

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391666

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vision Solutions, Inc. | | 06/16/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Administrative Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3096371 | ECHO2 | |
| Registration Number: | 3745825 | ECHOCLUSTER | |
| Registration Number: | 3751143 | ECHOSTREAM | |
| Registration Number: | 2515601 | H.A. | |
| Registration Number: | 4097425 | ITERA | |
| Registration Number: | 2682829 | MIMIX | |
| Registration Number: | 1851437 | MIMIX | |
| Registration Number: | 3870447 | RECOVERNOW | |
| Registration Number: | 2347987 | VISION SOLUTIONS | |
| Registration Number: | 2358967 | VISION SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138918763 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 355 South Grand Avenue | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071-1560 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0138 | | |

OP \$265.00 3096371

| | |
|---|-----------------|
| NAME OF SUBMITTER: | Rhonda DeLeon |
| SIGNATURE: | /Rhonda DeLeon/ |
| DATE SIGNED: | 07/18/2016 |
| Total Attachments: 8 source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page1.tif source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page2.tif source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page3.tif source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page4.tif source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page5.tif source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page6.tif source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page7.tif source=B.5 VS - Trademark Security Agreement(4539098_4_LA)#page8.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2016, is made by VISION SOLUTIONS, INC., a Delaware corporation (the “Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the VERO MERGER SUB, INC., a Delaware corporation (“Initial Borrower”), and upon the consummation of the Closing Date Mergers (as defined below) by operation of law, VISION SOLUTIONS, INC., a Delaware corporation (“Successor Borrower”; the “Borrower” refers to, prior to the Closing Date Mergers, the Initial Borrower, and upon the consummation of the Closing Date Mergers, the Successor Borrower), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower, and the Borrower has agreed to guarantee the Obligations of each other Grantor; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of

the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all registered IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that notwithstanding anything to the contrary in this Trademark Security Agreement, (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Property, and (ii) the Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

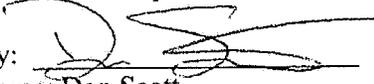
Section 6. Governing Law. The law of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security

Agreement , including its validity, interpretation, construction, performance and enforcement. Without limiting the foregoing, this Agreement shall be governed by the provisions of Section 10.16 of the Credit Agreement, which provisions are incorporated herein, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor 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.,
a Delaware corporation, as Grantor

By: 

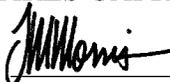
Name: Don Scott

Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:  _____

Name: Jason M. Morris

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Vision Solutions, Inc. has the following registered trademarks:

| Trademark | Registration Number/Jurisdiction if not United States | Date of Registration |
|--------------------------|--|-----------------------------|
| ECHO ² | 3,096,371 | May 23, 2006 |
| ECHOCLUSTER ² | 3,745,825 | Feb. 9, 2010 |
| EHOSTREAM ³ | 3,751,143 | Feb. 23, 2010 |
| H.A. | 2,515,601 | Dec. 4, 2001 |
| ITERA | 4,097,425 | Feb. 24, 2012 |
| MIMIX | 2,682,829 | Feb. 4, 2003 |
| MIMIX | 1,851,437 | Aug. 30, 1994 |
| RECOVERNOW | 3,870,447 | Nov. 2, 2010 |
| VISION SOLUTIONS | 2,347,987 | May 9, 2000 |
| VISION SOLUTIONS | 2,358,967 | June 20, 2000 |
| VISION SOLUTIONS | 792509 (Australia) | April 28, 1999 |
| VISION SOLUTIONS | TMA525892 (Canada) | March 28,2000 |

¹ Maintenance action regarding impending/missed deadline to be made with the USPTO post-closing

² Maintenance action regarding impending/missed deadline to be made with the USPTO post-closing

³ Maintenance action regarding impending/missed deadline to be made with the USPTO post-closing

| Trademark | Registration Number/Jurisdiction if not United States | Date of Registration |
|------------------|--|-----------------------------|
| MIMIX | 1283691 (China) | June 14, 1999 |
| VISION SOLUTIONS | 1268820 (China) | April 28, 1999 |
| VISION SOLUTIONS | 1257986 (China) | March 21, 1999 |
| MIMIX | 962613 (European Union) | Feb. 10, 2000 |
| VISION SOLUTIONS | 642850 (European Union) | Oct. 31, 2001 |
| VISION SOLUTIONS | 200001946AA (Hong Kong) | Sept. 23, 1997 |
| MIMIX | 199904471 (Hong Kong) | Feb. 6, 1998 |
| MIMIX | 4394922 (Japan) | June 23, 2000 |
| VISION SOLUTIONS | 4382320 (Japan) | May 12, 2000 |
| VISION SOLUTIONS | 99004546 (Malaysia) | April 4, 2008 |
| VISION SOLUTIONS | 619625 (Mexico) | Aug. 26, 1999 |
| VISION SOLUTIONS | 308831 (New Zealand) | Nov. 12, 1999 |
| VISION SOLUTIONS | T9904447F (Singapore) | Not Available |
| VISION SOLUTIONS | 40-0436480-0000 (South Korea) | Dec. 30, 1998 |

2. TRADEMARK APPLICATIONS

| Trademark | Application Number/Jurisdiction if not United States | Date of Application |
|------------------|---|----------------------------|
| VISION SOLUTIONS | 2000/18708 (South Africa) | Aug. 20, 2000 |
| VISION SOLUTIONS | 2000/18709 (South Africa) | Aug. 20, 2000 |

3. IP LICENSES

None.