

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amendment Number One to Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Landesk Software, Inc.	03/15/2011
Crimson Corporation	03/15/2011

RECEIVING PARTY DATA

Name:	D.E. Shaw Direct Capital Portfolios, L.L.C.
Street Address:	1000 Memorial Drive
Internal Address:	Suite 500
City:	Houston
State/Country:	TEXAS
Postal Code:	77024

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12979725
Application Number:	12980861
Application Number:	12979987
Application Number:	12904882
Application Number:	12970448
Application Number:	12982517
Application Number:	12982532
Application Number:	12969912
Application Number:	12967985

CORRESPONDENCE DATA

Fax Number: (919)416-8328

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 9192868041

501470520

PATENT  
REEL: 025970 FRAME: 0262

OP \$360.00 12979725

Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
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ATTORNEY DOCKET NUMBER:

026897-002

NAME OF SUBMITTER:

John E. Slaughter

Total Attachments: 5

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**AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT**, dated as of March 15, 2011 (this "Amendment"), is delivered pursuant to Section 5 of that certain Patent Security Agreement, dated as of September 28, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **D. E. SHAW DIRECT CAPITAL PORTFOLIOS, L.L.C.**, a Delaware limited liability company, in its capacity as agent for the Lenders (in such capacity, together with its successors, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Patent Security Agreement, which by this reference is incorporated herein.

**WHEREAS**, Grantors and Agent are parties to that certain Patent Security Agreement recorded with the United States Patent and Trademark Office on or about September 30, 2010 at Reel 025095, Frame 0982; and

**WHEREAS**, Grantors and Agent wish to amend the Patent Security Agreement by amending Schedule I to the Patent Security Agreement to add certain Patents to the Patent Collateral, and have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. Each Grantor and Agent hereby agree that Schedule I to the Patent Security Agreement is hereby amended by adding the Patent Collateral listed on Schedule I attached hereto (the "Additional Patent Collateral"), which such Additional Patent Collateral shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule I to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers and conveys to Agent, for the benefit of the Lenders, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Patent Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Patent Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

3. **THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

4. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of

transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

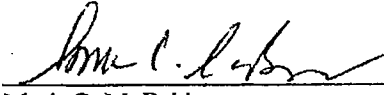
5. This Amendment is a Loan Document.

[signature pages follow]

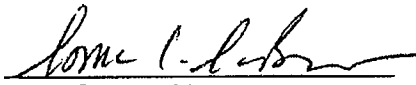
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**LANDESK SOFTWARE, INC.,**  
a Delaware corporation

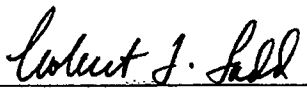
By:   
Name: Mark C. McBride  
Title: Director

**CRIMSON CORPORATION,**  
a Delaware corporation

By:   
Name: Mark C. McBride  
Title: Director

**AGENT:**

**D. E. SHAW DIRECT CAPITAL PORTFOLIOS,  
L.L.C.,**  
a Delaware limited liability company

By:   
Name: Robert T. Ladd  
Title: Authorized Signatory

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**PATENT**  
**REEL: 025970 FRAME: 0267**

**SCHEDULE I**  
**TO**  
**AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT**

**U.S. Patents and Patent Applications**

SERIAL NO.	FILING DATE	STATUS	PATENT NO.	ISSUE DATE	RECORD OWNER
12/979,725	28-Dec-10	PENDING			Crimson Corporation
12/980,861	29-Dec-10	PENDING			Crimson Corporation
12/979,987	28-Dec-10	PENDING			Crimson Corporation
12/904,882	14-Oct-10	PENDING			Crimson Corporation
12/970,448	16-Dec-10	PENDING			Crimson Corporation
12/982,517	30-Dec-10	PENDING			Crimson Corporation
12/982,532	30-Dec-10	PENDING			Crimson Corporation
12/969,912	16-Dec-10	PENDING			Crimson Corporation
12/967,985	14-Dec-10	PENDING			Crimson Corporation