

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRANCHE B INTELLECTUAL PROPERTY SECURITY AGREEMENTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		09/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GFI SOFTWARE (FLORIDA) INC.		
Street Address:	33 NORTH GARDEN AVENUE, SUITE 1200		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	33755		
Entity Type:	CORPORATION: FLORIDA		
Name:	GFI SOFTWARE LTD.		
Street Address:	33 NORTH GARDEN AVENUE, SUITE 1200		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	33755		
Entity Type:	INTERNATIONAL BUSINESS COMPANY: BRITISH VIRGIN ISLANDS		
Name:	HOUNDDOG TECHNOLOGY LIMITED		
Street Address:	33 NORTH GARDEN AVENUE, SUITE 1200		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	33755		
Entity Type:	COMPANY LIMITED BY SHARES: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3906382	COUNTERSPY	

900203390

TRADEMARK  
 REEL: 004632 FRAME: 0974

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Registration Number:	3926367	CLEARCLOUD
Registration Number:	3595400	VIPRE
Registration Number:	3199870	COUNTERSPY
Registration Number:	3024572	SERVERVISION
Registration Number:	2229723	FAXMAKER
Registration Number:	2695818	GFI
Registration Number:	2582333	GFI
Registration Number:	2845033	GFIMAILSECURITY
Registration Number:	2774369	LANGUARD
Registration Number:	3186650	HOUNDDOG
Serial Number:	77473308	NINJA BLADE

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

37385

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

09/29/2011

Total Attachments: 8

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

MORGAN STANLEY SENIOR FUNDING, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: DE  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) SEPTEMBER 14, 2011

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other RELEASE OF TRANCHE B INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes  
☐ No

Name: GFI SOFTWARE (FLORIDA) INC.

Internal

Address: \_\_\_\_\_

Street Address: 33 NORTH GARDEN AVENUE, SUITE 1200

City: CLEARWATER

State: FL

Country: U.S. Zip: 33755

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship FL  
☐ Other \_\_\_\_\_ Citizenship U.S.

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)  
SEE ATTACHED SCHEDULE 1.

B. Trademark Registration No.(s)  
SEE ATTACHED SCHEDULE 1.

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: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

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

12

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

- ☐ 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 \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

### 9. Signature:

*Alexandra Schiffrin*  
Signature

09/26/2011

Date

ALEXANDRA SCHIFFRIN

Name of Person Signing

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

8

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

TRADEMARK  
REEL: 004632 FRAME: 0976

**ADDITIONAL RECEIVING PARTIES**

GFI SOFTWARE LTD.  
33 NORTH GARDEN AVENUE, SUITE 1200  
CLEARWATER, FL 33755  
U.S.  
INTERNATIONAL BUSINESS COMPANY  
CITIZENSHIP: BRITISH VIRGIN ISLANDS

HOUNDDOG TECHNOLOGY LIMITED  
33 NORTH GARDEN AVENUE, SUITE 1200  
CLEARWATER, FL 33755  
U.S.  
COMPANY LIMITED BY SHARES  
CITIZENSHIP: SCOTLAND

## RELEASE OF TRANCHE B INTELLECTUAL PROPERTY SECURITY AGREEMENTS

This **RELEASE OF TRANCHE B INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this "Release") is executed as of September 14, 2011 by **MORGAN STANLEY SENIOR FUNDING, INC.**, a Delaware corporation, in its capacity as Collateral Agent (in such capacity, the "Assignor") in favor of **GEE FI HOLDINGS LIMITED**, a British Virgin Islands Business Company ("Gee FI"), **GFI SOFTWARE LTD**, a British Virgin Islands Business Company ("GFI BVI") and **GFI SOFTWARE (FLORIDA) INC.**, a Florida corporation (formerly known as Sunbelt Software, Inc.) ("GFI Florida," and together with Gee FI and GFI BVI, the "Assignees"). All capitalized terms used in this Release and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or the Tranche B Intellectual Property Security Agreements, as applicable.

### W I T N E S S E T H:

**WHEREAS**, Gee FI, TV GFI Holding Company S.à r.l., a *Luxembourg société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 7A, rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés*) under number B 156.413, having a share capital of EUR 25,000.00, ("TV GFI" and together with Gee FI, each individually and collectively, jointly and severally, "Borrower"), TV Holding S.à r.l., a *Luxembourg société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 7A, rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Trade and Companies' Register, under number B 147.127, having a share capital of EUR 110,578,805.57 ("TV Holding"), the Subsidiary Guarantors, the lenders from time to time a party thereto (each a "Lender" and collectively, the "Lenders"), Wells Fargo Capital Finance, LLC ("WFCF"), as administrative agent for the Lenders (as successor in interest to The Bank of New York), and WFCF, as collateral agent for the Lenders (as successor in interest to The Bank of New York), entered into that certain Amended and Restated Credit Agreement dated as of June 16, 2006 (as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, Gee FI, GFI BVI, and The Bank of New York as Collateral Agent for the Tranche B Lenders entered into (a) that certain Tranche B Trademark Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche B Trademark Security Agreement"), (b) that certain Tranche B Patent Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche B Patent Security Agreement"), and (c) that certain Tranche B Copyright Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche B Copyright Security Agreement") and together with the Tranche B Trademark Security Agreement and the Tranche B Patent Security Agreement, the "Tranche B Intellectual Property

Security Agreements”), concerning, *inter alia*, (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto;

**WHEREAS**, pursuant to the Tranche B Intellectual Property Security Agreements, each Debtor granted Collateral Agent a security interest in, and a mortgage upon, all of such Debtor’s right, title and interest in, to and under, among other things, (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto;

**WHEREAS**, the Tranche B Intellectual Property Security Agreements were recorded with the United States Patent and Trademark Office on June 14, 2005 at Reel 016137/Frame 0850 and Reel 3103/Frame 0543;

**WHEREAS**, The Bank of New York and WFCF entered into that certain Assignment of Tranche B Intellectual Property Security Agreements, dated as of June 30, 2009 (the “2009 Assignment of Tranche B Intellectual Property Security Agreements”);

**WHEREAS**, the 2009 Assignment of Tranche B Intellectual Property Security Agreements was recorded with the United States Patent and Trademark Office on July 1, 2009 at Reel 4015/Frame 0180 and Reel 022905/Frame 0764, and on July 7, 2010 at Reel 24645/Frame 0801;

**WHEREAS**, Gee FI, GFI BVI, GFI Florida and WFCF entered into (a) that certain Amendment Number One to Tranche B Trademark Security Agreement, dated as of June 29, 2010 and (b) that certain Amendment Number One to Tranche B Patent Security Agreement, dated as of June 29, 2010 (collectively, the “Amendments”) pursuant to which, among other things, each Debtor (i) reaffirmed all prior grants of security interests in favor of Collateral Agent in all of such Debtor’s right, title, and interest in, to, and under the Collateral identified on the schedules to the Tranche B Intellectual Property Security Agreements prior to the effectiveness of the Amendments and (ii) granted to Collateral Agent continuing security interests in all of such Debtor’s right, title, and interest in, to, and under (x) the trademarks listed on Schedule 1 attached hereto and (y) the patents listed on Schedule 2 attached hereto;

**WHEREAS**, the Amendments were recorded with the United States Patent and Trademark Office on July 2, 2010 at Reel 4236/Frame 0554 and Reel 024634/Frame 0545;

**WHEREAS**, pursuant to that certain Resignation and Appointment of Agents Agreement, dated as of June 16, 2011 (the “Resignation Agreement”), WFCF resigned as Collateral Agent and the Required Lenders appointed the Assignor as the successor Collateral Agent;

**WHEREAS**, in connection with the Resignation Agreement, WFCF and the Assignor entered into that certain Assignment of Tranche B Intellectual Property Security Agreements, dated as of June 16, 2011 (the "2011 Assignment of Tranche B Intellectual Property Security Agreements"), pursuant to which WFCF assigned all of its rights, title and interest in, to and under the Tranche B Intellectual Property Security Agreements and the Amendments to the Assignor;

**WHEREAS**, the 2011 Assignment of Tranche B Intellectual Property Security Agreements was recorded with the United States Patent and Trademark Office on June 21, 2011 at Reel 4566/Frame 0943 and Reel 026467/Frame 0473; and

**WHEREAS**, the Assignees desire that the Assignor terminate and release its security interest in, and mortgage upon, all of the Assignees' right, title and interest in, to and under (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Release. The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in, and mortgage upon, all of the Assignees' right, title and interest in, to and under (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto, to the Assignees.

2. Authorization. The Assignor hereby authorizes the Assignees, or the Assignees' authorized representative to: (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest and mortgage of the Assignor in the trademarks listed on Schedule 1 attached hereto and the patents listed on Schedule 2 attached hereto, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

3. Governing Law. This Release shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**MORGAN STANLEY SENIOR  
FUNDING, INC.,**  
a Delaware corporation,  
in its capacity as the Assignor

By: 

Name: Stephen B. Kelly

Title: VP

[SIGNATURE PAGE TO RELEASE OF TRANCHE B INTELLECTUAL PROPERTY SECURITY  
AGREEMENTS]



**SCHEDULE 1**  
**TO**  
**RELEASE OF TRANCHE B INTELLECTUAL PROPERTY SECURITY**  
**AGREEMENTS**

**Trademarks**

**U.S. Trademark Registrations and Applications**

<b>Country</b>	<b>Trademark</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No. (App. No.)</b>	<b>Record Owner</b>
U.S.	COUNTERSPY	1/18/2011	3,906,382	GFI Software (Florida) Inc.
U.S.	CLEARCLOUD	3/1/2011	3,926,367	GFI Software (Florida) Inc.
U.S.	NINJA BLADE	(5/13/2008)	(77/473,308)	GFI Software (Florida) Inc.
U.S.	VIPRE	3/24/2009	3,595,400	GFI Software (Florida) Inc.
U.S.	COUNTERSPY	1/16/2007	3,199,870	GFI Software (Florida) Inc.
U.S.	SERVERTVISION	12/6/2005	3,024,572	GFI Software (Florida) Inc.
U.S.	FAXMAKER	3/2/1999	2,229,723	GFI Software Ltd.
U.S.	GFI	3/11/2003	2,695,818	GFI Software Ltd.
U.S.	GFI and Design	6/18/2002	2,582,333	GFI Software Ltd.
U.S.	GFIMAILSECURITY (Stylized)	5/25/2004	2,845,033	GFI Software Ltd.
U.S.	LANGUARD	10/21/2003	2,774,369	GFI Software Ltd.
U.S.	HOUNDDOG	12/19/2006	3,186,650	Hounddog Technology Limited

**SCHEDULE 2**  
**TO**  
**RELEASE OF TRANCHE B INTELLECTUAL PROPERTY SECURITY**  
**AGREEMENTS**

**Patents**

<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Record Owner</b>
[Information Not Provided]	(12/717,325)	(3/4/2010)	[Information Not Provided]