

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOUBLE-TAKE SOFTWARE, 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: 19			
Property Type	Number	Word Mark	
Registration Number:	2020810	DOUBLE-TAKE	
Registration Number:	3460569	DOUBLE TAKE	
Registration Number:	3776093	DOUBLE-TAKE AVAILABILITY	
Registration Number:	3769064	DOUBLE-TAKE BACKUP	
Registration Number:	3700880	DOUBLE-TAKE CARGO	
Registration Number:	3736855	DOUBLE-TAKE FLEX	
Registration Number:	3282774	DOUBLE-TAKE FOR VIRTUAL SYSTEMS	
Registration Number:	3736938	DOUBLE-TAKE MOVE	
Registration Number:	3287143	DOUBLE-TAKE SHADOWCASTER	
Registration Number:	2752707	GEOCLUSTER	
Registration Number:	3732363	LIVEWIRE	
Registration Number:	3674320	LIVEWIRE	
Registration Number:	2066485	NSI	
Registration Number:	2245666	NSI SOFTWARE	

900188691

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 REEL: 004517 FRAME: 0391

CH \$490.00 2020810

Registration Number:	3602144	SANFLY
Registration Number:	3674321	SANFLY
Serial Number:	77942540	DOUBLE-TAKE CLOUD
Serial Number:	77953201	DOUBLE-TAKE CLOUD
Serial Number:	77222191	ZERO DATA LOSS

#### CORRESPONDENCE DATA

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:	04/07/2011

#### Total Attachments: 5

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This second lien trademark security agreement dated as of March 31, 2011 (this "Trademark Security Agreement"), by Double-Take Software, Inc., a Delaware corporation (the "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 Vision Solutions, Inc., a Delaware corporation (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.

**WITNESSETH:**

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.

**DOUBLE-TAKE SOFTWARE, INC.**  
as Pledgor,

By: 

Name: Nicolaas Vlok

Title: President

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By: C. J. Hess

Name: E.J. Hess

Title: Managing Director

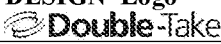
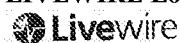


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Trademark Security Agreement (Second Lien)

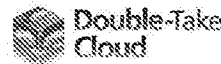
SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Double-Take Software, Inc.	2020810	<b>DOUBLE-TAKE</b>
Double-Take Software, Inc.	3460569	<b>DOUBLE-TAKE &amp; DESIGN Logo</b> 
Double-Take Software, Inc.	3,776,093	<b>DOUBLE-TAKE AVAILABILITY</b>
Double-Take Software, Inc.	3769064	<b>DOUBLE-TAKE BACKUP</b>
Double-Take Software, Inc.	3700880	<b>DOUBLE-TAKE CARGO</b>
Double-Take Software, Inc.	3736855	<b>DOUBLE-TAKE FLEX</b>
Double-Take Software, Inc.	3282774	<b>DOUBLE-TAKE FOR VIRTUAL SYSTEMS</b>
Double-Take Software, Inc.	3736938	<b>DOUBLE-TAKE MOVE</b>
Double-Take Software, Inc.	3287143	<b>DOUBLE-TAKE SHADOWCASTER</b>
Double-Take Software, Inc.	2,752,707	<b>GEOCLUSTER</b>
Double-Take Software, Inc.	3732363	<b>LIVEWIRE</b>
Double-Take Software, Inc.	3,674,320	<b>LIVEWIRE Logo</b> 
Double-Take Software, Inc.	2066485	<b>NSI</b>
Double-Take Software, Inc.	2,245,666	<b>NSI SOFTWARE &amp; DESIGN Logo</b> 
Double-Take Software, Inc.	3602144	<b>SANFLY</b>
Double-Take Software, Inc.	3,674,321	<b>SANFLY Logo</b> 

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Double-Take Software, Inc.	77/942540	<b>DOUBLE-TAKE CLOUD</b>
Double-Take Software, Inc.	77/953201	<b>DOUBLE-TAKE CLOUD Logo</b> 
Double-Take Software, Inc.	77222191	<b>ZERO DATA LOSS</b>