

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>QUEST SOFTWARE, INC.</td> <td></td> <td>08/23/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>AELITA SOFTWARE CORPORATION</td> <td></td> <td>08/23/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>SCRIPTLOGIC CORPORATION</td> <td></td> <td>08/23/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>VIZIONCORE, INC.</td> <td></td> <td>08/23/2010</td> <td>CORPORATION: ILLINOIS</td> </tr> <tr> <td>NETPRO COMPUTING, INC.</td> <td></td> <td>08/23/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	QUEST SOFTWARE, INC.		08/23/2010	CORPORATION: DELAWARE	AELITA SOFTWARE CORPORATION		08/23/2010	CORPORATION: DELAWARE	SCRIPTLOGIC CORPORATION		08/23/2010	CORPORATION: DELAWARE	VIZIONCORE, INC.		08/23/2010	CORPORATION: ILLINOIS	NETPRO COMPUTING, INC.		08/23/2010	CORPORATION: DELAWARE
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<table border="1"> <tr> <td>Name:</td> <td>WELLS FARGO CAPITAL FINANCE, LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>2450 Colorado Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 3000W</td> </tr> <tr> <td>City:</td> <td>Santa Monica</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90404</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	WELLS FARGO CAPITAL FINANCE, 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										
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CORRESPONDENCE DATA																											
<p>Fax Number: (213)627-0705</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (213) 683-5627</p> <p>Email: nancycheng@paulhastings.com</p> <p>Correspondent Name: Nancy Cheng</p> <p>Address Line 1: Paul, Hastings, Janofsky & Walker LLP</p> <p>Address Line 2: 515 S. Flower Street, 25th Floor</p> <p>Address Line 4: LOS ANGELES, CALIFORNIA 90071</p>																											

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TRADEMARK
 REEL: 004267 FRAME: 0818

ATTORNEY DOCKET NUMBER:	WFCF/QUEST (73896.00033)
NAME OF SUBMITTER:	Nancy Cheng
Signature:	/Nancy Cheng/
Date:	08/26/2010
Total Attachments: 4 source=WFCF_Quest - Fully Executed Amendment No. 2 to Trademark Security Agreement#page1.tif source=WFCF_Quest - Fully Executed Amendment No. 2 to Trademark Security Agreement#page2.tif source=WFCF_Quest - Fully Executed Amendment No. 2 to Trademark Security Agreement#page3.tif source=WFCF_Quest - Fully Executed Amendment No. 2 to Trademark Security Agreement#page4.tif	

AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of August 23, 2010 (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 CAPITAL FINANCE, LLC** (formerly known as 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. Each Grantor 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. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor'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 such Grantor'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. **THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH 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. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

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 Delaware corporation

By: 
Name: Scott Davidson
Title: CFO

AELITA SOFTWARE CORPORATION,
a Delaware corporation

By: 
Name: Scott Davidson
Title: CFO

SCRIPTLOGIC CORPORATION,
a Delaware corporation

By: 
Name: Scott Davidson
Title: CFO

VIZIONCORE, INC.,
an Illinois corporation

By: 
Name: Scott Davidson
Title: CFO

NETPRO COMPUTING, INC.,
a Delaware corporation

By: 
Name: Scott Davidson
Title: CFO

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


AGENT:

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

By:

Name:

Title:



Troy V. Erickson

Director

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

EXHIBIT A
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Grantor	Title/ Mark	Country	Status	Serial No.	Filing Date
Quest Software, Inc.	PacketTrap	USA.	Registered	85066276	6/18/10

LEGAL_US_W # 65535358.2