

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetIQ Corporation		06/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Second Lien Collateral Agent
Street Address:	Eleven Madison Avenue
Internal Address:	OMA-2
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2750818	APPANALYZER
Registration Number:	2118436	APPMANAGER
Registration Number:	2494226	
Registration Number:	2449008	FAZAM
Registration Number:	2464028	FAZAM 2000
Registration Number:	3086343	INTELLIPOLICY
Registration Number:	2182121	KNOWLEDGE SCRIPTS
Registration Number:	2626840	MISSION CRITICAL SOFTWARE FOR E-BUSINESS
Registration Number:	2496024	NETIQ
Registration Number:	2137942	NETIQ
Registration Number:	2465019	NETIQ PARTNER NETWORK
Registration Number:	2914045	VIGILENT ENTERPRISE
Registration Number:	2854570	VIVINET

CH \$390.00 2750818

Registration Number:	2189210	WORK SMARTER
Registration Number:	3051976	XMP

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: gdurham@omm.com
 Correspondent Name: Gina M. Durham, Esq.
 Address Line 1: 400 South Hope Street
 Address Line 2: O'Melveny & Myers LLP
 Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	07/04/2006

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 30, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), AMONG ATTACHMATE CORPORATION, NINTH TEE MERGER SUB, INC., NETIQ CORPORATION (COLLECTIVELY, “**BORROWERS**”), WIZARD HOLDING CORPORATION, THE SUBSIDIARIES OF BORROWERS FROM TIME TO TIME PARTY THERETO, CREDIT SUISSE, CAYMAN ISLANDS BRANCH (“**CREDIT SUISSE**”), AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN) AND CREDIT SUISSE, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECURED PARTY, FOR THE BENEFIT OF THE BENEFICIARIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECURED PARTY AND THE OTHER BENEFICIARIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

WHEREAS, NETIQ CORPORATION, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, Ninth Tee Merger Sub, Inc., a Delaware corporation, Attachmate Corporation, a Washington corporation (the “**Borrowers**”), have entered into a Second Lien Credit Agreement dated as of June 30, 2006 (said 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, Cayman Islands Branch (“**CS**”), as administrative agent for Lenders (in such capacity, “**Administrative Agent**”) and as collateral agent for Lenders (in such capacity, “**Secured Party**”) 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; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more hedge agreements (collectively, the “**Secured Swap Agreements**”) with one or more Persons that are Lenders or the Collateral Agent (as defined in the Second Lien Credit Agreement) or Affiliates of Lenders or the Collateral Agent at the time such Secured Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of June 30, 2006 (said Second Lien Security 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 Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Second Lien Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Second Lien Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, 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

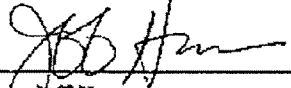
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of June, 2006.

NETIQ CORPORATION

By: 
Name: Jeff Hawn
Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Current Owner
1.	APPANALYZER	76079969	6/28/00	2750818	8/12/03	NetIQ Corp.
2.	APPMANAGER	75102997	5/13/96	2118436	12/2/97	NetIQ Corp.
3.	Design Only	76091679	7/17/00	2494226	10/2/01	NetIQ Corp.
4.	FAZAM	75920245	2/4/00	2449008	5/8/01	NetIQ Corp.
5.	FAZAM 2000	78006273	5/1/00	2464028	6/26/01	NetIQ Corp.
6.	INTELLIPOLICY	78395755	4/2/04	3086343	3/8/05	NetIQ Corp.
7.	KNOWLEDGE SCRIPTS	75292227	5/15/97	2182121	8/18/98	NetIQ Corp.
8.	MISSION CRITICAL SOFTWARE FOR E-BUSINESS	76091570	7/17/00	2626840	9/24/02	NetIQ Corp.
9.	NETIQ	76091677	7/17/00	2496024	10/9/01	NetIQ Corp.
10.	NETIQ	75155665	8/26/96	2137942	2/17/98	NetIQ Corp.
11.	NETIQ PARTNER NETWORK	75739077	6/29/99	2465019	7/3/01	NetIQ Corp.
12.	VIGILENT ENTERPRISE	75698388	5/5/99	2914045	12/28/04	NetIQ Corp.
13.	VIVINET	76422058	6/17/02	2854570	6/15/04	NetIQ Corp.
14.	WORK SMARTER	75317539	6/30/97	2189210	9/15/98	NetIQ Corp.
15.	XMP	76307498	8/29/01	3051976	1/31/06	NetIQ Corp.

Schedule A-1

LA3:1119281

RECORDED: 07/04/2006

**TRADEMARK
REEL: 003341 FRAME: 0237**