# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT   |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | Release of Security Interest in Patents First Lien (Releases RF 026268/0096) |  |

### **CONVEYING PARTY DATA**

| Name                                  | Execution Date |
|---------------------------------------|----------------|
| Credit Suisse AG, as Collateral Agent | 05/22/2012     |

## RECEIVING PARTY DATA

| Name:           | Attachmate Corporation |  |  |
|-----------------|------------------------|--|--|
| Street Address: | 1500 Dexter Avenue N.  |  |  |
| City:           | Seattle                |  |  |
| State/Country:  | WASHINGTON             |  |  |
| Postal Code:    | 98109                  |  |  |

## PROPERTY NUMBERS Total: 20

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 7882497 |
| Patent Number: | 7836493 |
| Patent Number: | 7571180 |
| Patent Number: | 7421427 |
| Patent Number: | 7380024 |
| Patent Number: | 6983315 |
| Patent Number: | 6980989 |
| Patent Number: | 6895501 |
| Patent Number: | 6807559 |
| Patent Number: | 6803914 |
| Patent Number: | 6519643 |
| Patent Number: | 6252607 |
| Patent Number: | 6173321 |
| Patent Number: | 6173319 |
| Patent Number: | 5951647 |
|                | DATENT  |

**PATENT** 

REEL: 028253 FRAME: 0059

| Application Number: | 11873691 |
|---------------------|----------|
| Application Number: | 11771941 |
| Application Number: | 11183738 |
| Application Number: | 10875606 |
| Application Number: | 12945921 |

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 038263-0259

NAME OF SUBMITTER: Anna T Kwan

#### Total Attachments: 6

source=Release First Lien (Patents) - Attachmate#page1.tif source=Release First Lien (Patents) - Attachmate#page2.tif source=Release First Lien (Patents) - Attachmate#page3.tif source=Release First Lien (Patents) - Attachmate#page4.tif source=Release First Lien (Patents) - Attachmate#page5.tif source=Release First Lien (Patents) - Attachmate#page6.tif

# RELEASE OF SECURITY INTEREST IN PATENTS FIRST LIEN

This RELEASE (this "<u>Patent Release</u>") is made as of May 22, 2012 from Credit Suisse AG, ("<u>CS</u>"), as Collateral Agent (as defined below) for the Beneficiaries (as defined in the First Lien Credit Agreement referred to below), to Attachmate Corporation (the "<u>Grantor</u>"). Unless otherwise defined herein, terms defined in the First Lien Credit Agreement and used herein have the meaning given to them in the First Lien Credit Agreement.

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") 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 Beneficiaries (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;

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor executed that certain Grant of Patent Security Interest, dated April 27, 2011 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a security interest in the Patent Collateral (as defined below);

WHEREAS, the Grant of Patent Security Agreement was recorded in the U.S. Patent and Trademark Office on May 12, 2011 at Reel/Frame No. 026268/0096 in favor of the Collateral Agent;

WHEREAS, the Collateral Agent, now desires to terminate, release and reassign the entirety of any security interest it may have in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Patent Release, the Collateral Agent, and the Grantor hereby agree as follows:

## <u>SECTION 1.</u> Patent Collateral. The term "Patent Collateral," as used herein, shall mean:

(a) 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

- (b) 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.
- SECTION 2. Release of Security Interest. The Collateral Agent, hereby terminates, cancels, releases, discharges, and reassigns to Grantor, any security interest it may have in the Patent Collateral. The Collateral Agent agrees, at the Borrower's expense, to cooperate with, and to provide the Borrowers, their successors, assigns, or other legal representatives with, the information and additional authorization necessary to effect the release of any security interest it may have in the Patent Collateral.
- SECTION 3. Recordation. The Collateral Agent, authorizes the recordation of this Patent Release with the United States Patent and Trademark Office and any other applicable registry.
- SECTION 4. Applicable Law. This Patent Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Release by its duly authorized officer as of the date first above written.

# CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

Name:

JUDITH E. SMITH MANAGING DIRECTOR

Title:

By: \_\_\_ Name:

Tyler R. Smith Associate

Title:

Signature page to Release of Patent Security Interests -First Lien (Attachmate Corporation)

# SCHEDULE A PATENT COLLATERAL

# **Patents and Patent Applications**

| Title  | Country | Status | App. No./Filing<br>Date | Patent<br>No./Issue<br>Date | Owner                     |
|--|---------|--------|-------------------------|-----------------------------|---------------------------|
| System and Method for<br>Communication with Host   | Canada  | Issued |                         | 2424 <del>69</del> 6        | Attachmate<br>Corporation |
| Internal Access (Peterson/Silverna)  |         |        |                         | 3/23/10                     |                           |
| Method and System for<br>Reconfiguring a   | US      | Issued | 09/034600               | 5951647                     | Attachmate<br>Corporation |
| Communications Stack   |         |        | 3/3/98                  | 9/14/99                     |                           |
| Using a Systems Network<br>Architecture Logical Unit   | US      | Issued | 09/075458               | 6173319                     | Attachmate                |
| Activation Request as a  Dynamic Configuration  Definition in a Gateway                              |         | ·      | 5/8/98                  | 1/9/01                      | Corporation               |
| Using a Systems Network  | US      | [squed | 09/440480               | 6173321                     | Attachmate                |
| Architecture Logical Unit Activation Request Unit as a Dynamic Configuration Definition in a Gateway | ٠       |        | 11/15/99                | 1/9/01                      | Corporation               |
|  |         |        |                         |                             |                           |
| Method and System for<br>Character Spacing in  | US      | Issued | 09/123910               | 6252607                     | Attachmate<br>Corporation |
| Graphics Terminal Emulation  |         |        | 7/27/98                 | 6/26/01                     | *                         |
| Method and Systems for a<br>Session Allocation Manager   | US      | Issued | 09/301775               | 6519643                     | Attachmate<br>Corporation |
|  | `       |        | 4/29/99                 | 2/11/03                     | oospotation.              |
| Method and Systems for a<br>Character Spacing in   | US      | Issued | 09/859898               | 6803914                     | Attachmate                |
| Graphics Terminal Emulation  |         |        | 5/16/01                 | 10/12/04                    | Corporation               |
| System and Method for<br>Applet Management   | US      | Issued | 09/544518               | 6807559                     | Attachmate                |
| rhises manakenzen  |         |        | 4/6/00                  | 10/19/04                    | Corporation               |
| System and Method for<br>Fransaction Access Control  | US      | Issued | 10/416276               | 6980989                     | Attachmate                |
| s annuments and whom whitely?  |         |        | 8/8/03                  | 12/27/05                    | Corporation               |
| Method and Apparatus for Distributing Interpreting and   | US      | Issued | 09/524272               | 6895501                     | Attachmate                |

| Title   | Country | Status  | App. No./Filing<br>Date | Patent<br>No. /Issue<br>Date | Owner                     |
|---|---------|---------|-------------------------|------------------------------|---------------------------|
| Storing Heterogeneous<br>Certificates in a Homogenous<br>Public Key Infrastructure  |         |         | 3/13/00                 | 5/17/05                      | Corporation               |
| Applet Embedded<br>Cross-Platform Caching   | US      | Issued  | 09/484455<br>1/18/00    | 6983315<br>1/3/06            | Attachmate<br>Corporation |
| System and Method for<br>Communication with Host<br>Internal Area Access<br>(Peterson)  | US      | Issued  | 10/398595               | 7380024<br>5/27/08           | Attachmate<br>Corporation |
| Method and Apparatus for<br>Allowing Host Application<br>Data to be Accessed via<br>Standard Database Access<br>Techniques (DeForest) | US      | Issued  | 10/150089               | 7421427<br>9/2/08            | Attachmate<br>Corporation |
| Symbiotic Computer Application and System and Method for Generation and Presentation of Same (Nanivadekar)                            | US      | Granted | 09/860837<br>5/17/01    | 7882497<br>2/1/11            | Attachmate<br>Corporation |
|   | US      | Pending | 7/19/05                 |                              | Attachmate<br>Corporation |
| Proxy Server Security Token<br>Authorization (Xia)  | US      | Issued  | 10/421948<br>4/24/03    | 7836493<br>11/16/10          | Attachmate<br>Corporation |
| aana ahaan madhala ka   | US      | Pending | 10/875606<br>6/27/03    | <b>300</b>                   | Attachmate<br>Corporation |
| Utilizing LDAP Directories<br>for Application Access<br>Control and Personalization<br>(Minyailov)                                    | US      | Issued  | 10/876764<br>6/28/04    | 7571180<br>8/4/09            | Attachmate<br>Corporation |
| x   | US      | Pending | 11771941<br>2/06/06     |                              | Attachmate<br>Corporation |
|   | US      | Pending | 10/17/07                |                              | Attachmate<br>Corporation |
| AMPRICA MARIANTANA AMPRICA SERVICIA (C. S.  | US      | Pending | 12/ <b>945921</b>       |                              | Attachmate<br>Corporation |

| Tide | Country | Status | App, No./Filing<br>Date | Patent<br>No./Issue<br>Date | Owner |
|------|---------|--------|-------------------------|-----------------------------|-------|
|      | -       |        | 11/15/10                |                             |       |

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