

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	AMENDMENT NUMBER SEVEN TO PATENT SECURITY AGREEMENT																								
CONVEYING PARTY DATA																									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>QUEST SOFTWARE, INC.</td><td>04/19/2011</td></tr><tr><td>AELITA SOFTWARE CORPORATION</td><td>04/19/2011</td></tr><tr><td>SCRIPTLOGIC CORPORATION</td><td>04/19/2011</td></tr><tr><td>VIZIONCORE, INC.</td><td>04/19/2011</td></tr><tr><td>NETPRO COMPUTING, INC.</td><td>04/19/2011</td></tr></tbody></table>		Name	Execution Date	QUEST SOFTWARE, INC.	04/19/2011	AELITA SOFTWARE CORPORATION	04/19/2011	SCRIPTLOGIC CORPORATION	04/19/2011	VIZIONCORE, INC.	04/19/2011	NETPRO COMPUTING, INC.	04/19/2011												
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<table border="1"><tr><td>Name:</td><td>WELLS FARGO CAPITAL FINANCE, LLC, as Agent</td></tr><tr><td>Street Address:</td><td>2450 Colorado Avenue</td></tr><tr><td>Internal Address:</td><td>Suite 3000W</td></tr><tr><td>City:</td><td>Santa Monica</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>90404</td></tr></table>		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												
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PATENT
REEL: 026159 FRAME: 0409

Application Number: 11869575

CORRESPONDENCE DATA

Fax Number: (213)627-0705

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 682-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul, Hastings, Janofsky & Walker LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/QUEST (73896.00033)
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NAME OF SUBMITTER:	Nancy Chow
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Total Attachments: 4

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AMENDMENT NUMBER SEVEN TO PATENT SECURITY AGREEMENT

This **AMENDMENT NUMBER SEVEN TO PATENT SECURITY AGREEMENT**, dated as of April 19, 2011 (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 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 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. Each Grantor 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. 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 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 such Grantor'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. 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.

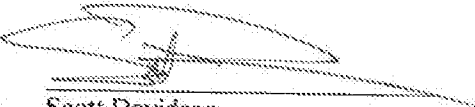
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

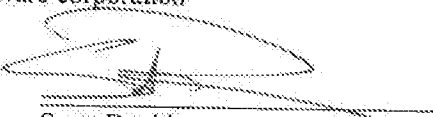
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

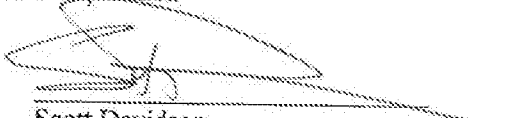
QUEST SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Scott Davidson
Title: CFO

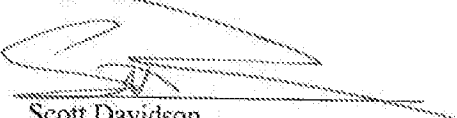
AELITA SOFTWARE CORPORATION,
a Delaware corporation

By: 
Name: Scott Davidson
Title: CFO

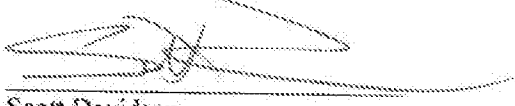
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By: 
Name: Scott Davidson
Title: CFO

VIZIONCORE, INC.,
an Illinois corporation

By: 
Name: Scott Davidson
Title: CFO

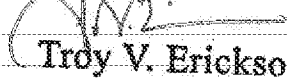
NETPRO COMPUTING, INC.,
a Delaware corporation

By: 
Name: Scott Davidson
Title: CFO

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

AGENT:

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

By: 
Name: Troy V. Erickson
Title: Director

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

EXHIBIT A
SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Grantor	Patent Application Number	Patent Title	Status	Patent Number
Quest Software, Inc.	10/459,111	Systems and Methods for Implementing Protocol Enforcement Rules	Issued	7,818,565
Vizioncore, Inc.	12/902,930	Flash Restore	Pending	N/A
Scriptlogic Corporation	12/906,653	Location-Aware Task Management Systems and Methods	Pending	N/A
Quest Software, Inc.	12/955,785	Network Protocol Proxy	Pending	N/A
Quest Software, Inc.	12/955,791	Network Protocol Proxy	Pending	N/A
Vizioncore, Inc.	12/566,231	Systems and Methods for Binary Injection in a Virtual Computing Environment	Pending	N/A
Scriptlogic Corporation	12,914,767	Systems and Methods for Controlling Access to Computer Applications or Data	Pending	N/A
Quest Software, Inc.	12/939,637	Systems and Methods for Index Selection in Collections of Data	Pending	N/A
Quest Software, Inc.	61/394,195	Alarm Remediation	Provisional	N/A
Quest Software, Inc.	61/422,067	Dynamic pointer for touch screen displays	Provisional	N/A
Quest Software, Inc.	11/926,512	Identity migration system apparatus and method	Issued	7,895,332
Quest Software, Inc.	11/869,575	Systems and methods for managing messages in an enterprise network	Issued	7,882,265