

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.		07/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76643303	ITERA
Serial Number:	85000801	RECOVERNOW
Registration Number:	3096371	ECHO2
Registration Number:	3745825	ECHOCLUSTER
Registration Number:	3751143	EHOSTREAM
Registration Number:	2515601	H.A.
Registration Number:	2869356	LAKEVIEW TECHNOLOGY
Registration Number:	2682829	MIMIX
Registration Number:	1851437	MIMIX
Registration Number:	2347987	VISION SOLUTIONS
Registration Number:	2358967	VISION SOLUTIONS
Registration Number:	2624687	VISION SUITE

CORRESPONDENCE DATA

900167705

**TRADEMARK
 REEL: 004247 FRAME: 0462**

CH \$315.00 76643303

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: 1585 Broadway
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-052 VISION SOLUTION
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	07/23/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This trademark security agreement dated as of July 23, 2010 (this "Trademark Security Agreement"), by Vision Solutions, Inc., a Delaware corporation (the "Borrower" or the "Pledgor"), located at 15300 Barranca Parkway, Irvine, California 92618, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor, including the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

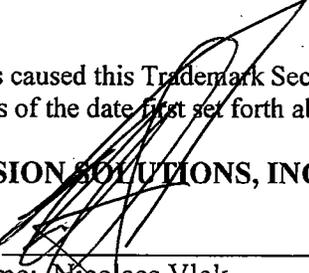
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Specified Hedging Agreement, survive the termination thereof), the security interest granted therein and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


VISION SOLUTIONS, INC., as Pledgor

By: _____
Name: Nicolaas Vlok
Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: **E.J. Hess**
Title: **Managing Director**

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Vision Solutions, Inc.	3096371	ECHO²
Vision Solutions, Inc.	3745825	ECHOCLUSTER
Vision Solutions, Inc.	3751143	EHOSTREAM
Vision Solutions, Inc.	2515601	H.A.
Vision Solutions, Inc.	2869356	LAKEVIEW TECHNOLOGY
Vision Solutions, Inc.	2682829	MIMIX
Vision Solutions, Inc.	1851437	MIMIX
Vision Solutions, Inc.	2347987	VISION SOLUTIONS
Vision Solutions, Inc.	2358967	VISION SOLUTIONS
Vision Solutions, Inc.	2624687	VISION SUITE

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Vision Solutions, Inc.	76/643303	ITERA
Vision Solutions, Inc.	85/000801	RECOVERNOW