# **JP** \$800.00 5951647

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: GRANT OF PATENT SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
ATTACHMATE CORPORATION	04/27/2011

### **RECEIVING PARTY DATA**

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH			
Street Address:	leven Madison Avenue			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10010			

### PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	5951647
Patent Number:	6173319
Patent Number:	6173321
Patent Number:	6252607
Patent Number:	6519643
Patent Number:	6803914
Patent Number:	6807559
Patent Number:	6980989
Patent Number:	6895501
Patent Number:	6983315
Patent Number:	7380024
Patent Number:	7421427
Patent Number:	7882497
Application Number:	11183738
Patent Number:	7836493
	DATENT

PATENT

REEL: 026268 FRAME: 0096

I.	
Application Number:	10875606
Patent Number:	7571180
Application Number:	11771941
Application Number:	11873691
Application Number:	12945921

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	038263-0224
NAME OF SUBMITTER:	Kristin J. Azcona

### Total Attachments: 6

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> PATENT REEL: 026268 FRAME: 0097

# GRANT OF PATENT SECURITY INTEREST

WHEREAS, Attachmate Corporation, a Washington corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Attachmate Corporation, a Washington corporation ("Attachmate"), NetIQ Corporation, a Delaware corporation ("NetIQ"), Longview Software Acquisition Corp., a Delaware Corporation ("Merger Sub" and together with Attachmate and NetIQ prior to consummation of the Merger, the "Borrowers"), and upon consummation of the Merger, Novell, Inc. a Delaware corporation ("Novell" and together with Attachmate and NetIQ after consummation of the Merger, the "Borrowers"), and The Attachmate Group, Inc., a Delaware corporation ("Holdings"), have entered into a First Lien Credit Agreement dated as of April 27, 2011 (said First Lien Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "First Lien Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the First Lien Credit Agreement from time to time, the "Lenders") and Credit Suisse AG ("CS"), as administrative agent for Lenders (in such capacity, "Administrative Agent") and as collateral agent for Lenders (in such capacity, "Collateral Agent") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the First Lien Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Borrowers or their respective Restricted Subsidiaries may from time to time enter, or may from time to time have entered, into one or more hedge agreements (collectively, the "Secured Swap Agreements") with one or more Swap Counterparties (as defined in the First Lien Credit Agreement);

WHEREAS, Borrowers or their respective Restricted Subsidiaries may from time to time enter, or may from time to time have entered, into one or more agreements (collectively, the "Bank Product Agreements") with one or more Bank Product Providers (as defined in the First Lien Credit Agreement); and

WHEREAS, pursuant to the terms of a First Lien Security Agreement dated as of April 27, 2011 (said First Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "First Lien Security Agreement"), among Grantor, Collateral Agent and the other grantors named therein, Grantor created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the First Lien Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the First Lien Security Agreement, Grantor hereby grants to

Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_\_\_\_ day of April, 2011.

ATTACHMATE CORPORATION

Name:\_\_\_\_

Title:

Attachmate Corporation First Lien Patent Grant

PATENT REEL: 026268 FRAME: 0100

# SCHEDULE A TO GRANT OF PATENT SECURITY INTEREST

## **Patents and Patent Applications**

Title	Country	Status	App. No./Filing Date	Patent No. /Issue Date	Owner
System and Method for Communication with Host Internal Access (Peterson/Silverna)	Canada	Issued		2424696 3/23/10	Attachmate Corporation
Method and System for Reconfiguring a Communications Stack	US	Issued	09/034600	5951647 9/14/99	Attachmate Corporation
Using a Systems Network Architecture Logical Unit Activation Request as a Dynamic Configuration Definition in a Gateway	US	Issued	09/075458 5/8/98	6173319	Attachmate Corporation
Using a Systems Network Architecture Logical Unit Activation Request Unit as a Dynamic Configuration Definition in a Gateway	US	Issued	09/440480	6173321	Attachmate Corporation
Method and System for Character Spacing in Graphics Terminal Emulation	US	Issued	09/123910 7/27/98	6252607	Attachmate Corporation
Method and Systems for a Session Allocation Manager	US	Issued	09/301775 4/29/99	6519643	Attachmate Corporation
Method and Systems for a Character Spacing in Graphics Terminal Emulation	US	Issued	09/859898 5/16/01	6803914 10/12/04	Attachmate Corporation
System and Method for Applet Management	US	Issued	09/544518 4/6/00	6807559 10/19/04	Attachmate Corporation
System and Method for Transaction Access Control	US	Issued	10/416276 8/8/03	6980989	Attachmate Corporation
Method and Apparatus for Distributing Interpreting and	US	Issued	09/524272	6895501	Attachmate

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PATENT REEL: 026268 FRAME: 0101

Title	Country	Status	App. No./Filing Date	Patent No. /Issue Date	Owner
Storing Heterogeneous Certificates in a Homogenous Public Key Infrastructure			3/13/00	5/17/05	Corporation
Applet Embedded Cross-Platform Caching	US	Issued	09/484455	6983315 1/3/06	Attachmate Corporation
System and Method for Communication with Host Internal Area Access (Peterson)	US	Issued	10/398595	7380024	Attachmate Corporation
Method and Apparatus for Allowing Host Application Data to be Accessed via Standard Database Access	US	Issued	10/150089 5/20/02	7421427 9/2/08	Attachmate Corporation
Techniques (DeForest)  Symbiotic Computer  Application and System and Method for Generation and Presentation of Same (Nanivadekar)	US	Granted	09/860837 5/17/01	7882497 2/1/11	Attachmate Corporation
	US	Pending	11183738 7/19/05		Attachmate Corporation
Proxy Server Security Token Authorization (Xia)	US	Issued	10/421948 4/24/03	7836493 11/16/10	Attachmate Corporation
	US	Pending	10/875606		Attachmate Corporation
Utilizing LDAP Directories for Application Access Control and Personalization (Minyailov)	US	Issued	10/876764	7571180 8/4/09	Attachmate Corporation
	US	Pending	11771941 2/06/06		Attachmate Corporation
	US	Pending	11/873691 10/17/07		Attachmate Corporation
	US	Pending	12/945921		Attachmate Corporation

Title	Country	Status	App. No./Filing Date	Patent No. /Issue Date	Owner
			11/15/10		