

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF PATENT SECURITY INTEREST (SECOND LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
NOVELL, INC.	04/30/2013
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13832738
Application Number:	13781385
Application Number:	13803365
Application Number:	13755943
CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
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ATTORNEY DOCKET NUMBER:	038263-0259
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/

Date:

04/30/2013

Total Attachments: 4

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, Novell, Inc., a Delaware 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**"), Novell, Inc. a Delaware corporation ("**Novell**" and together with Attachmate and NetIQ, the "**Borrowers**"), and The Attachmate Group, Inc., a Delaware corporation ("**Holdings**"), have entered into a Second Lien Credit Agreement dated as of May 22, 2012 (said Second 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 "**Second Lien Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Second Lien Credit Agreement from time to time, the "**Lenders**") and Credit Suisse AG, 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 Second Lien Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of May 22, 2012 (said Second 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 "**Second 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 Second Lien Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Second 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

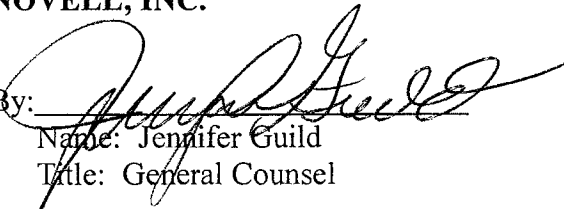
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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 Second 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 30th day of April, 2013.

NOVELL, INC.

By: 
Name: Jennifer Guild
Title: General Counsel

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

<u>Novell Patent Applications:</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Invention Disclosure Record Number</u>	<u>Subcase</u>
REMOTE ENABLING OF STORAGE	US	3/15/2013	13/832,738	IDR-2385	1
MOBILE TOUCH AUTHENTICATION REFRESH	US	2/28/2013	13/781,385	NIQ-0035	1
ANALYTIC INJECTION	US	3/14/2013	13/803,365	NIQ-0036	1
REMOTE KEYCHAIN FOR MOBILE DEVICES	US	1/31/2013	13/755,943	NIQ-0037	1