

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUEST SOFTWARE, INC.		08/12/2009	CORPORATION: CALIFORNIA
AELITA SOFTWARE CORPORATION		08/12/2009	CORPORATION: DELAWARE
SCRIPTLOGIC CORPORATION		08/12/2009	CORPORATION: DELAWARE
VIZIONCORE, INC.		08/12/2009	CORPORATION: ILLINOIS
NETPRO COMPUTING, INC.		08/12/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC, as Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2375783	PASSGO
Registration Number:	3222039	POINT, CLICK, DONE!
Serial Number:	77693378	HELP DESK AUTHORITY
Serial Number:	77759442	INSTANTASSIST
Serial Number:	77725883	PRIVILEGE AUTHORITY
Serial Number:	77667775	VAUTOMATOR
Serial Number:	77667784	VCONVERTER
Serial Number:	77667791	VECOSHELL
Serial Number:	77667790	VESI

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Serial Number:	77667769	VFOGLIGHT
Serial Number:	77667777	VIZIONCORE
Serial Number:	77667771	VIZIONCORE VAUTOMATION SUITE
Serial Number:	77667782	VIZIONCORE VESSENTIALS
Serial Number:	77667786	VMIGRATOR
Serial Number:	77718537	VRANGER
Serial Number:	77667761	VSPOTLIGHT
Serial Number:	77667765	VTOAD

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 683-5627
Email: nancycheng@paulhastings.com
Correspondent Name: Nancy Cheng
Address Line 1: Paul, Hastings, Janofsky & Walker LLP
Address Line 2: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFF/QUEST (73896-00033)
NAME OF SUBMITTER:	Nancy Cheng
Signature:	/Nancy Cheng/
Date:	08/13/2009

Total Attachments: 4

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of August 12, 2009 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of February 17, 2009 (the "Trademark Security Agreement"), among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Exhibit A hereto, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the trademarks appearing on Exhibit A hereto (the "Additional Trademarks"), and such Additional Trademarks shall secure all Secured Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Additional Trademarks; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

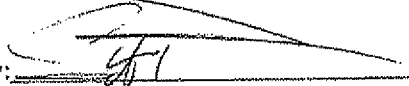
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

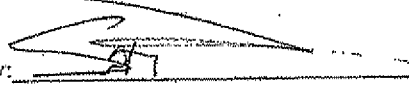
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS

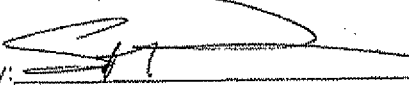
QUEST SOFTWARE, INC., a California corporation

By: 
Name: Scott Davidson
Title: VP and CFO

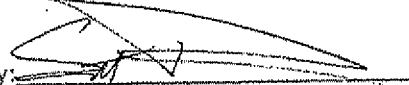
AELITA SOFTWARE CORPORATION, a Delaware corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer


SCRIPTLOGIC CORPORATION, a Delaware corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer

VIZIONCORE, INC., an Illinois corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer

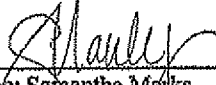
NETPRO COMPUTING, INC., a Delaware corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, LLC, a
Delaware limited liability company, as Agent

By: 
Name: Samantha Marks
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

EXHIBIT A
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Pending Trademarks

Title/ Mark	Country	International Classes	Status	Application No.
Help Desk Authority	U.S.A.	9	Pending	77/693,378
InstantAssist	U.S.A.	09	Pending	77/759,442
Privilege Authority	U.S.A.	9, 21, 23, 26, 36, 38	Pending	77/725,883
vAutomater	U.S.A.	9	Pending	77/667,775
vConverter	U.S.A.	9	Pending	77/667,784
VECOSHELL	U.S.A.	9	Pending	77/667,791
VESI	U.S.A.	9,35,41,42	Pending	77/667,790
vFoglight	U.S.A.	9	Pending	77/667,769
VIZIONCORE	U.S.A.	9,35,41,42	Pending	77/667,777
Vizioncore vAutomation Suite	U.S.A.	9	Pending	77/667,771
Vizioncore vEssentials	U.S.A.	9	Pending	77/667,782
vMigrator	U.S.A.	9	Pending	77/667,786
vRanger	U.S.A.	9	Pending	77/718,537
vSpotlight	U.S.A.	9	Pending	77/667,761
vToad	U.S.A.	9	Pending	77/667,765

Registered Trademarks

Title/ Mark	Country	International Classes	Status	Application No.	Registration No.
PASSGO	U.S.A.	9	Registered	75444876	2,375,783
POINT, CLICK, DONE!	U.S.A.	9,21,23,26,36,38	Registered	78804032	3,222,039

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