

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the citizenship of QUEST SOFTWARE, INC. from a California corporation to a Delaware corporation previously recorded on Reel 004045 Frame 0597. Assignor(s) hereby confirms the grant, assignment, transfer, and conveyance to Agent of a continuing security interest in the Additional Trademarks. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-----------------------|
| QUEST SOFTWARE, INC. | | 08/12/2009 | CORPORATION: DELAWARE |
| 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 |

CH \$440.00 2375783

| | | |
|----------------|----------|------------------------------|
| Serial Number: | 77667791 | VECOSHELL |
| Serial Number: | 77667790 | VESI |
| 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: | WFCF/QUEST (73896.00033) |
| NAME OF SUBMITTER: | Nancy Cheng |
| Signature: | /Nancy Cheng/ |
| Date: | 07/01/2010 |

Total Attachments: 15

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TO: NANCY CHENG COMPANY: PAUL, HASTINGS, JANOFSKY & WALKER LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/13/2009
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|------------------------------|------------------------------------------------------|
| 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 |

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| Serial Number: | 77667775 | VAUTOMATOR |
| Serial Number: | 77667784 | VCONVERTER |
| Serial Number: | 77687791 | VECOSHELL |
| Serial Number: | 77687790 | VESI |

CH \$440.00 2375783

TRADEMARK

TO:NANCY CHENG COMPANY:PAUL, HASTINGS, JANOFFSKY & WALKER LLP

| | | |
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 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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TRADEMARK

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.

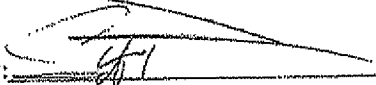
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

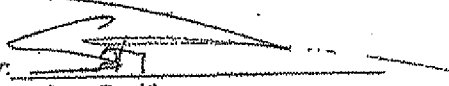
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS

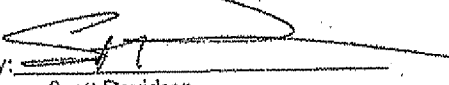
QUEST SOFTWARE, INC., a California corporation

By: 
Name: Scott Davidson
Title: VP and CFO

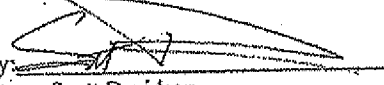
AELITA SOFTWARE CORPORATION, a Delaware corporation

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

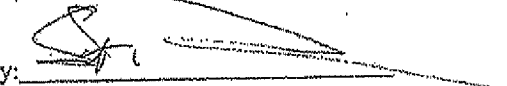
SCRIPTLOGIC CORPORATION, a Delaware corporation

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

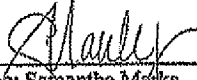
NETPRO COMPUTING, INC., a Delaware corporation

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 |

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

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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]

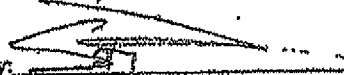
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS


QUEST SOFTWARE, INC., a ~~California~~ ^{Delaware} corporation

By:  X 
Name: Scott Davidson
Title: VP and CFO

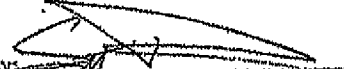
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By: 
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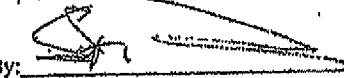
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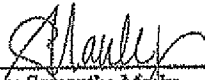
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AGENT:

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

By: 
Name: Samantha Maliks
Title: Vice President

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