

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VISION SOLUTIONS, INC.		03/31/2011	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	
Registration Number:	3096371	ECHO2	
Registration Number:	3745825	ECHOCLUSTER	
Registration Number:	3751143	ECHOSTREAM	
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	
Serial Number:	76643303	ITERA	
Serial Number:	85000801	RECOVERNOW	
CORRESPONDENCE DATA			

CH \$315.00 3096371

900188677

TRADEMARK  
 REEL: 004517 FRAME: 0299

Fax Number: (650)838-5109

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: Timothy Franklin

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

37427/5

NAME OF SUBMITTER:

TIMOTHY FRANKLIN

Signature:

/TIMOTHY FRANKLIN/

Date:

04/06/2011

**Total Attachments: 5**

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**EXECUTION VERSION**

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This second lien trademark security agreement dated as of March 31, 2011 (this "Trademark Security Agreement"), by Vision Solutions, Inc., a Delaware corporation (the "Borrower" or "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of March 31, 2011 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, IS Holdings I, Inc., a Delaware corporation, IS Holdings II, Inc., a Delaware corporation, certain subsidiaries of Borrower party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, the Pledgor is a 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 and the other Loan Documents, 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, the 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: 

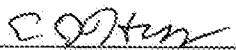
Name: Nicolas Vlok

Title: President

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By: \_\_\_\_\_



Name: E.J. Hess

Title: Managing Director

[Signature Page]

Trademark Security Agreement (Second Lien)

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Vision Solutions, Inc.	3096371	<b>ECHO<sup>2</sup></b>
Vision Solutions, Inc.	3745825	<b>ECHOCLUSTER</b>
Vision Solutions, Inc.	3751143	<b>EHOSTREAM</b>
Vision Solutions, Inc.	2515601	<b>H.A.</b>
Vision Solutions, Inc.	2869356	<b>LAKEVIEW TECHNOLOGY</b>
Vision Solutions, Inc.	2682829	<b>MIMIX</b>
Vision Solutions, Inc.	1851437	<b>MIMIX</b>
Vision Solutions, Inc.	2347987	<b>VISION SOLUTIONS</b>
Vision Solutions, Inc.	2358967	<b>VISION SOLUTIONS</b>
Vision Solutions, Inc.	2624687	<b>VISION SUITE</b>

United States Trademark Applications:

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