

## 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           |
|------------------------|----------|----------------|-----------------------|
| Vision Solutions, Inc. |          | 10/31/2006     | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

|                   |   |
|-------------------|---|
| Name:             | American Capital Financial Services, Inc. |
| Street Address:   | 2 Bethesda Metro Center, 14th Floor       |
| Internal Address: | Attn: Brett Hyman                         |
| City:             | Bethesda                                  |
| State/Country:    | MARYLAND                                  |
| Postal Code:      | 20814                                     |
| Entity Type:      | CORPORATION: DELAWARE                     |

## 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            |

## CORRESPONDENCE DATA

Fax Number: (301)654-6714

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 301 841-1359

Email: brett.hyman@americancapital.com

Correspondent Name: American Capital Strategies, Ltd

Address Line 1: 2 Bethesda Metro Center, 14th Floor

Address Line 2: Attn: Brett Hyman

Address Line 4: Bethesda, MARYLAND 20814

OP \$140.00 2624687

900067450

TRADEMARK  
REEL: 003466 FRAME: 0345

|   |               |
|---|---------------|
| NAME OF SUBMITTER:  | Brett Hyman   |
| Signature:  | /Brett Hyman/ |
| Date:   | 01/23/2007    |
| <b>Total Attachments: 6</b><br>source=Trademark Collateral Agreement (Vision)#page1.tif<br>source=Trademark Collateral Agreement (Vision)#page2.tif<br>source=Trademark Collateral Agreement (Vision)#page3.tif<br>source=Trademark Collateral Agreement (Vision)#page4.tif<br>source=Trademark Collateral Agreement (Vision)#page5.tif<br>source=Trademark Collateral Agreement (Vision)#page6.tif |               |

## SECOND 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 AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("*ACFS*"), with its mailing address at 2 Bethesda Metro Center, 14<sup>th</sup> Floor, Bethesda, Maryland 20814, acting as administrative agent hereunder for the Secured Parties as defined in that certain Security Agreement referred to below (said ACFS acting as such agent and any successor or successors to ACFS 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 Second 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 Second 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*").

The lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Security Agreement). In the event of any conflict

between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows.]*

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

VISION SOLUTIONS, INC.

By: Don Scott  
Name: DON SCOTT  
Its: CFO

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

AMERICAN CAPITAL FINANCIAL SERVICES,  
INC., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

X&B 11445437.1

Debtor does hereby further acknowledge 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 Second Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

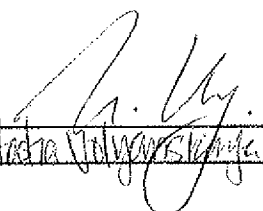
IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VISION SOLUTIONS, INC.

By  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and agreed to at Bethesda, Maryland as of the day and year last above written.

AMERICAN CAPITAL FINANCIAL SERVICES,  
INC., as administrative agent

By  
Name:   
Its: Natalia Guliyevskaya / Principal

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATION**

| <b>Mark</b>      | <b>Country</b> | <b>Registration<br/>Number</b> | <b>Registration<br/>Date</b> |
|------------------|----------------|--------------------------------|------------------------------|
| 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**

| <b>Mark</b> | <b>Country</b> | <b>Application<br/>Number</b> | <b>Filing Date</b> |
|-------------|----------------|-------------------------------|--------------------|
| ORION       | USA            | 76/440,193                    | 8/14/2002          |

SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.