

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEAT Software USA Inc.		01/20/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4260438	BOUNCER	
Registration Number:	3873781	CORETRACE BOUNCER	
Registration Number:	4140973	INTELLIGENT WHITELISTING	
Registration Number:	4276186	INTELLIGENT WHITELISTING	
Registration Number:	3871112	IT SECURED. SUCCESS OPTIMIZED.	
Registration Number:	3521847	LUMENSION	
Registration Number:	3509732	LUMENSION	
Registration Number:	3502790	LUMENSION	
Registration Number:	3525330		
Registration Number:	3522011		
Registration Number:	3856462	PLANET ANTIVIRUS	
Registration Number:	1991498	FIRST LEVEL SUPPORT	
Registration Number:	4481190	FRONTRANGE	
Registration Number:	4481191	FRONTRANGE	
Registration Number:	4488036	FRONTRANGE	
Registration Number:	4481192	FRONTRANGE	
Registration Number:	4481193	FRONTRANGE	
Registration Number:	4488037	FRONTRANGE	
Registration Number:	4481195	FRONTRANGE THE HEAT IS ON	

OP \$890.00 4260438

Property Type	Number	Word Mark
Registration Number:	4488038	FRONTRANGE THE HEAT IS ON
Registration Number:	4481194	FRONTRANGE THE HEAT IS ON
Registration Number:	2041587	GOLDMINE
Registration Number:	2178070	GOLDSYNC
Registration Number:	2210801	HEAT
Registration Number:	5106390	HEAT LANREV
Registration Number:	5106391	HEAT LIVETIME
Registration Number:	5030438	HEAT SOFTWARE
Registration Number:	5030439	HEAT SOFTWARE
Registration Number:	5030437	HEAT SOFTWARE
Registration Number:	4068782	SAASIT
Registration Number:	2632197	SIMPLY POWERFUL
Registration Number:	2753613	FRONTRANGE SOLUTIONS
Registration Number:	2753614	FRONTRANGE SOLUTIONS
Registration Number:	2559582	CREATING CUSTOMERS FOR LIFE
Registration Number:	5071257	PATCHLINK

CORRESPONDENCE DATA

Fax Number: 2138918763

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	036608-0092
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/20/2017

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of January 20, 2017 (this “Trademark Security Agreement”), by and among each guarantor listed on Schedule 1 hereto (the “Pledgors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “Collateral Agent”) pursuant to that certain Second Lien Credit Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (i) initially, LANDESK SOFTWARE GROUP, INC. and HEAT SOFTWARE MERGER SUB, INC., (ii) upon the merger of LANDESK SOFTWARE GROUP, INC. with and into LANDESK GROUP, INC. and the merger of HEAT SOFTWARE MERGER SUB, INC. with and into HEAT SOFTWARE HOLDINGS, INC., LANDESK GROUP, INC. and HEAT SOFTWARE HOLDINGS, INC. and (iii) upon the merger of HEAT SOFTWARE HOLDINGS, INC. with and into LANDESK GROUP, INC., LANDESK GROUP, INC., a Delaware corporation (“Borrower”), LANDESK INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Pledgors and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to that certain Second Lien Security Agreement dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral 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 Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral 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), including the United States registrations and applications for registration, listed on Schedule 2 attached hereto together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use 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 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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security 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 have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral 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.

SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

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

By: 
Name: Mark McBride
Title: Chief Financial Officer

HEAT SOFTWARE USA INC.

By: 
Name: Mark McBride
Title: Chief Financial Officer

PARTY TIME PRODUCTIONS, LLC

By: 
Name: Mark McBride
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005972 FRAME: 0158

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 

Name: Andrew Eans

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]




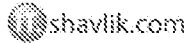
TRADEMARK
REEL: 005972 FRAME: 0159

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
PLEDGORS

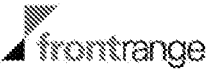
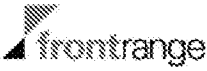

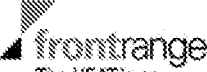
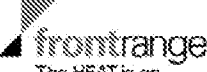
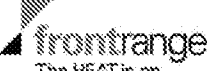

NAME	ADDRESS
CRIMSON CORPORATION	698 West 10000 South, Suite 500 South Jordan, UT 84095
HEAT SOFTWARE USA INC.	490 N. McCarthy Blvd., Suite 100 Milpitas, CA 95035
PARTY TIME PRODUCTIONS, LLC	698 West 10000 South, Suite 500 South Jordan, UT 84095

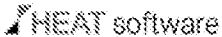
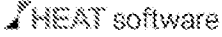
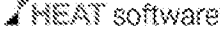

SCHEDULE 2
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	MARK	OWNER	FILING DATE	SER NO./REG. NO.	REG. DATE	STATUS
United States of America		Crimson Corporation	Sep-30-2010	3980901	Jun-21-2011	Registered
United States of America		Crimson Corporation	Apr-20-2001	2653644	Nov-26-2002	Registered
United States of America		Crimson Corporation	Dec-19-2013	4572053	Jul-22-2014	Registered
United States of America	ACTIVE VULNERABILITY MANAGEMENT	Crimson Corporation	Aug-22-2006	3238535	May-1-2007	Registered
United States of America	AVALANCHE	Crimson Corporation	Jul-19-2010	3930950	Mar-15-2011	Registered
United States of America	BOUNCER	HEAT Software USA Inc.		4260,438	2/7/2012	Registered
United States of America	CORETRACE BOUNCER	HEAT Software USA Inc.		3873781	1/23/2008	Registered
United States of America	INTELLIGENT WHITELISTING	HEAT Software USA Inc.		4140973	8/30/2010	Registered
United States of America	INTELLIGENT WHITELISTING	HEAT Software USA Inc.		4276186	8/30/2010	Registered
United States of America	IT SECURED. SUCCESS OPTIMIZED.	HEAT Software USA Inc.		3871112	2/26/2009	Registered
United States of America	IT.SHAVLIK.COM 	Crimson Corporation	Dec-10-2009	3948762	4/19/2011	Registered
United States of America	LANDESK	Crimson Corporation	Apr-20-2006	3255563	Jun-26-2007	Registered
United States of America	LANDESK	Crimson Corporation	Sep-9-2009	3783944	May-4-2010	Registered
United States of	LANDESK	Crimson Corporation	Sep-20-2000	2671025	Jan-7-2003	Registered

COUNTRY	MARK	OWNER	FILING DATE	SER NO./REG. NO.	REG. DATE	STATUS
America						
United States of America	LANDESK	Crimson Corporation	Dec-16-2013	4571828	Jul-22-2014	Registered
United States of America	LUMENSION	HEAT Software USA Inc.		3521847	7/10/2007	Registered
United States of America	LUMENSION (and design)	HEAT Software USA Inc.		3509732	8/31/2007	Registered
United States of America	LUMENSION and Design 	HEAT Software USA Inc.		3502790	9/1/2007	Registered
United States of America	Miscellaneous Design 	HEAT Software USA Inc.		3525330	8/31/2007	Registered
United States of America	Miscellaneous Design 	HEAT Software USA Inc.		3522011	8/30/2007	Registered
United States of America	PLANET ANTIVIRUS	HEAT Software USA Inc.		3856462	2/23/2010	Registered
United States of America	SCUPDATES	Crimson Corporation	Dec-14-2009	3854950	Sep-28-2010	Registered
United States of America	SHAVLIK	Crimson Corporation	Nov-16-1998	2488207	Sep-11-2001	Registered
United States of America	SHAVLIK NETCHK	Crimson Corporation	Nov-28-2005	3243921	May-22-2007	Registered
United States of America	WAVELINK	Crimson Corporation	Jun-14-1993	1959171	Feb-27-1996	Registered
United States of America	WAVELINK AVALANCHE	Crimson Corporation	Jan-15-2002	2749502	Aug-12-2003	Registered
United States of America	WAVELINK STUDIO	Crimson Corporation	Oct-9-2000	2931071	Mar-8-2005	Registered
United States of America	WIRELESS COMES TOGETHER	Crimson Corporation	Feb-2-2001	2617168	Sep-10-2002	Registered
United States of America	XTRACTION	Crimson Corporation	Apr-1-2011	4330116	May-7-2013	Registered
United States of America	FIRST LEVEL SUPPORT	HEAT Software	03/26/1993	1991498	08/06/1996	Registered

COUNTRY	MARK	OWNER	FILING DATE	SER NO./REG. NO.	REG. DATE	STATUS
America		USA Inc.				
United States of America	FRONTRANGE	HEAT Software USA Inc.	07/09/2013	4481190	02/11/2014	Registered
United States of America	FRONTRANGE	HEAT Software USA Inc.	07/09/2013	4481191	02/11/2014	Registered
United States of America	FRONTRANGE	HEAT Software USA Inc.	07/09/2013	4488036	02/25/2014	Registered
United States of America	FRONTRANGE and Design 	HEAT Software USA Inc.	07/09/2013	4481192	02/11/2014	Registered
United States of America	FRONTRANGE and Design 	HEAT Software USA Inc.	07/09/2013	4481193	02/11/2014	Registered
United States of America	FRONTRANGE and Design 	HEAT Software USA Inc.	07/09/2013	4488037	02/25/2014	Registered
United States of America	FRONTRANGE THE HEAT IS ON 	HEAT Software USA Inc.	07/09/2013	4481195	02/11/2014	Registered
United States of America	FRONTRANGE THE HEAT IS ON 	HEAT Software USA Inc.	07/09/2013	4488038	02/25/2014	Registered
United States of America	FRONTRANGE THE HEAT IS ON 	HEAT Software USA Inc.	07/09/2013	4481194	02/11/2014	Registered
United States of America	GOLDMINE in Stylized Letters 	HEAT Software USA Inc.	11/16/1994	2041587	03/04/1997	Registered
United States of America	GOLDSYNC	HEAT Software USA Inc.	02/28/1997	2178070	08/04/1998	Registered
United States of America	HEAT	HEAT Software USA Inc.	10/03/1997	2210801	12/15/1998	Registered
United	HEAT LANREV	HEAT	12/03/2015	5106390	12/20/2016	Registered

COUNTRY	MARK	OWNER	FILING DATE	SER NO./REG. NO.	REG. DATE	STATUS
States of America		Software USA Inc.				
United States of America	HEAT LIVETIME	HEAT Software USA Inc.	12/03/2015	5106391	12/20/2016	Registered
United States of America	HEAT SOFTWARE and Design 	HEAT Software USA Inc.	11/18/2015	5030438	08/30/2016	Registered
United States of America	HEAT SOFTWARE and Design 	HEAT Software USA Inc.	11/18/2015	5030439	08/30/2016	Registered
United States of America	HEAT SOFTWARE and Design 	HEAT Software USA Inc.	11/18/2015	5030437	08/30/2016	Registered
United States of America	SAASIT	HEAT Software USA Inc.	06/01/2010	4068782	12/06/2011	Registered
United States of America	SIMPLY POWERFUL	HEAT Software USA Inc.	05/18/1999	2632197	10/08/2002	Registered
United States of America	FRONTRANGE SOLUTIONS & Design (IC 042) 	HEAT Software USA Inc.	8/11/2000	2753613	8/19/2003	Registered
United States of America	FRONTRANGE SOLUTIONS	HEAT Software USA Inc.	8/11/2000	2753614	8/19/2003	Registered
United States of America	CREATING CUSTOMERS FOR LIFE	HEAT Software USA Inc.	9/21/1999	2559582	4/9/2002	Registered
United States of America	PATCHLINK	HEAT Software USA Inc.	9/11/2015	5071257	11/1/2016	Registered