

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment Number One to Tranche A Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUNBELT SOFTWARE, INC.	FORMERLY Sunbelt Software Distribution, Inc.	06/29/2010	CORPORATION: FLORIDA
GEE FI HOLDINGS LIMITED		06/29/2010	Business Company: BRITISH VIRGIN ISLANDS
GFI SOFTWARE LTD		06/29/2010	Business Company: BRITISH VIRGIN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC (formerly known as Wells Fargo Foothill, LLC), as Collateral Agent		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78318077	SUNBELT VIRTUALADMIN	
<b>Serial Number:</b>	78315251	SUNBELT SOFTWARE	
<b>Serial Number:</b>	78372604	SUNBELT NETWORK SECURITY INSPECTOR	
<b>Serial Number:</b>	77871453	COUNTERSPY	
<b>Serial Number:</b>	77739381	CLEARCLOUD	
<b>Serial Number:</b>	77473308	NINJA BLADE	
<b>Registration Number:</b>	3595400	VIPRE	
<b>Registration Number:</b>	3199870	COUNTERSPY	
<b>Registration Number:</b>	3024572	SERVERVISION	
<b>CORRESPONDENCE DATA</b>			

**900166209**

**TRADEMARK  
 REEL: 004236 FRAME: 0570**

**CH \$240.00 78318077**

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Correspondent Name: Minette M. Tayco  
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Address Line 2: Paul, Hastings, Janofsky & Walker LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/GFI (45035.00302): A
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	07/02/2010

**Total Attachments: 5**

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**AMENDMENT NUMBER ONE TO TRANCHE A TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRANCHE A TRADEMARK SECURITY AGREEMENT**, dated as of June 29, 2010 (this "Amendment"), is delivered pursuant to Section 6 of that certain Tranche A Trademark Security Agreement, dated as of May 5, 2005 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), among the New Debtors (as defined below), debtors listed on the signature pages thereof (such debtors, along with the New Debtors, collectively, jointly and severally, "Debtors" and each individually "Debtor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (formerly known as Wells Fargo Foothill, LLC), as the collateral agent for the Tranche A Lenders (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). All capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Debtors and Collateral Agent are parties to (a) that certain Trademark Security Agreement, recorded with the United States Patent and Trademark Office ("PTO") on or about June 14, 2005, and (b) that certain Assignment of Tranche A Intellectual Property Security Agreements, recorded with the PTO on or about July 1, 2009; and

WHEREAS, Debtors and Collateral Agent wish to amend the Trademark Security Agreement by joining the "New Debtors" identified on the signature pages hereof as parties thereto and by adding certain Trademarks to the Collateral.

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. Each New Debtor, by its signature below, becomes a "Debtor" under the Trademark Security Agreement with the same force and effect as if originally named therein as a "Debtor" and each New Debtor hereby agrees to all of the terms and provisions of the Trademark Security Agreement applicable to it as a "Debtor" thereunder. In furtherance of the foregoing, each New Debtor does hereby unconditionally grant and pledge to Collateral Agent, for the benefit of the Tranche A Lenders, to secure the Obligations, a continuing security interest in all of such New Debtor's right, title, and interest in and to the Collateral.

2. Each Debtor and Collateral Agent hereby agree that the Trademarks listed on Schedule A attached hereto shall be and become part of the Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations. Notwithstanding the foregoing in no event shall Trademarks include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged.

3. Each Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Debtor's right, title, and interest in, to, and under the Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Collateral Agent continuing security interests in all of such Debtor's right, title, and interest in, to, and under the Collateral identified on Schedule A attached hereto; (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.

4. This Amendment shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws principles that would require the application of the laws of another jurisdiction.

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


6. This Amendment is a Loan Document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Debtor has caused this Amendment to be executed and delivered by its duly authorized officers, as of the date first set forth above.


**NEW DEBTOR**

**SUNBELT SOFTWARE, INC.,**  
a Florida corporation, formerly known as Sunbelt  
Software Distribution, Inc.

By:   
Name: Michael Triplett  
Title: Vice President

**DEBTORS**

**GEE FI HOLDINGS LIMITED,**  
a British Virgin Islands Business Company,

By:   
Name: Michael Triplett  
Title: Director

**GFI SOFTWARE LTD,**  
a British Virgin Islands Business Company,

By:   
Name: Michael Triplett  
Title: Director


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

Acknowledged and agreed to:

**COLLATERAL AGENT**

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**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company

By:   
Name: Tiffany N. Ormon  
Title: Director

**SCHEDULE A**  
**TO**  
**TRANCHE A TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Debtor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No./Application No.</b>	<b>Registration Date/Filing Date</b>
Sunbelt Software, Inc. (formerly known as Sunbelt Software Distribution, Inc.)	United States	SUNBELT VIRTUALADMIN	78/318,077	October 24, 2003
Sunbelt Software, Inc. (formerly known as Sunbelt Software Distribution, Inc.)	United States	SUNBELT SOFTWARE	78/315,251	October 17, 2003
Sunbelt Software, Inc. (formerly known as Sunbelt Software Distribution, Inc.)	United States	SUNBELT NETWORK SECURITY INSPECTOR	78/372,604	February 23, 2004
Sunbelt Software Inc.	United States	COUNTERSPY (Principal Register)	77/871,453	November 12, 2009
Sunbelt Software Inc.	United States	CLEARCLOUD	77/739,381	May 18, 2009
Sunbelt Software Inc.	United States	NINJA BLADE	77/473,308	May 13, 2008
Sunbelt Software, Inc. (formerly known as Sunbelt Software Distribution, Inc.)	United States	VIPRE	3,595,400	March 24, 2009
Sunbelt Software, Inc. (formerly known as Sunbelt Software Distribution, Inc.)	United States	COUNTERSPY (Supplemental Register)	3,199,870	January 6, 2007
Sunbelt Software, Inc. (formerly known as Sunbelt Software Distribution, Inc.)	United States	SERVERVISION	3,024,572	December 5, 2005