20, 2018	BMC Software, Inc.
Network Based Application Management	10110665	Oct 23, 2018	BMC Software, Inc.
Reference Partitioning For Database Objects	10061831	Aug 28, 2018	BMC Software, Inc.
Capacity Risk Management For Virtual Machines	10289440	May 14, 2019	BMC Software, Inc.
Determining Statuses Of Computer Modules	10079713	Sep 18, 2018	BMC Software, Inc.
Determining Statuses Of Computer Modules	10257022	Apr 9, 2019	BMC Software, Inc.
Application Monitoring For Cloud-Based Architectures	10171565	Jan 1, 2019	BMC Software, Inc.
System And Method To Dynamically Allocate Varying Processing Capacity Entitlements Based On Workload Importance	10108459	Oct 23, 2018	BMC Software, Inc.
Automatic Server Cluster Discovery	10171596	Jan 1, 2019	BMC Software, Inc.

PATENT APPLICATIONS

Title	Application No.	Application Date	Owner
Automated Capacity Provisioning Method Using Historical Performance Data	16224200	Dec 18, 2018	BMC Software, Inc.
Statistical Identification Of Instances During Reconciliation Process	16254098	Jan 22, 2019	BMC Software, Inc.
Cooperative Naming For Configuration Items In A Distributed Configuration Management Database Environment	16116292	Aug 29, 2018	BMC Software, Inc.
Monitoring Network Performance Of Encrypted Communications	16173587	Oct 29, 2018	BladeLogic Inc.
Zero-Outage Database Reorganization	16408920	May 10, 2019	BMC Software, Inc.
Automatic Creation Of Graph Time Layer Of Model Of Computer Network Objects And Relationships	16263952	Jan 31, 2019	BMC Software, Inc.
Multi-Entity Normalization	16407974	May 9, 2019	BMC Software, Inc.
System And Method For Extending The Functionality Of An Application	16166877	Oct 22, 2018	BMC Software, Inc.
Network Based Application Management	16166883	Oct 22, 2018	BMC Software, Inc.
Capacity Risk Management For Virtual Machines	16374079	Apr 3, 2019	BMC Software, Inc.
Application Monitoring For Cloud-Based Architectures	16205764	Nov 30, 2018	BMC Software, Inc.
Automatic Server Cluster Discovery	16227677	Dec 20, 2018	BMC Software, Inc.
Prioritized Remediation Of Information Security Vulnerabilities Based On Service Model Aware Multi-Dimensional Security Risk Scoring	16194735	Nov 19, 2018	BMC Software, Inc.
Rapid Content Deployment On A Publication Platform	16411551	May 14, 2019	BMC Software, Inc.
Synthetic Objects In Service Models	16389538	Apr 19, 2019	BMC Software, Inc.
Power Saving Through Automated Power Scheduling Of Virtual Machines	16236939	Dec 31, 2018	BMC Software, Inc.
Real-Time Intelligent Filtering And Extraction Of Mainframe Log Data	16352161	Mar 13, 2019	BMC Software, Inc.
Creative And Additive Reconciliation Of Data Records	16289639	Feb 28, 2019	BMC Software, Inc.

REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date	Owner
CorreLog	5175924	Apr 4, 2017	BMC Software, Inc.
zDefender	5421395	Mar 13, 2018	BMC Software, Inc.

TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date	Owner
BMC AMI	88/227,070	Dec 12, 2018	BMC Software, Inc.
BMC Helix	88/276,748	Jan 25, 2019	BMC Software, Inc.
dbDefender	87/897,392	Apr 27, 2018	BMC Software, Inc.