

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2741917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CRIMSON CORPORATION	02/25/2014
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14068830
Application Number:	14061015
CORRESPONDENCE DATA	
Fax Number:	
Phone:	2149693641
Email:	aashley@jonesday.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JONES DAY
Address Line 1:	2727 NORTH HARWOOD STREET
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	175274-635076
NAME OF SUBMITTER:	DAVID L. ODOM
Signature:	/David L. Odom/
Date:	02/25/2014

Total Attachments: 5

source=Patent Security Agreement - First Lien#page1.tif

source=Patent Security Agreement - First Lien#page2.tif

source=Patent Security Agreement - First Lien#page3.tif

source=Patent Security Agreement - First Lien#page4.tif

source=Patent Security Agreement - First Lien#page5.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of February 25, 2014 (this "Patent Security Agreement"), by and among Crimson Corporation (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with any successor thereof, the "Administrative Agent") pursuant to that certain Credit Agreement, dated as of August 9, 2013, as amended and restated by that certain Amended and Restated First Lien Credit Agreement, dated as of February 25, 2014 (as so amended and restated and as hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Landslide Holdings, Inc., a Delaware corporation ("Borrower"), LANDesk Group, Inc., a Delaware corporation ("Holdings"), the lenders from time to time party thereto, the Administrative Agent, and Jefferies Finance LLC, as swingline lender and issuing bank.

W I T N E S S E T H:

WHEREAS, Pledgor is a party to that certain Guaranty and Collateral Agreement dated as of August 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Patent Collateral"): all patents and patent applications (whether issued or applied for), together with any and all (i) rights and privileges arising under Applicable Law with respect to the use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, substitutes, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto including damages, claims and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof, including the United States patents and patent applications, listed on Schedule 1 attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and any Secured Hedge Agreement and any Secured Cash Management Agreement have been paid in full and in cash (other than contingent indemnification and expense reimbursement obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents and any Secured Hedge Agreement and any Secured Cash Management Agreement, survive the termination thereof) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or Cash Collateralized, the security interest granted pursuant to the Collateral Agreement and the security interest granted herein shall terminate and be deemed released and upon written request of the Borrower, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

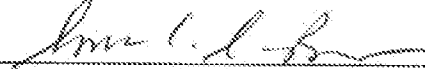
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CRIMSON CORPORATION,
a Delaware corporation


By: 

Name: Mark C. McBride

Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

None.

United States Patent Applications:

TITLE	COUNTRY	FILING DATE	SERIAL NO.	STATUS	PATENT / PUBL. NO.	ISSUE DATE	OWNER ¹
ENCODING LOCATION INFORMATION IN ALPHA CHANNELS FOR HTML REMOTE CONTROL	U.S.	10/31/2013	14/068,830	Pending			Crimson Corporation
SYSTEMS AND METHODS FOR MULTICAST MESSAGE ROUTING	U.S.	10/23/2013	14/061,015	Pending			Crimson Corporation

¹ Crimson Corporation is the owner of these patents. Grantors are in the process of updating title in all patents currently registered to LANDesk Software, Inc.