

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Number One to Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
QUEST SOFTWARE, INC.	05/28/2009
AELITA SOFTWARE CORPORATION	05/28/2009
SCRIPTLOGIC CORPORATION	05/28/2009
VIZIONCORE, INC.	05/28/2009
NETPRO COMPUTING, INC.	05/28/2009

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	09713479
Application Number:	60813751

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	73896.00033
NAME OF SUBMITTER:	Palak Shah
Total Attachments: 4 source=Quest - Amendment No. 1 to Patent Security Agreement#page1.tif source=Quest - Amendment No. 1 to Patent Security Agreement#page2.tif source=Quest - Amendment No. 1 to Patent Security Agreement#page3.tif source=Quest - Amendment No. 1 to Patent Security Agreement#page4.tif	

AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT**, dated as of May 28, 2009 (this "Amendment"), is delivered pursuant to Section 5 of that certain Patent Security Agreement, dated as of February 17, 2009 (the "Patent Security Agreement"), among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor"), and **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 Patent Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent wish to amend the Patent Security Agreement by amending Schedule I to the Patent Security Agreement to add the patents 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 Patent Security Agreement as follows:

1. Debtor and Agent hereby agree that Schedule I to the Patent Security Agreement is hereby amended by adding the patents appearing on Exhibit A hereto (the "Additional Patents"), and such Additional Patents shall secure all Secured Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule I to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Additional Patents; (c) represents and warrants that the representations and warranties in the Patent 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 Patent Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and 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.

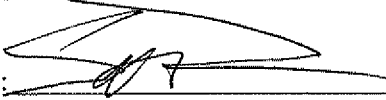
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

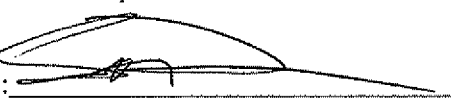
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS

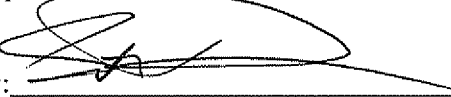
QUEST SOFTWARE, INC., a California corporation

By: 
Name: Scott Davidson
Title: VP and CFO

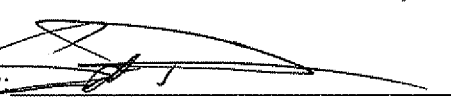
AELITA SOFTWARE CORPORATION, a Delaware corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer


SCRIPTLOGIC CORPORATION, a Delaware corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer

VIZIONCORE, INC., an Illinois corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer

NETPRO COMPUTING, INC., a Delaware corporation

By: 
Name: Scott Davidson
Title: VP and CFO, and Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT]

AGENT:

**WELLS FARGO FOOTHILL, LLC, a
Delaware limited liability company, as Agent**

By: 
Name: **Samantha Marks**
Title: **Vice President**

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT]

EXHIBIT A

Patent Application Number	Patent Title	Status	International?
09/713,479	System and method for quiescing select data modification operations against an object of a database during one or more structural operations	Pending	
60/813,751	Dynamic interface and methods for facilitating searching	Expired	