MRN 6-15-98

06-18-1998

Form PTO-1594
(Rev. 6-93)

RECORDATION FORI
TRADEMARI

NT OF COMMERCE
d Trademark Office

100741638

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

RECEIVED

1. Name of conveying party(ies):
Attachmate Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: **Washington**
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
Name: **U.S. Bank National Association**
Internal Address:
Street Address: **1420 Fifth Avenue, 10th Floor**
City: **Seattle** State: **WA** ZIP: **98101**
☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other **national banking association**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **June 12, 1998**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):
75/407551 **75/407550**
75/398008 **75/390240**
75/390139

B. Trademark Registration No.(s)
2,016,327

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Heidi L. Sachs**
Internal Address: **Perkins Coie**
Street Address: **1201 Third Avenue, 40th Floor**
City: **Seattle** State: **WA** ZIP: **98101**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41): $ **165.00**
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

06/16/1998 DCOATES 00000172 75407551
01 FC:481 40.00 OP
02 FC:482 125.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi L. Sachs	Heidi L. Sachs	June 12, 1998
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet, attachments and document: **6**

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

[12187-5029/SL981630.142]

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 12, 1998, is between ATTACHMATE CORPORATION, a Washington corporation ("Grantor"), and U. S. BANK NATIONAL ASSOCIATION, as agent for and representative of (in such capacity herein called "Secured Party") the financial institutions ("Lenders") party to the Credit Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, pursuant to an Amended and Restated Credit Agreement dated as of June 12, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Grantor, Lenders, ABN AMRO Bank N V., as syndications agent, and Secured Party, Lenders have committed to extend certain credit facilities to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered a Security Agreement, dated as of August 22, 1997 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, including Supplement No. 1 to Security Agreement of even date herewith, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial extensions of credit under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make the extensions of credit to Grantor pursuant to the Credit Agreement, Grantor agrees with Secured Party 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 in the Security Agreement.

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit and the benefit of each Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and all common law rights thereto, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment I hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment I hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a), (b), and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other

countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon payment in full of all Secured Obligations and the termination of all Commitments, Secured Party shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

6. Loan Document, Etc.

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

ATTACHMATE CORPORATION

By _____
Jeffrey A. Libby
Vice President and Treasurer

Notice Address:

3617 131st Place S.E.
Bellevue, Washington 98006
Attention: Jeffrey A. Libby and
Geoffrey G. Revelle
Facsimile No.: (425) 649-6353

U. S. BANK NATIONAL ASSOCIATION

By _____
Deborah Watson, Vice President

Notice Address:

1420 Fifth Avenue, 11th Floor
Seattle, Washington 98101
Attention: Western Washington Corporate
Banking
Facsimile No.: (206) 344-2887

ATTACHMENT I

ISSUED U.S. TRADEMARKS

Owner	Country	Mark	Application No.	Filing Date Status
Attachmate Corporation	USA	ENTERPRISE DATA OBJECTS	Pending	December 18, 1997
Attachmate Corporation	USA	EDO	Pending	December 18, 1997
Attachmate Corporation	USA	HOSTVIEW	Pending	November 21, 1997
Attachmate Corporation	USA	HVS	Pending	November 14, 1997
Attachmate Corporation	USA	HOSTVIEWER	Pending	November 14, 1997
Attachmate Corporation	USA	POWR-FLITE VALUE ASSURANCE PACKAGE	2,016,327	January 18, 1995