

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Identity LLC		05/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87646573	ONE IDENTITY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0878		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	05/30/2018		
Total Attachments: 7			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2018 (this "Agreement") is made by Quest Software Inc., a Delaware corporation, and One Identity LLC, a Delaware limited liability company (collectively, the "**Grantors**" and each a "**Grantor**"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Collateral Agent (in such capacity, together with its successors and permitted assigns, herein called the "**Collateral Agent**") for the Secured Parties.

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of May 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among each Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of each Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto), and all rights corresponding thereto (collectively, the "**Trademarks**");
- (ii) all goodwill of such Grantor's business connected with the use of and symbolized by the Trademarks;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment of any of the foregoing; and

(iv) all Proceeds of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

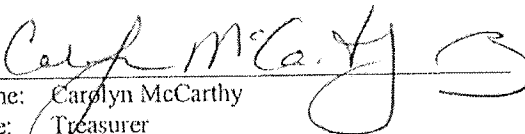
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ONE IDENTITY LLC,
a Delaware limited liability company,
as Grantor

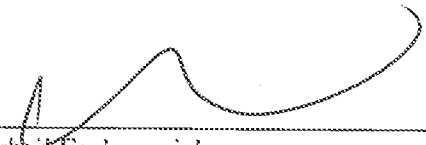
QUEST SOFTWARE INC.,
a Delaware corporation,
as Grantor

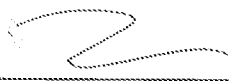
By: 
Name: Carolyn McCarthy
Title: Treasurer

[Signature Page to Trademark Security Agreement (Second Lien)]

ACCEPTED AND AGREED:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Applications:

Trademark	Application Number	Application Date	Grantor
ONE IDENTITY (design)	87646573	10/16/2017	One Identity LLC
VROOM	87725036	12/18/2017	Quest Software Inc.

U.S. Trademark Registrations:

Trademark	Registration Number	Registration Date	Grantor
ACTIVE ADMINISTRATOR	3073040	03/28/2006	Quest Software Inc.
ACTIVEROLES	3563254	01/20/2009	Quest Software Inc.
APPASSURE	4254936	12/04/2012	Quest Software Inc.
BENCHMARK FACTORY	2289344	10/26/1999	Quest Software Inc.
CHANGEAUDITOR	3363956	01/01/2008	Quest Software Inc.
TOAD Design Only	4170172	07/10/2012	Quest Software Inc.
DESKTOP AUTHORITY	2934109	03/15/2005	Quest Software Inc.
DIRECTORY ANALYZER	2378246	08/15/2000	Quest Software Inc.
DS EXPERT	2020485	12/03/1996	Quest Software Inc.
ENTERPRISE SECURITY REPORTER	3347211	12/04/2007	Quest Software Inc.
FLASHRESTORE	4301762	03/12/2013	Quest Software Inc.
FOGLIGHT	2380040	08/22/2000	Quest Software Inc.
GPOADMIN	3363957	01/01/2008	Quest Software Inc.
INSTANTASSIST	3782687	04/27/2010	Quest Software Inc.
INTRUST	2971244	07/19/2005	Quest Software Inc.
JCLASS	2345853	04/25/2000	Quest Software Inc.
JPROBE	2317022	02/08/2000	Quest Software Inc.

Trademark	Registration Number	Registration Date	Grantor
KACE	3589814	03/17/2009	Quest Software Inc.
KITENGA	4431118	11/12/2013	Quest Software Inc.
LITESPEED	3468903	07/15/2008	Quest Software Inc.
LIVEREORG	2431769	02/27/2001	Quest Software Inc.
MESSAGESTATS	3542770	12/09/2008	Quest Software Inc.
NBSPOOL	2397073	10/24/2000	Quest Software Inc.
NETBASE	1681007	03/31/1992	Quest Software Inc.
NETPRO	2045527	03/18/1997	Quest Software Inc.
NETVAULT	4246972	11/20/2012	Quest Software Inc.
NETVAULT	2956411	05/31/2005	Quest Software Inc.
PERFORMASURE	2840791	05/11/2004	Quest Software Inc.
POWERGUI	3760779	03/16/2010	Quest Software Inc.
QUEST (Design)	5370028	01/02/2018	Quest Software Inc.
QUEST	3225071	04/03/2007	Quest Software Inc.
QUEST	1684124	04/21/1992	Quest Software Inc.
QUEST SOFTWARE	2745496	08/05/2003	Quest Software Inc.
REMOTESCAN	3988202	07/05/2011	Quest Software Inc.
SCRIPTLOGIC	2472329	07/24/2001	Quest Software Inc.
SECURE COPY	3290980	09/11/2007	Quest Software Inc.
SECURITY EXPLORER	2342692	04/18/2000	Quest Software Inc.
SHAREPLEX	2204907	11/24/1998	Quest Software Inc.
SPOTLIGHT	2546111	03/12/2002	Quest Software Inc.
SQL NAVIGATOR	2499672	10/23/2001	Quest Software Inc.
STAT	2653329	11/26/2002	Quest Software Inc.
STATSOFT	1966344	04/09/1996	Quest Software Inc.
STEALTHCOLLECT	3442945	06/03/2009	Quest Software Inc.
T.O.A.D.	2374654	08/08/2000	Quest Software Inc.
TAG AND FOLLOW	3162992	10/24/2006	Quest Software Inc.

Trademark	Registration Number	Registration Date	Grantor
TOAD	3182367	12/12/2006	Quest Software Inc.
TOAD EDGE	5452846	04/24/2018	Quest Software Inc.
TOAD WORLD	3793446	05/25/2010	Quest Software Inc.
VFOGLIGHT	3788357	05/11/2010	Quest Software Inc.
VKERNEL	4241018	11/13/2012	Quest Software Inc.
VRANGER	3788524	05/11/2010	Quest Software Inc.
WEBTHORITY	4304296	03/19/2013	Quest Software Inc.
XRT/	1765604	04/20/1993	Quest Software Inc.