

**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
ACRONIS, INC.		10/11/2007	CORPORATION: DELAWARE
ACRONIS INTERNATIONAL GMBH		10/11/2007	CORPORATION: SWITZERLAND

**RECEIVING PARTY DATA**

Name:	CAPITALSOURCE FINANCE LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3199965	UNIVERSAL DEPLOY
Serial Number:	78894811	ACRONIS SNAP RESTORE
Registration Number:	3240880	RECOVERY MANAGER
Serial Number:	78749922	SNAP RESTORE
Serial Number:	78749025	SECURE ZONE
Registration Number:	3143774	DRIVE CLEANSER
Registration Number:	3145069	ACRONIS
Registration Number:	3176517	
Registration Number:	3153535	PRIVACY EXPERT
Registration Number:	3112039	SNAP DEPLOY
Registration Number:	3031580	BACKUP DIRECTOR
Registration Number:	3027138	DISK DIRECTOR

CH \$365.00 3199965

Registration Number:	3031537	ACRONIS COMPUTE WITH CONFIDENCE
Serial Number:	77063864	FULL CIRCLE

**CORRESPONDENCE DATA**

Fax Number: (617)289-0535  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617 856 8145  
Email: IP@brownrudnick.com  
Correspondent Name: Brown Rudnick Berlack Israels LLP  
Address Line 1: One Financial Center  
Address Line 2: 19th Floor  
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23324/56
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	11/13/2007

**Total Attachments: 11**  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page1.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page2.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page3.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page4.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page5.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page6.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page7.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page8.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page9.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page10.tif  
source=23324-56AmendedAndRestatedAcknowledgementOfIPCollateralLien#page11.tif

**AMENDED AND RESTATED ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Amended and Restated Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of October 11, 2007, by Acronis, Inc., a Delaware corporation ("**Acronis US**" or "**Grantor**"), Acronis Inc., a British Virgin Islands company ("**Acronis BVI**" or "**Grantor**") and Acronis International GmbH, a Swiss Company ("**Borrower**" or "**Grantor**" and collectively with Acronis US and Acronis BVI, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent, payment and collateral agent for the Lenders under the Credit Agreement (as defined below) (in such capacities, "**Secured Party**").

**W I T N E S S E T H :**

WHEREAS, pursuant to that certain Credit Agreement dated as of June 29, 2007 among the Borrower, the other Credit Parties named therein, if any, Secured Party and the Lenders, as amended by that certain First Amendment to the Credit Agreement dated as of September 10, 2007 and by that certain Second Amendment to Credit Agreement dated as of September 25, 2007 (as the same exists and may be further amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders agreed to provide the Loans to Borrower and certain other financial accommodations to the other Credit Parties upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement pursuant to the terms of such Grantor's Security Agreement (as defined in the Credit Agreement); and

WHEREAS, as a condition precedent to Secured Party and Lenders continuing to make Loans to the Borrower and providing certain other financial accommodations to the Grantors and the other Credit Parties, each Grantor is required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to continue to make Loans to Borrower thereunder; each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this

Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral subject to Permitted Liens, and further mortgages, pledges and hypothecates to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders; a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) (i) all of its owned, Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(ii) all Proceeds of the foregoing;

(b) (i) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

(ii) all Proceeds of the foregoing; and

(c) (i) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto; and

(ii) all Proceeds of the foregoing.

**Section 3. Further Acts.** If, before the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated, any Grantor shall (i) obtain rights to any new Intellectual Property Collateral, or (ii) become entitled to the benefit of any Intellectual Property Collateral, the provisions of Section 2 above shall automatically apply thereto and such Grantor shall give to Assignee prompt written notice thereof. Each Grantor hereby authorizes Secured Party (A) to modify this Assignment without the necessity of any such Grantor's further approval or signature, by noting any future acquired Intellectual Property Collateral; provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of such Grantor or rights of Secured Party hereunder; and (B) to take such further actions as may be necessary or appropriate to obtain and perfect the Secured Party's security interest in any such right, title or interest of such Grantor, including but not limited to recording such amended Schedule I, II or III, as applicable in the United States Patent and Trademark Office or United States Copyright Office, as applicable, in each case without the necessity of any Grantor's further approval or signature; provided, however, that the failure of Secured Party to make any such filing shall not limit or affect the obligations of any Grantor or rights of Secured Party hereunder.

**Section 4. Acknowledgement.** The Liens and security interests reaffirmed herein are granted in conjunction with the Liens and security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to each Grantor's Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the such Grantor's Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and any Security Agreement, the terms and conditions of such Security Agreement shall govern.

**Section 5. Amendment and Restatement.** This Acknowledgement shall be deemed to amend, restate and replace that certain Acknowledgement of Intellectual Property Collateral Lien dated as of June 29, 2007 (the "Original Acknowledgement") in the entirety. The Grantors acknowledge and agree that (i) each reference in the Loan Documents to the "Intellectual Property Security Agreement" shall be a reference to this Acknowledgement and (ii) with respect to matters prior to the date of this Acknowledgement, all terms of the Original Acknowledgement are ratified and confirmed.

**Section 6. Miscellaneous.**

(a) **Severability.** The provisions of this Acknowledgement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Acknowledgement in any jurisdiction.

(b) **Counterparts.** This Acknowledgement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Acknowledgement. Delivery of an executed counterpart of this Acknowledgement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Acknowledgement. Any party delivering an executed counterpart of this Acknowledgement by facsimile also shall deliver an original executed counterpart of this Acknowledgement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Acknowledgement. The foregoing shall apply to each other Loan Document mutatis mutandis. This Acknowledgement shall be deemed to be a Loan Document.

(c) **Successors and Assigns.** This Acknowledgement shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

(d) Governing Law. This Acknowledgement shall be governed by and construed in accordance with the internal law of the State of New York without giving effect to any conflict or choice of laws rules or provisions (other than Section 5-1401 of the New York General Obligation Law).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ACRONIS, INC., a Delaware corporation,  
as Grantor**

By:   
Name: John P. Murgo  
Title: Executive Vice President & CFO

**ACRONIS INTERNATIONAL GMBH, a Swiss  
company, as Grantor**


By:   
Name: John P. Murgo  
Title: Managing Director

**ACRONIS INC., a British Virgin Islands  
company, as Grantor**

By:   
Name: John P. Murgo  
Title: Authorized Signatory

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, a  
Delaware limited liability company, as Secured Party**

By:   
Name: Peggy Balsawer  
Title: Associate General Counsel  
Corporate Finance



SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>(Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg. No.</u>	<u>Class</u>	<u>Registered Owner</u>	<u>Status</u>
United States	UNIVERSAL DEPLOY	1/16/2007	3,199,965	9	Acronis Inc. (BVI)	Registered (Supplemental Register)
United States	ACRONIS SNAP RESTORE	(5/27/2006)	(78/894,811)	9	Acronis Inc. (BVI)	Pending
United States	RECOVERY MANAGER	5/8/2007	3,240,880	9	Acronis Inc. (BVI)	Registered (Supplemental Register)
United States	SNAP RESTORE	(11/8/2005)	(78/749,922)	9	Acronis Inc. (BVI)	Pending
United States	SECURE ZONE	(11/8/2005)	(78/749,025)	9	Acronis Inc. (BVI)	Pending
United States	DRIVE CLEANSER	9/12/2006	3,143,774	9	Acronis Inc. (BVI)	Registered (Supplemental Register)
United States	ACRONIS	9/19/2006	3,145,069	9	Acronis Inc. (BVI)	Registered
United States	Design Only	11/28/2006	3,176,517	9	Acronis Inc. (BVI)	Registered
United States	PRIVACY EXPERT	10/10/2006	3,153,535	9	Acronis Inc. (BVI)	Registered
United States	SNAP DEPLOY	7/4/2006	3,112,039	9	Acronis Inc. (BVI)	Registered
United States	BACKUP DIRECTOR	12/20/2005	3,031,580	9	Acronis Inc. (DE corp.)	Registered
United States	DISK DIRECTOR	12/13/2005	3,027,138	9	Acronis Inc. (DE corp.)	Registered
United States	ACRONIS COMPUTE WITH CONFIDENCE	12/20/2005	3,031,537	9	Acronis Inc. (DE corp.)	Registered
United States	FULL CIRCLE	(12/13/2006)	(77/063,864)	9	Acronis Inc. (BVI)	Pending
WIPO	PRIVACY EXPERT	11/24/2006	911691	9	Acronis Inc. (BVI)	Registered in US – OUS applications for Australia, Japan, Korea, Singapore, CTM Acronis' patent counsel confirmed company intends to allow these applications to go abandoned

CapitalSource/Acronis/Amended and Restated Acknowledgement of Intellectual Property Lien

<u>Country</u>	<u>Mark</u>	<u>(Filing Date) or Reg. Date</u>	<u>(App. No.) or Reg. No.</u>	<u>Class</u>	<u>Registered Owner</u>	<u>Status</u>
WIPO	ACRONIS COMPUTE WITH CONFIDENCE	9/12/2006	902075	9	Acronis Inc. (DE corp.)	Registered - Designated Australia, Japan, Korea, Singapore, CTM
WIPO	ACRONIS	12/24/2005	902511	9, 16, 42	Acronis Inc. (BVI)	Registered - Designated Australia, Japan, Korea, Singapore, Turkey, CTM
WIPO	SNAP DEPLOY	1/3/2006	884700	9, 16	Acronis Inc. (BVI)	Registered - Designated Japan, CTM
WIPO	DISK DIRECTOR	12/25/2005	880070	9	Acronis Inc. (DE corp.)	Registered - Designated Japan, CTM

CapitalSource/Acronis/Amended and Restated Acknowledgement of Intellectual Property Lien

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

None.

CapitalSource/Acronis/Amended and Restated Acknowledgement of Intellectual Property Lien

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

<u>Jurisdiction</u>	<u>Title</u>	<u>(Filing Date) or Issue Date</u>	<u>(App. No.) or Patent No.</u>	<u>Assignee</u>	<u>Status</u>
US	Fast Incremental Backup Method and System	(10/6/2005)	(11/244,298)	Acronis Inc. (BVI)	Pending
US	System and Method for Rapid Restoration of Server from Back Up	(2/3/2006)	(11/346,356)	Acronis Inc. (BVI)	Pending
US	System and Method for Rapid Restoration of Server from Back Up	(12/28/2004)	(11/022,887)	Acronis Inc. (BVI)	Pending
US	System and Method for Using File System Snapshots for Online Data Backup	5/16/2006	7,047,380	Acronis Inc. (BVI)	Issued
US	Secure Deletion of Information from Hard Disk Drive	(12/2/2004)	(11/001,128)	Acronis Inc. (BVI)	Pending (Allowed)
US	System and Method for Incremental Backup of Local Drive Data	(12/21/2004)	(11/016,727)	Acronis Inc. (BVI)	Pending
US	System and Method for Online Data Migration	(3/21/2005)	(11/084,756)	Acronis Inc. (BVI)	Pending (Allowed)
US	System Method for Data Protection on a Storage Medium	(6/17/2005)	(11/154,660)	Acronis Inc. (BVI)	Pending
US	System and Method for Efficient Post-Defragmentation Backup Using Hashes	(6/28/2006)	(60/806,088)	Acronis Inc. (BVI)	Expired
US	System and Method for On-the-Fly Migration of Server from Backup	(2/28/2007)	(11/679,943)	Acronis Inc. (BVI)	Pending
US	System and Method for Consolidation of Incremental Backups	(3/15/2007)	(60/894,923)	Acronis Inc. (BVI)	Pending
US	System and Method for Using Online Data Backup for Rootkit Detection	(7/26/06)	(11/459,978)	Acronis Inc. (BVI)	Pending
US	System and Method for Using File System Snapshots for Online Data Backup	(5/11/06)	(11/382,851)	Acronis Inc. (BVI)	Pending

CapitalSource/Acronis/Amended and Restated Acknowledgement of Intellectual Property Lien

US	Method and System for Fast Incremental Backup Using Comparison of Descriptors	(3/15/07)	(11/686,454)	Acronis Inc. (BVI)	Pending
US	System and Method for Efficient Backup Using Hashes	(6/4/07)	(11/757,442)	Acronis Inc. (BVI)	Pending

# 1514642 v6

CapitalSource/Acronis/Amended and Restated Acknowledgement of Intellectual Property Lien