#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Second Lien (Releases RF 4542/0138)

#### **CONVEYING PARTY DATA**

	Name	Formerly	Execution Date	Entity Type
II.	Credit Suisse AG, as Collateral Agent		05/22/2012	THE CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

#### RECEIVING PARTY DATA

Name:	NetIQ Corporation
Street Address:	1500 Dexter Avenue N.
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98109
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3475845	AEGIS
Registration Number:	2118436	APPMANAGER
Registration Number:	2494226	
Registration Number:	3086343	INTELLIPOLICY
Registration Number:	2182121	KNOWLEDGE SCRIPTS
Registration Number:	2137942	NETIQ
Registration Number:	2496024	NETIQ
Registration Number:	3952286	NETIQ
Registration Number:	2914045	VIGILENT ENTERPRISE
Registration Number:	2854570	VIVINET
Registration Number:	3051976	XMP

TRADEMARK

REEL: 004785 FRAME: 0636

#### **CORRESPONDENCE DATA**

**Fax Number**: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0259
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	05/22/2012

#### Total Attachments: 5

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS SECOND LIEN

This RELEASE (this "<u>Trademark 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 Second Lien Credit Agreement referred to below), to NetIQ Corporation (the "<u>Grantor</u>"). Unless otherwise defined herein, terms defined in the Second Lien Credit Agreement and used herein have the meaning given to them in the Second Lien Credit Agreement.

WHEREAS, Attachmate Corporation, a Washington corporation ("Attachmate"), NetlQ Corporation, a Delaware corporation ("NetlQ"), Longview Software Acquisition Corp., a Delaware corporation ("Merger Sub" and together with Attachmate and NetlQ 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 NetlQ after consummation of the Merger, the "Borrowers"), and The Attachmate Group, Inc., a Delaware corporation ("Holdings") entered into a Second Lien Credit Agreement dated as of April 27, 2011 (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 ("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 Second Lien Credit Agreement, to extend certain credit facilities to Borrowers;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor executed that certain Grant of Trademark 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 "<u>Trademark Security Agreement</u>") pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Grant of Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on May 13, 2011 at Reel/Frame No. 4542/0138 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 Trademark 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 Trademark Release, the Collateral Agent, and the Grantor hereby agree as follows:

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

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or

other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

- (b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark 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 Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark 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 Trademark 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 Trademark Collateral.
- SECTION 3. Recordation. The Collateral Agent, authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office and any other applicable registry.
- <u>SECTION 4</u>. <u>Applicable Law</u>. This Trademark 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 Trademark Release by its duly authorized officer as of the date first above written.

### CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

Name:

By:

JUDITH E. SMITH MANASING DIRECTOR

Title:

By:

Name: Tyler R. Smith

Title;

Signature page to Release of Trademark Security Interests - Second Lien (NetIQ Corporation)

# SCHEDULE A TRADEMARK COLLATERAL Trademark Applications and Registrations

Trademark	Country	Status	App/Reg. No.	App./Reg. Date	Owner
APPMANAGER	Australia	Registered	804946	8/19/2002	NetIQ Corporation
NETIQ	Australia	Registered	806039	10/13/2000	NetIQ Corporation
VIVINET	Australia	Registered	934759	4/14//2003	NetIQ Corporation
APPMANAGER	Brazil	Registered	821611704	12/6//2005	NetIQ Corporation
NET IQ	Brazil	Registered	821630288	4/27/2004	NetIQ Corporation
APPMANAGER	Canada	Registered	TMA551277	9/21/2001	NetIQ Corporation
AUDITTRACK	Canada	Registered*	TMA456317	03/29/1996	NetIQ Corporation
NETIQ	Canada	Registered	TMA551278	9/21/2001	NetIQ Corporation
VIVINET	Canada	Allowed	TMA655564	12/21//2005	NetIQ Corporation
APPMANAGER	China	Registered	1518068	2/7/2001	NetIQ Corporation
NETIQ	China	Registered	1518066	2/7/2001	NetIQ Corporation
VIVINET	China	Registered	3404868	3/14/2004	NetIQ Corporation
APPMANAGER	EU/CTM	Registered	799684	4/16/1999	NetIQ Corporation
INTELLIPOLICY	EU/CTM	Registered*	4047601	7/24//2006	NetIQ Corporation
NET IQ	EU/CTM	Registered	684571	3/3/2000	NetIQ Corporation
VIGILENT ENTERPRISE	EU/CTM	Registered*	1286012	12/11/2000	NetIQ Corporation
VIVINET	EU/CIM	Registered	2942662	1/21/2004	NetIO Corporation
NETIQ	International Register	Registered	1052328	08/23/2010	NetIQ Corporation
APPANALYZER	Japan	Registered*	4500504	08/24/2001	NetIQ Corporation
APPMANAGER	Japan	Registered	4289597	7/2/1999	NetIO Corporation
APPMANAGER	Japan	Registered	4302143	8/6/1999	NetIQ Corporation
NET IQ (KATAKANA)	Japan	Registered	4302142	8/6/1999	NetIQ Corporation
NET IQ (KATAKANA)	Japan	Registered	4289596	7/2/1999	NetIQ Corporation
NETIO	Japan	Registered	4302141	8/6/1999	NetIQ Corporation
NETIO	Japan	Registered	5313970	4/2/2010	NetIQ Corporation
NETIQ	Japan	Registered*	4468799	04/20/2001	NetIQ Corporation
VIVINET	Japan	Registered	4674593	5/23//2003	NetIQ Corporation
APPMANAGER	Korea (South)	Registered	475208	8/16/2000	NetIQ Corporation
NET IQ	Korea (South)	Registered	477753	926/2000	NetIQ Corporation
APPANALYZER	Mexico	Registered*	696032	04/25/2001	NetIQ Corporation
APPMANAGER	Mexico	Registered	647649	3/28/2000	NetIQ Corporation
NETIQ	Mexico	Regiseered	647650	3/28/2000	NetIQ Corporation
NETIQ	Singapore	Registered	T0814219D	10/15/2008	NetIQ Corporation
VIVINET	Singapore	Registered	T02/1848D	6/17/2002	NetIQ Corporation
APPANALYZER	South Korea	Registered*	4005275200000	08/12/2002	NetIQ Corporation

Trademark	Country	Status	App/Reg. No.	App./Reg. Date	Owner
APPMANAGER	Taiwan	Registered	922583	1/1/2001	No.
					NetIQ Corporation
NET IQ VIVINET	Taiwan Taiwan	Registered Registered	924771 1063266	1/16/2001	NetIQ Corporation NetIO Corporation
KNOWLEDGE SCRIPTS	U.S. Federal	Registered	2182121	8/18/1998	NetiQ Corporation
NETIQ	U.S.	Pending	77969995	03/26/2010	NetIQ Corporation
AEGIS	U.S. Federal	Registered	3475845	7/29/2008	NetIQ Corporation
APPMANAGER	U.S. Federal	Registered	2118436	12/2/1997	NetIQ Corporation
DESIGN ONLY	U.S. Federal	Registered	2494226	10/2/2001	NetIO Corporation
INTELLIPOLICY	U.S. Federal	Registered*	3086343	4/25//2006	NetIQ Corporation
NETIO	U.S. Federal	Registered	2496024	10/9/2001	NetIQ Corporation
NETIO	U.S. Federal	Registered	2137942	2/17/1998	NetIO Corporation
VIVINET	U.S. Federal	Registered	2854570	6/15/2004	NetIO Corporation
XMP	U.S. Federal	Registered*	3051976	01/31//2006	NetIQ Corporation
VIGILENT ENTERPRISE	U.S. Federal	Registered*	2914045	12/28/2004	NetiQ Corporation

<sup>\*</sup>Company does not intend to take stops to maintain this application/registration.

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