

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LANDesk Group, Inc.		08/09/2013	CORPORATION: DELAWARE
Landslide Holdings, Inc.		08/09/2013	CORPORATION: DELAWARE
LANDesk Software, Inc.		08/09/2013	CORPORATION: DELAWARE
Crimson Acquisition Corp.		08/09/2013	CORPORATION: DELAWARE
Crimson Corporation		08/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3255563	LANDESK
Registration Number:	3783944	LANDESK
Registration Number:	2671025	LANDESK
Registration Number:	3930950	AVALANCHE
Registration Number:	2653644	W
Registration Number:	1959171	WAVELINK
Registration Number:	2749502	WAVELINK AVALANCHE
Registration Number:	2931087	WAVELINK MOBILE MANAGER
Registration Number:	2931071	WAVELINK STUDIO
Registration Number:	2863975	WAVELINK WIRELESS COMES TOGETHER
Registration Number:	2617168	WIRELESS COMES TOGETHER

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Registration Number:	3980901	
Registration Number:	3854950	SCUPDATES
Registration Number:	3948762	IT.SHAVLIK.COM
Registration Number:	3238535	ACTIVE VULNERABILITY MANAGEMENT
Registration Number:	3243921	SHAVLIK NETCHK
Registration Number:	3437641	MANAGED PLANET CONTROL YOUR JUNGLE
Registration Number:	2488207	SHAVLIK

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 326-3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Nathaniel Minott, Esq.
Address Line 1: 222 East 41st Street
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	175274-635076
NAME OF SUBMITTER:	Nathaniel Minott
Signature:	/Nathaniel Minott/
Date:	08/16/2013

Total Attachments: 10
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Trademark Security Agreement

This Trademark Security Agreement dated as of August 9, 2013 (this "Trademark Security Agreement"), by and among each guarantor listed on Schedule 1 hereto (the "Pledgors"), 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 (i) that certain Credit Agreement, dated as of August 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Project Landslide Holdings, Inc., a Delaware corporation ("Borrower"), LANDesk Group, Inc., a Delaware corporation ("Holdings"), the lenders from time to time party thereto, the several agents party thereto, including the Administrative Agent, Jefferies Finance LLC, as swingline lender and issuing bank.

WITNESSETH:

WHEREAS, Pledgors are 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 Trademark 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 Pledgors hereby agree 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 Trademark Collateral. Each 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 "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under Applicable Law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Pledgor of a security interest therein would result in loss by such Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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 Trademark 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 (other than contingent indemnification 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 Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

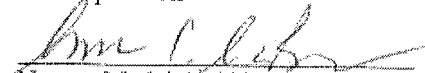
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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 PAGES FOLLOW]

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

LANDESK GROUP, INC.,
a Delaware corporation

By:



Name: Mark McBride

Title: Chief Financial Officer

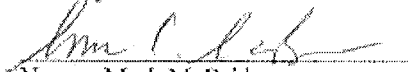
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005092 FRAME: 0551

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

LANDSLIDE HOLDINGS, INC.,
a Delaware corporation

By:



Name: Mark McBride

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005092 FRAME: 0552

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

LANDESK SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Mark McBride
Title: Chief Financial Officer

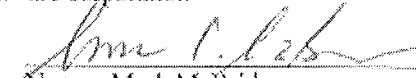
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005092 FRAME: 0553

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

CRIMSON ACQUISITION CORP.,
a Delaware corporation

By:



Name: Mark McBride

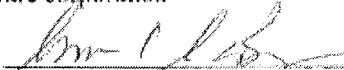
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005092 FRAME: 0554

IN WITNESS WHEREOF, each Pledgor has caused this Trademark 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 McBride
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005092 FRAME: 0555

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

LIST OF GUARANTORS

Company	Chief Executive Office and Principal Place of Business
LANDesk Group, Inc.	c/o Thoma Bravo, LLC 600 Montgomery Street, 32nd Floor San Francisco, CA 94111
Landslide Holdings, Inc.	c/o Thoma Bravo, LLC 600 Montgomery Street, 32nd Floor San Francisco, CA 94111
Crimson Acquisition Corp.	c/o LANDesk Software, Inc. 698 West 10000 South, Suite 500 South Jordan, UT 84095
LANDesk Software, Inc.	698 West 10000 South, Suite 500 South Jordan, UT 84095
Crimson Corporation	c/o LANDesk Software, Inc. 698 West 10000 South, Suite 500 South Jordan, UT 84095

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Crimson Corporation	3255563	6/26/2007	LANDESK
LANDesk Software Inc.	3783944	5/4/2010	LANDESK
Crimson Corporation	2671025	1/7/2003	LANDESK
Crimson Corporation	3930950	3/15/2011	AVALANCHE
Crimson Corporation	2653644	11/26/2002	W
Crimson Corporation	1959171	2/27/1996	WAVELINK 
Crimson Corporation	2749502	8/12/2003	WAVELINK AVALANCHE
Crimson Corporation	2931087	3/8/2005	WAVELINK MOBILE MANAGER
Crimson Corporation	2931071	3/8/2005	WAVELINK STUDIO
Crimson Corporation	2863975	7/20/2004	WAVELINK WIRELESS COMES TOGETHER
Crimson Corporation	2617168	9/10/2002	WIRELESS COMES TOGETHER
Crimson Corp.	3980901	6/21/2011	
Crimson Corp.	3854950	9/28/2010	SCUPDATES
Crimson Corp.	3948762	4/19/2011	IT.SHAVLIK.COM
Crimson Corp.	3238535	5/01/2007	ACTIVE VULNERABILITY MANAGEMENT
Crimson Corp.	3243921	5/22/2007	SHAVLIK NETCHK
Crimson Corporation	3437641	5/27/2008	MANAGED PLANET CONTROL YOUR JUNGLE
Crimson Corp.	2488207	9/11/2001	SHAVLIK

United States Trademark Applications:

None.