

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDMENT NUMBER SIX TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUEST SOFTWARE, INC.		08/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3386095	SECUREWITHIN	
Registration Number:	3972813	VKERNEL	
Serial Number:	85543711	VKERNEL	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 683-5627		
Email:	nancychow@paulhastings.com		
Correspondent Name:	Nancy Chow		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	WFCF/QUEST (73896.00033)		

NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	08/10/2012
Total Attachments: 4 source=WFCF_Quest -- Fully Executed Am No 6 to Trademark Security Agreement(72406693_1)#page1.tif source=WFCF_Quest -- Fully Executed Am No 6 to Trademark Security Agreement(72406693_1)#page2.tif source=WFCF_Quest -- Fully Executed Am No 6 to Trademark Security Agreement(72406693_1)#page3.tif source=WFCF_Quest -- Fully Executed Am No 6 to Trademark Security Agreement(72406693_1)#page4.tif	

AMENDMENT NUMBER SIX TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER SIX TO TRADEMARK SECURITY AGREEMENT**, dated as of August 10, 2012 (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.

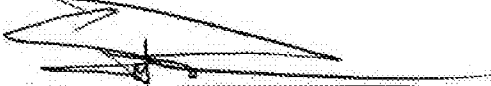
5. This Amendment is a Loan Document.

[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

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

TRADEMARK
REEL: 004840 FRAME: 0764

AGENT:

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

By: _____
Name: **John Nocita**
Title: **Managing Director**

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

TRADEMARK
REEL: 004840 FRAME: 0765

EXHIBIT A
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Grantor	Title/ Mark	Country	Status	Serial No.
Quest Software, Inc.	SecureWithin	USA	Registered	3386095
Quest Software, Inc.	vKernel logo	USA	Registered	3972813
Quest Software, Inc.	vKernel	USA	Registered	85/543,711