

9-17-09

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2011)

09-18-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103574479

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BT Software Group Incorporated, a Delaware corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 19, 2009

- Assignment
- Security Agreement
- Other Ack of Intel Prop Collateral Lien
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CapitalSource Finance LLC

Internal

Address: C.J. Blagg

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA

Zip: 20815

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

SEP 17 2009

B. Trademark Registration No.(s)

3,261,023; 3,264,859

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Morgan, Lewis & Bockius LLP-

Internal Address: Kathryn Romano, Paralegal

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7302

Fax Number: 213.612.2501

Email Address: kromano@morganlewis.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
09/18/2009 DBYRNE 880000012 3261023

Authorized FC:8521 9/18/09 48.00 25.00

9. Signature:

Kathryn Romano
Signature

September 14, 2009

Date

Kathryn Romano
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of August 19, 2009 by BT Software Group Incorporated, a Delaware corporation ("**BT Software**"), and BeyondTrust Corporation, a Maine corporation ("**BeyondTrust**", and together with BT Software, individually a "**Grantor**", and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Credit Agreement (as defined below) (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2006, among Symark Acquisition Company, Inc. ("**Borrower**"), Symark Acquisition Company, Inc. ("**Parent**", and together with Borrower, the "**Original Credit Parties**"), Secured Party and the Lenders (as amended by that certain First Amendment to Credit Agreement dated as of May 11, 2007, that certain Second Amendment to Credit Agreement dated as of July 23, 2007, that certain Third Amendment to Credit Agreement dated as of March 21, 2008, and that certain Fourth Amendment to Credit Agreement dated as of May 20, 2009, the "**Original Credit Agreement**"), the Lenders agreed to provide certain financial accommodations to the Credit Parties;

WHEREAS, in connection with that certain Agreement and Plan of Merger and Contribution, dated as of the date hereof (the "**BT Merger Agreement**"), among Borrower, BT Software, Symark Acquisition Holding Company, Inc., BT Software Holding Group, Inc., Symark Merger Sub, Inc. and BT Merger Sub, Inc. BT Software will become a wholly-owned subsidiary of Borrower (the "**BT Merger**");

WHEREAS, in connection with the BT Merger, the Original Credit Parties have requested that Lenders modify and amend the terms of the Original Credit Agreement pursuant to the terms and conditions set forth in that certain Joinder and Consent Agreement and Fifth Amendment to Credit Agreement and Other Loan Documents, dated as of the date hereof (the "**Fifth Amendment**", and together with the Original Credit Agreement, and as further amended, supplemented, modified or restated from time to time, to be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**")

WHEREAS, Agent and the Lenders have agreed that each Grantor is deemed to be a "Credit Party" under the Credit Agreement and the other Loan Documents, and a "Grantor" under that certain Security Agreement, dated December 22, 2006, by and among the Original Credit Parties and Agent (the "**Security Agreement**") and that certain Power of Attorney, dated December 22, 2006, by and among the Original Credit Parties in favor of Agent (the "**Power of Attorney**"); and

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor is required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Fifth Amendment and the other Loan Documents, each Grantor hereby agrees with Secured Party as follows:

Section 1.1 Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 1.2 Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral subject to Permitted Liens, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "**Intellectual Property Collateral**"):

- (a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all renewals, reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;
- (e) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;
- (f) all renewals, reissues, continuations or extensions of the foregoing;
- (g) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License;

(h) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(j) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 1.3 Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property 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. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

In witness whereof, each Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

BT SOFTWARE GROUP INCORPORATED, as Grantor

By: John Kendrick
Name: JOHN KENDRICK
Title: Chief Financial Officer

BEYONDTRUST CORPORATION, as Grantor

By: John Kendrick
Name: JOHN KENDRICK
Title: Chief Financial Officer

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

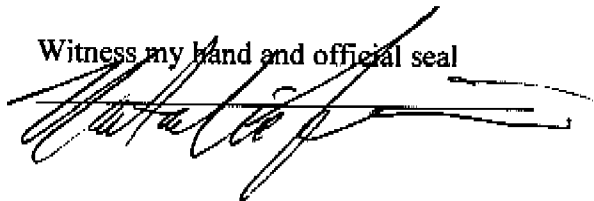
By: _____
Name: _____
Title: _____

Acknowledgement of Grantor

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES

On this 14 day of August, 2009, before me, NATALIE KECHICHIAN, Notary Public, personally appeared JOHN KENDRICK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed this instrument. I certify under penalty of perjury under the laws of the State of CALIFORNIA that the foregoing is true and correct.

Witness my hand and official seal



In witness whereof, each Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

BT SOFTWARE GROUP INCORPORATED, as Grantor


By: _____
Name: _____
Title: _____

BEYONDTRUST CORPORATION, as Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:  _____
Name: _____
Title: **Christopher J. Blagg**
Authorized Signatory

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

(see attached)

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

1. BeyondTrust is a registered trademark (Reg. No. 3,261,023) and service mark (Reg. No. 3,264,859) of BeyondTrust Corporation
2. Korean Trademark Registration, No. 923100
3. The Company claims rights in the mark "Privilege Manager", but has not registered the mark.

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.

D. LIST OF URLS/DOMAIN NAMES:

1. Registered Owner
 - a. Owner of all domain names below: William Witt, BeyondTrust Corporation
 - b. DNS Management by: Network Solutions
2. Alternate Top-Level Domains
 - a. beyondtrust.com
 - b. beyondtrust.net
 - c. beyondtrust.org
 - d. beyondtrust.info
3. Alternate Second-Level Domains
 - a. beontrust.com
 - b. beyondthrust.com
 - c. beyondtrst.com

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

(see attached)

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

(see attached)

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

1. US Appl. 11/206376 Network Based Management of Application Security
2. US Appl. 61/174,513 Methods and Systems for Modifying the Integrity Level of an Application

C. PATENT LICENSES

None.