TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vision Solutions, Inc.		10/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as administrative agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2624687	VISION SUITE
Registration Number:	2347987	VISION SOLUTIONS
Registration Number:	2358967	VISION SOLUTIONS
Registration Number:	2008017	SYMBIATOR
Serial Number:	76440193	ORION

CH $140.00 2624687

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1642719

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/09/2006

Total Attachments: 5
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FIRST LIEN TRADEMARK COLLATERAL AGREEMENT

This 31st day of October, 2006, VISION SOLUTIONS, INC., a Delaware corporation (*"Debtor"*), with its principal place of business and mailing address at 17911 Von Karman, Irvine, California 92614, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank (*"BMO"*), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the *"Agent"*), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain First Lien Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the *"Security Agreement"*).

Notwithstanding the foregoing, this First Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*).

Debtor does hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this First Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this First Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VISION SOLUTIONS, INC.

By _____
Name: DON SCOTT
Its: CFO

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name: _____
Its: _____

[Signature Page to Vision Solutions, Inc. Trademark Collateral Agreement]

Debtor does hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this First Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this First Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VISION SOLUTIONS, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name: Mark W. Piekos
Its: Managing Director

[Signature Page to Vision Solutions, Inc. Trademark Collateral Agreement]

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATION

Mark	Country	Registration Number	Registration Date
VISION SUITE	USA	2,624,687	9/24/2002
VISION SOLUTIONS	USA	2,347,987	5/9/2000
VISION SOLUTIONS	USA	2,358,967	6/20/2000
SYMBIATOR	USA	2,008,017	10/15/1996

TRADEMARK APPLICATIONS

Mark	Country	Application Number	Filing Date
ORION	USA	76/440,193	8/14/2002

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.