

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LANDesk Software, Inc.	04/08/2013
RECEIVING PARTY DATA	
Name:	Crimson Corp.
Street Address:	c/o LANDesk Software, Inc.
Internal Address:	698 West 10000 South
City:	South Jordan
State/Country:	UTAH
Postal Code:	84095
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13771753
Application Number:	13592975
Patent Number:	8412797
Application Number:	13854286
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NAME OF SUBMITTER:	Renee M. Prescan

PATENT

Signature:	/Renee M. Prescan/
Date:	05/21/2013
Total Attachments: 4 source=LANDesk - Crimson Patent Assignment (EXECUTED)#page1.tif source=LANDesk - Crimson Patent Assignment (EXECUTED)#page2.tif source=LANDesk - Crimson Patent Assignment (EXECUTED)#page3.tif source=LANDesk - Crimson Patent Assignment (EXECUTED)#page4.tif	

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of April 8, 2013 ("Effective Date") by and between **LANDesk Software, Inc.**, a Delaware corporation ("Assignor"), and **Crimson Corp.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, of even date herewith, by and between Assignor, VMware, Inc. and VMware Bermuda Limited ("Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor acquired the United States patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Patents, together with certain other intellectual property assets (collectively, the "IP Assets"), in exchange for satisfaction in full and cancellation of that certain Promissory Note, dated as of the date hereof, made by Assignor in favor of Assignee (the "Consideration").

WHEREAS, immediately following the consummation of this Assignment, the non-Americas exploitation rights associated with the Patents will be licensed from Assignee to LANDesk International Limited, together with certain other intellectual property assets, in exchange for satisfaction in full and cancellation of that certain Promissory Note, dated as of the date hereof, made by Assignee in favor of LANDesk International Limited.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patents (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application covering the inventions assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.


Assignor and Assignee may conduct a valuation of the IP Assets following the date of this Assignment. To the extent that the initial valuation of the IP Assets as of the date of this Assignment is inconsistent with such valuation (the "Final Valuation"), Assignor and Assignee will adjust the Consideration accordingly, through the payment of cash, issuance of a promissory note, settlement of existing intercompany payables or receivables or otherwise, to be consistent with the Final Valuation. Any such adjustment will be effective as of the date of this Assignment.

This Assignment may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

LANDESK SOFTWARE, INC.



Name: Mark McBride

Title: Chief Financial Officer

CRIMSON CORP.



Name: Mark McBride

Title: Chief Financial Officer

[Signature page to Patent Assignment]

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

Title	Application No. and Date	Issue No. and Date
Predicting Whether a Party Will Purchase a Product	13/771,753 2/20/2013	N/A
Providing an Information Technology Management Prescription	13/592,975 8/23/2012	N/A
Platform for Development and Deployment of System Administration Solutions*	12/870,322 8/27/2012	8,412,797 4/2/2013
Platform for Development and Deployment of System Administration Solutions	13/854,286 4/1/2013	N/A