

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMC SOFTWARE, INC.		06/01/2020	Corporation: DELAWARE
BLADELOGIC, INC.		06/01/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as collateral agent
Street Address:	601 Travis Street, 16th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	4759874	
Registration Number:	4759869	
Registration Number:	2072981	ACTION REQUEST SYSTEM
Registration Number:	3109232	ALIGNABILITY
Registration Number:	1887028	ALTER
Registration Number:	2276944	AR SYSTEM
Registration Number:	2705349	BLADELOGIC
Registration Number:	4759878	BMC
Registration Number:	4759870	BMC
Registration Number:	4759996	BMC
Registration Number:	4759872	BMC
Registration Number:	2608243	BMC
Registration Number:	5832387	BMC AMI
Registration Number:	4848968	BMC APPZONE
Registration Number:	3446484	BMC ATRIUM
Registration Number:	5433771	BMC DIGITAL ENTERPRISE MANAGEMENT
Registration Number:	5821845	BMC HELIX

CH \$2315.00 4759874

Property Type	Number	Word Mark
Registration Number:	2377242	BMC SOFTWARE
Registration Number:	2427989	BMC SOFTWARE
Registration Number:	2001227	BMC SOFTWARE
Registration Number:	2567880	BMCSOFTWARE
Registration Number:	2458178	BMCSOFTWARE
Registration Number:	4759871	BRING IT TO LIFE
Registration Number:	4755938	BRING IT TO LIFE
Registration Number:	2544426	CDB
Registration Number:	4807098	CLOUD LIFECYCLE MANAGEMENT
Registration Number:	1119132	CMF
Registration Number:	1742863	CONTROL-D
Registration Number:	3109626	CONTROL-M
Registration Number:	1902409	CONTROL-O
Registration Number:	2024905	CONTROL-V
Registration Number:	5175924	CORRELOG
Registration Number:	1675707	DATA PACKER
Registration Number:	5767126	DBDEFENDER
Registration Number:	1541353	DELTA IMS
Registration Number:	5224784	DIGITAL ENTERPRISE MANAGEMENT
Registration Number:	1963579	ENERGIZER
Registration Number:	1591772	EXTENDED COMPRESSION ARCHITECTURE
Registration Number:	5144492	FOOTPRINTS
Registration Number:	5153872	FOOTPRINTS
Registration Number:	2135007	FOOTPRINTS
Registration Number:	4768808	ICAP
Registration Number:	2686919	INCONTROL
Registration Number:	5238418	INTELLIGENT CAPPING
Registration Number:	1723355	IOA
Registration Number:	2476483	KNOWLEDGE MODULE
Registration Number:	2377737	LOADPLUS
Registration Number:	2567978	MAINVIEW
Registration Number:	1851040	MAINVIEW
Registration Number:	2468418	MAXM
Registration Number:	3284269	MISSION CONTROL
Registration Number:	4977900	MYEBC
Registration Number:	4688995	MYITPORTAL
Registration Number:	3542202	NEXT GENERATION TECHNOLOGY
Registration Number:	3542201	NGT

Property Type	Number	Word Mark
Registration Number:	4845792	NGT
Registration Number:	1744337	OPERTUNE
Registration Number:	2577035	PATROL
Registration Number:	2467006	PATROL
Registration Number:	2001229	PATROL
Registration Number:	2002876	POINTER CHECKER PLUS
Registration Number:	2466446	PROACTIVENET
Registration Number:	2437604	PROACTIVENET
Registration Number:	2001225	R+/CHANGE ACCUM
Registration Number:	1447196	REMEDY
Registration Number:	3328177	REMEDY
Registration Number:	4352891	REMEDYFORCE
Registration Number:	2991592	SQL-BACKTRACK
Registration Number:	1561889	SUPEROPTIMIZER
Registration Number:	4286112	TRACK-IT!
Registration Number:	1748294	TRACK-IT!
Registration Number:	5127182	TRUESIGHT
Registration Number:	3430658	TRUESIGHT
Registration Number:	4917659	TRUESIGHT
Registration Number:	5156886	TRUESIGHT INTELLIGENCE
Registration Number:	1797646	UNLOAD PLUS
Registration Number:	1560678	XCA
Registration Number:	5421395	ZDEFENDER
Registration Number:	2420041	
Registration Number:	2449887	
Registration Number:	2226413	ENTERPRISE SECURITYSTATION
Registration Number:	3705665	HALO
Registration Number:	4513841	MYIT
Registration Number:	4397233	MYIT
Registration Number:	4501277	MYIT
Registration Number:	4397227	MYIT
Registration Number:	2208354	Q PASA!
Registration Number:	2234498	CONTROL-SA
Serial Number:	88708723	
Serial Number:	88817629	
Serial Number:	88770114	AUTOMATED MAINFRAME INTELLIGENCE
Serial Number:	88516832	RUN AND REINVENT

CORRESPONDENCE DATA**Fax Number:** 2028357586*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.***Phone:** 202-835-7500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, LLP**Address Line 4:** Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.00069
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/04/2020

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 1, 2020, is among the Persons listed on the signature pages hereof (the “Grantors”), in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (in such capacity, the “Agent”) for the benefit of the Second Lien Notes Secured Parties in connection with that certain Indenture, dated as of June 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among Boxer Parent Company, Inc., a Delaware corporation (the “Issuer”), the Guarantors party thereto from time to time and The Bank of New York Mellon Trust Company, N.A., as the Trustee and the Collateral Agent for the benefit of the Second Lien Notes Secured Parties.

W I T N E S S E T H:

WHEREAS, in connection with the Indenture, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of June 1, 2020 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Second Lien Notes Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property;

WHEREAS, the Grantors are Affiliates of one another and will derive substantial direct and indirect benefits from the issuance of the Notes pursuant to the Indenture, and each of the Grantors is willing to execute and deliver this Agreement for the benefit of the Second Lien Notes Secured Parties; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Indenture and induce the Holders to purchase the Notes, the Grantors hereby agree with the Collateral Agent, for the benefit of the Second Lien Notes Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Second Lien Notes Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Second Lien Notes Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Lien Notes Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Second Lien Notes Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Notes Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.


5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic signature and transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

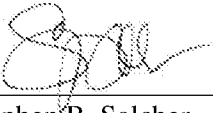
7. Recitals. The recitals contained herein shall be taken as the statements of the Grantors, and the Collateral Agent assumes no responsibility for their correctness. The Collateral Agent makes no representations as to the validity or sufficiency of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


BMC SOFTWARE, INC.,
as the Grantor

By: 
Name: Stephen B. Solcher
Title: Senior Vice President, Chief Financial Officer

BLADELOGIC, INC.,
as the Grantor

By: 
Name: Stephen B. Solcher
Title: President


THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., not in its individual capacity, but
solely as the Collateral Agent

By: 
Name: Manjari Purkayastha
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARKS NOT
RENEWED



Trademark	Registration No.	Registration Date	Owner
Double Helix Design 	4759874	06/23/2015	BMC Software, Inc.
Double Helix Design 	4759869	06/23/2015	BMC Software, Inc.
ACTION REQUEST SYSTEM	2072981	06/24/1997	BMC Software, Inc.
ALIGNABILITY	3109232	06/27/2006	BMC Software, Inc.
ALTER	1887028	04/04/1995	BMC Software, Inc.
AR SYSTEM	2276944	09/14/1999	BMC Software, Inc.
BLADELOGIC	2705349	04/08/2003	BladeLogic, Inc.
BMC	4759878	06/23/2015	BMC Software, Inc.
BMC and Design 	4759870	06/23/2015	BMC Software, Inc.
BMC	4759996	06/23/2015	BMC Software, Inc.
BMC and Design 	4759872	06/23/2015	BMC Software, Inc.
BMC	2608243	08/13/2002	BMC Software, Inc.
BMC AMI	5832387	08/13/2019	BMC Software, Inc.
BMC APPZONE	4848968	11/10/2015	BMC Software, Inc.
BMC ATRIUM	3446484	06/10/2008	BMC Software, Inc.
BMC DIGITAL ENTERPRISE MANAGEMENT	5433771	03/27/2018	BMC Software, Inc.
BMC HELIX	5821845	07/30/2019	BMC Software, Inc.
BMC SOFTWARE	2377242	08/15/2000	BMC Software, Inc.
BMC SOFTWARE	2427989	02/13/2001	BMC Software, Inc.

Trademark	Registration No.	Registration Date	Owner
BMC SOFTWARE	2001227	09/17/1996	BMC Software, Inc.
BMC SOFTWARE and Design 	2567880	05/07/2002	BMC Software, Inc.
BMC SOFTWARE and Design 	2458178	06/05/2001	BMC Software, Inc.
BRING IT TO LIFE	4759871	06/23/2015	BMC Software, Inc.
BRING IT TO LIFE	4755938	06/16/2015	BMC Software, Inc.
CDB (Stylized) 	2544426	03/05/2002	BMC Software, Inc.
CLOUD LIFECYCLE MANAGEMENT	4807098	09/08/2015	BMC Software, Inc.
CMF	1119132	05/29/1979	BMC Software, Inc.
CONTROL-D	1742863	12/29/1992	BMC Software, Inc.
CONTROL-M	3109626	06/27/2006	BMC Software, Inc.
CONTROL-O	1902409	07/04/1995	BMC Software, Inc.
CONTROL-V	2024905	12/24/1996	BMC Software, Inc.
CORRELOG	5175924	04/04/2017	BMC Software, Inc.
DATA PACKER	1675707	02/18/1992	BMC Software, Inc.
DBDEFENDER	5767126	06/04/2019	BMC Software, Inc.
DELTA IMS	1541353	05/30/1989	BMC Software, Inc.
DIGITAL ENTERPRISE MANAGEMENT	5224784	06/13/2017	BMC Software, Inc.
ENERGIZER	1963579	03/19/1996	BMC Software, Inc.
EXTENDED COMPRESSION ARCHITECTURE	1591772	04/17/1990	BMC Software, Inc.
FOOTPRINTS	5144492	02/21/2017	BladeLogic, Inc.
FOOTPRINTS	5153872	03/07/2017	BladeLogic, Inc.
FOOTPRINTS	2135007	02/03/1998	BladeLogic, Inc.
ICAP	4768808	07/07/2015	BMC Software, Inc.



Trademark	Registration No.	Registration Date	Owner
INCONTROL	2686919	02/11/2003	BMC Software, Inc.
INTELLIGENT CAPPING	5238418	07/04/2017	BMC Software, Inc.
IOA	1723355	10/13/1992	BMC Software, Inc.
KNOWLEDGE MODULE	2476483	08/07/2001	BMC Software, Inc.
LOADPLUS	2377737	08/15/2000	BMC Software, Inc.
MAINVIEW	2567978	05/07/2002	BMC Software, Inc.
MAINVIEW	1851040	08/23/1994	BMC Software, Inc.
MAXM	2468418	07/10/2001	BMC Software, Inc.
MISSION CONTROL	3284269	08/28/2007	BMC Software, Inc.
MYEBC	4977900	06/14/2016	BMC Software, Inc.
MYITPORTAL	4688995	02/17/2015	BMC Software, Inc.
NEXT GENERATION TECHNOLOGY	3542202	12/02/2008	BMC Software, Inc.
NGT	3542201	12/02/2008	BMC Software, Inc.
NGT	4845792	11/03/2015	BMC Software, Inc.
OPERTUNE	1744337	01/05/1993	BMC Software, Inc.
PATROL	2577035	06/11/2002	BMC Software, Inc.
PATROL	2467006	07/10/2001	BMC Software, Inc.
PATROL	2001229	09/17/1996	BMC Software, Inc.
POINTER CHECKER PLUS	2002876	09/24/1996	BMC Software, Inc.
PROACTIVENET	2466446	07/03/2001	BMC Software, Inc.
PROACTIVENET	2437604	03/20/2001	BMC Software, Inc.
R+/CHANGE ACCUM	2001225	09/17/1996	BMC Software, Inc.
REMEDY	1447196	07/14/1987	BMC Software, Inc.
REMEDY	3328177	11/06/2007	BMC Software, Inc.
REMEDYFORCE	4352891	06/18/2013	BMC Software, Inc.
SQL-BACKTRACK	2991592	09/06/2005	BMC Software, Inc.
SUPEROPTIMIZER	1561889	10/24/1989	BMC Software, Inc.
TRACK-IT!	4286112	02/05/2013	BladeLogic, Inc.

Trademark	Registration No.	Registration Date	Owner
TRACK-IT!	1748294	01/26/1993	BladeLogic, Inc.
TRUESIGHT	5127182	01/24/2017	BMC Software, Inc.
TRUESIGHT	3430658	05/20/2008	BMC Software, Inc.
TRUESIGHT	4917659	03/15/2016	BMC Software, Inc.
TRUESIGHT INTELLIGENCE	5156886	03/07/2017	BMC Software, Inc.
UNLOAD PLUS	1797646	10/12/1993	BMC Software, Inc.
XCA	1560678	10/17/1989	BMC Software, Inc.
ZDEFENDER	5421395	03-13-2018	BMC Software, Inc.

TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date	Owner
Double Helix Design (Shaded) 	88/708,723	11/27/2019	BMC Software, Inc.
Double Helix Design (Shaded) 	88/817,629	03/02/2020	BMC Software, Inc.
AUTOMATED MAINFRAME INTELLIGENCE	88/770,114	01/22/2020	BMC Software, Inc.
RUN AND REINVENT	88/516,832	07/16/2019	BMC Software, Inc.

TRADEMARKS BMC WILL NOT RENEW

Trademark	Registration No.	Registration Date	Owner
Design 	2420041 ¹	01/09/2001	BMC Software, Inc.
Design  Design	2449887 ²	05/08/2001	BMC Software, Inc.
ENTERPRISE SECURITYSTATION	2226413 ³	2/23/1999	BMC Software, Inc.
HALO	3705665 ⁴	11/3/2009	BMC Software, Inc.
MYIT	4513841 ⁵	04/15/2014	BMC Software, Inc.
MYIT	4397233 ⁶	09/03/2013	BMC Software, Inc.
MYIT	4501277 ⁷	03/25/2014	BMC Software, Inc.
MYIT	4397227 ⁸	09/03/2013	BMC Software, Inc.
Q PASA!	2208354 ⁹	12/8/1998	BMC Software, Inc.
CONTROL-SA	2234498 ¹⁰	03/23/1999	BMC Software, Inc.

¹ This trademark is no longer used and will not be renewed at the next renewal deadline in 2021.

² This trademark is no longer used and will be not be renewed at the next renewal deadline in 2021.

³ This trademark registration has been abandoned. The renewal grace period deadline has passed, but the registration is still listed as live in the Trademark Status Document Retrieval system (TSDR). The TSDR registration status will be updated to cancelled in due course.

⁴ This trademark registration has been abandoned. The renewal grace period deadline has passed, but the registration is still listed as live in the TSDR. The TSDR registration status will be updated to cancelled in due course.

⁵ This trademark registration has been abandoned. The renewal grace period deadline has not yet passed, so the registration is still listed as live in the TSDR.

⁶ This trademark registration has been abandoned. The renewal grace period deadline has passed, but the registration is still listed as live in the TSDR. The TSDR registration status will be updated to cancelled in due course.

⁷ This trademark registration has been abandoned. The renewal grace period deadline has not yet passed, so the registration is still listed as live in the TSDR.

⁸ This trademark registration has been abandoned. The renewal grace period deadline has passed, but the registration is still listed as live in the TSDR. The TSDR registration status will be updated to cancelled in due course.

⁹ This trademark registration has been abandoned. The renewal grace period deadline has passed, but the registration is still listed as live in the TSDR. The TSDR registration status will be updated to cancelled in due course.

¹⁰ This trademark registration has been abandoned. The renewal grace period deadline has passed, but the registration is still listed as live in the TSDR. The TSDR registration status will be updated to cancelled in due course.

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