

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Double-Take Software, Inc.	07/23/2010
RECEIVING PARTY DATA	
Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5974563
Patent Number:	5819020
Patent Number:	6816872
Application Number:	12040289
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.526.9600
Email:	oandrews@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	40767/052
NAME OF SUBMITTER:	Isaac A. Hubner
Total Attachments: 5	

CH \$160.00 5974563

501241671

**PATENT
 REEL: 024723 FRAME: 0985**

source=15 - Double-Take Patent Security Agreement EXECUTED#page1.tif
source=15 - Double-Take Patent Security Agreement EXECUTED#page2.tif
source=15 - Double-Take Patent Security Agreement EXECUTED#page3.tif
source=15 - Double-Take Patent Security Agreement EXECUTED#page4.tif
source=15 - Double-Take Patent Security Agreement EXECUTED#page5.tif

PATENT SECURITY AGREEMENT

This patent security agreement, dated as of July 23, 2010 (this "Patent Security Agreement"), by Double-Take Software, Inc., a Delaware corporation (the "Pledgor") located at 15300 Barranca Parkway, Irvine, California 92618, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties pursuant to the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

- (a) Patents of the Pledgor, including the United States patents and patent applications, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Specified Hedging Agreements survive the termination thereof) the security interest granted therein and the security interest herein shall terminate and be deemed released and upon written request of the Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

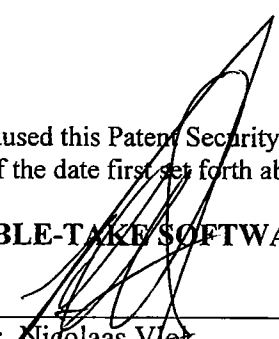
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

DOUBLE-TAKE SOFTWARE, INC., as Pledgor

By:  _____

Name: Nicolaas Vlok

Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: *E.J. Hess*

Name: **E.J. Hess**

Title: **Managing Director**

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS

United States Patent Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Double-Take Software, Inc.	5,974,563	Real time backup system
Double-Take Software, Inc.	5,819,020	Real time backup system
Double-Take Software, Inc.	6,816,872	Apparatus and method for reconstructing a file from a difference signature and an original file

United States Patent Applications:

OWNER	TITLE	APPLICATION NUMBER
Double-Take Software, Inc.	12/040,289	System and method for system state replication