

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
Acronis Inc.		06/10/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3199965	UNIVERSAL DEPLOY
Registration Number:	3240880	RECOVERY MANAGER
Registration Number:	3326806	SECURE ZONE
Registration Number:	3143774	DRIVE CLEANSER
Registration Number:	3145069	ACRONIS
Registration Number:	3176517	
Registration Number:	3153535	PRIVACY EXPERT
Registration Number:	3112039	SNAP DEPLOY
Registration Number:	3031580	BACKUP DIRECTOR
Registration Number:	3027138	DISK DIRECTOR
Registration Number:	3031537	ACRONIS COMPUTE WITH CONFIDENCE
Registration Number:	3394062	FULL CIRCLE
Registration Number:	3517962	ACRONIS RECOVERY

CH \$540.00 3199965

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**TRADEMARK
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Registration Number:	3638714	CHANNELS 1ST
Registration Number:	3691884	ACRONIS ADVANTAGE
Registration Number:	3749631	ACRONIS BACKUP AND RECOVERY
Serial Number:	85201646	ACRONIS BACKUP & RECOVERY
Serial Number:	85309840	
Serial Number:	85309854	INSTANT RESTORE
Serial Number:	85328876	VMPROTECT
Registration Number:	3467195	TRY&DECIDE

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	8178859
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/20/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 10, 2011, is made by each of the signatories hereto (together with any other entity that June become a party hereto as provided herein, each a "Grantor" and, collectively, the "Grantors") in favor of SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 10, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee and the Grantors, and (ii) that certain Credit Agreement, dated as of June 10, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Grantors, the Assignee, and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof Junenot be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as Junebe reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement Junebe executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: PHILIP T. SILVESTRI

Title: VICE PRESIDENT

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Jack Gaziano
Fax: (617) 969-4395

Signature Page to Trademark Security Agreement

TRADEMARK
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GRANTORS:

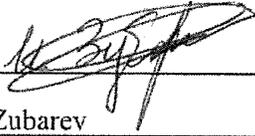
ACRONIS INC.

By: 

Name: Ilya Zubarev

Title: Director

ACRONIS, INC.

By: 

Name: Ilya Zubarev

Title: Director

Address of Grantors:

Acronis, Inc.
300 TradeCenter, Suite 6700
Woburn, MA 01801
Attention: CFO
Facsimile No.: (781) 782-9001

Acronis Inc.
49 Main Street, PO Box 186
Road Town, Tortola
British Virgin Islands
Attention: CFO
Facsimile No.: (781) 782-9001

With copies to:

Acronis, Inc.
300 TradeCenter, Suite 6700, Elm Street
Woburn, MA 01801
Attention: General Counsel
Facsimile No.: (781) 782-9001

Cooley LLP
500 Boylston Street
Boston, MA 02116-3736
Attention: Mark Johnson, Esq.
Facsimile No.: (627) 937-2400

Signature Page to Trademark Security Agreement

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Schedule A to TRADEMARK SECURITY AGREEMENT

Disclosure on this Schedule does not constitute any, and Grantors make no, representations or warranties as to the validity or enforceability of any of the Trademarks identified in this Schedule, or as to whether such Trademarks are sufficient to enable any of the Grantors to protect or enforce their intellectual property rights.

Registered Trademarks of Grantors

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3,199,965	1/16/2007	Acronis Inc. (BVI)	UNIVERSAL DEPLOY
US	3,240,880	5/8/2007	Acronis Inc. (BVI)	RECOVERY MANAGER
US	3,326,806	(11/8/2005)	Acronis Inc. (BVI)	SECURE ZONE
US	3,143,774	9/12/2006	Acronis Inc. (BVI)	DRIVE CLEANSER
US	3,145,069	9/19/2006	Acronis Inc. (BVI)	ACRONIS
US	3,176,517	11/28/2006	Acronis Inc. (BVI)	Design Only
US	3,153,535	10/10/2006	Acronis Inc. (BVI)	PRIVACY EXPERT
US	3,112,039	7/4/2006	Acronis Inc. (BVI)	SNAP DEPLOY
US	3,031,580	12/20/2005	Acronis, Inc. (US)	BACKUP DIRECTOR
US	3,027,138	12/13/2005	Acronis, Inc. (US)	DISK DIRECTOR
US	3,031,537	12/20/2005	Acronis, Inc. (US)	ACRONIS COMPUTE WITH CONFIDENCE
US	3,394,062	(12/13/2006)	Acronis Inc. (BVI)	FULL CIRCLE
US	3517962	October 14, 2008	Acronis Inc. (BVI)	ACRONIS RECOVERY
US	3,467,195	July 15, 2008	Acronis Inc. (BVI)	TRY&DECIDE
US	3,517,962	14-Oct-08	Acronis Inc. (BVI)	ACRONIS RECOVERY
US	3,638,714	June 16, 2009	Acronis Inc. (BVI)	CHANNELS 1ST
US	3,691,884	October 6, 2009	Acronis Inc. (BVI)	ACRONIS ADVANTAGE
US	3,749,631	2/16/2010	Acronis Inc. (BVI)	ACRONIS BACKUP AND RECOVERY

Pending Trademark Applications of Acronis Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	85201646	20-Dec-10	Acronis Inc. (BVI)	ACRONIS BACKUP & RECOVERY
US	85309840	2-May-11	Acronis Inc. (BVI)	Stylized Design (ABR11 Sphere Logo)
US	85309854	2-May-11	Acronis Inc. (BVI)	INSTANT RESTORE
US	85328876	24-May-11	Acronis Inc. (BVI)	VMPROTECT