

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QUEST SOFTWARE, INC.		02/17/2009	CORPORATION: CALIFORNIA
AELITA SOFTWARE CORPORATION		02/17/2009	CORPORATION: DELAWARE
SCRIPTLOGIC CORPORATION		02/17/2009	CORPORATION: DELAWARE
VIZIONCORE, INC.		02/17/2009	CORPORATION: ILLINOIS
NETPRO COMPUTING, INC.		02/17/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO FOOTHILL, LLC
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 74**

Property Type	Number	Word Mark
Registration Number:	2289344	BENCHMARK FACTORY
Registration Number:	2924934	BIG BROTHER
Registration Number:	3524826	
Registration Number:	2380040	FOGLIGHT
Registration Number:	3346262	INTELLIPROFILE
Registration Number:	2971244	INTRUST
Registration Number:	2345853	JCLASS
Registration Number:	2317022	JPROBE
Registration Number:	3468903	LITESPEED

CH \$1865.00 2289344

Registration Number:	2431769	LIVEREORG
Registration Number:	2397073	NBSPOOL
Registration Number:	1681007	NETBASE
Registration Number:	2840791	PERFORMASURE
Registration Number:	3225071	QUEST
Registration Number:	1684124	QUEST
Registration Number:	2800660	QUEST CENTRAL
Registration Number:	2745496	QUEST SOFTWARE
Registration Number:	2204907	SHAREPLEX
Registration Number:	2546111	SPOTLIGHT
Registration Number:	2499672	SQL NAVIGATOR
Registration Number:	3386306	SQL WATCH
Registration Number:	2335807	SQLAB
Registration Number:	2653329	STAT
Registration Number:	3442945	STEALTHCOLLECT
Registration Number:	2374654	T.O.A.D.
Registration Number:	3162992	TAG AND FOLLOW
Registration Number:	3182367	TOAD
Registration Number:	3075091	VINTELA
Registration Number:	1765604	XRT/
Registration Number:	3073040	ACTIVE ADMINISTRATOR
Registration Number:	2934109	DESKTOP AUTHORITY
Registration Number:	3172735	FILE SYSTEM AUDITOR
Registration Number:	3123156	PATCH AUTHORITY
Registration Number:	3222039	POINT, CLICK, DONE!
Registration Number:	2472329	SCRIPTLOGIC
Registration Number:	2768874	SCRIPTLOGIC
Registration Number:	2342692	SECURITY EXPLORER
Registration Number:	3347211	ENTERPRISE SECURITY REPORTER
Registration Number:	3258068	SECURITY LIFECYCLE MAP
Registration Number:	3290980	SECURE COPY
Registration Number:	3363955	ACCESSMANAGER
Registration Number:	3363956	CHANGEAUDITOR
Registration Number:	3059732	CHANGEMANAGER
Registration Number:	2378246	DIRECTORY ANALYZER

Registration Number:	3251720	DIRECTORY ANALYZER
Registration Number:	2427662	DS ANALYZER
Registration Number:	2020485	DS EXPERT
Registration Number:	3363957	GPOADMIN
Registration Number:	3363958	LOGADMIN
Registration Number:	2486815	NETPRO
Registration Number:	2045527	NETPRO
Registration Number:	3363959	REPORTADMIN
Registration Number:	3363960	RESTOREADMIN
Registration Number:	3363961	SELFSERVICEADMIN
Registration Number:	2828637	CI DISCOVERY
Registration Number:	2644574	BRIDGEAUTOESCALATE
Registration Number:	2675675	BRIDGEACCESS
Registration Number:	2583048	BRIDGETRAK
Registration Number:	2582959	BRIDGESEARCH
Registration Number:	2479122	KEMMA SOFTWARE
Registration Number:	2552620	AKONIX
Registration Number:	2588171	AKONIX
Serial Number:	75444876	PASSGO
Serial Number:	75501953	WEBDEFENDER
Serial Number:	78725502	VIZIONCORE, INC.
Serial Number:	77330482	ACTIVEROLES
Serial Number:	78893745	DEPLOY THE WHOLE DESKTOP
Serial Number:	78496912	EMBARGO
Serial Number:	77593600	ITOKEN
Serial Number:	78936788	JINT
Serial Number:	77330473	MESSAGESTATS
Serial Number:	77100909	QUEST SOFTWARE
Serial Number:	77028441	TOAD WORLD
Serial Number:	77427355	WEBTHORITY

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705

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

Phone: (213) 683-5627

Email: PalakShah@PaulHastings.com

Correspondent Name: Palak Shah  
Address Line 1: 515 S. Flower Street  
Address Line 2: 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	73896.00033
NAME OF SUBMITTER:	Palak Shah
Signature:	/Palak Shah/
Date:	02/18/2009

**Total Attachments: 15**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of February, 2009, among Grantors listed on the signature pages hereof (collectively, the "Grantors" and each, a "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 17, 2009 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement") among Quest Software, Inc., a California corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lender Group to make financial accommodations to Borrower as provided for in the Credit Agreement, Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral, in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of February 17, 2009, among the Grantors and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing first priority security interest (subject to Permitted Liens) in and to all of such Grantor's right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (ii) all extensions, modifications and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world; and

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration after the date hereof as required by the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the

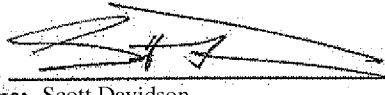
applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[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:**

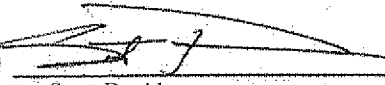
**QUEST SOFTWARE, INC.**, a California corporation

By:   
Name: Scott Davidson  
Title: VP and CFO

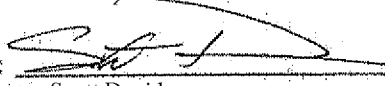
**AELITA SOFTWARE CORPORATION**, a Delaware corporation

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

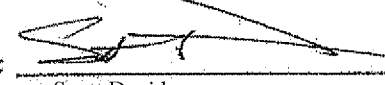
**SCRIPTLOGIC CORPORATION**, a Delaware corporation

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

**VIZIONCORE, INC.**, an Illinois corporation

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

**NETPRO COMPUTING, INC.**, a Delaware corporation

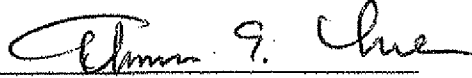
By:   
Name: Scott Davidson  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



**AGENT:**

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

By:   
Name: Thomas E. Lane  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003938 FRAME: 0168**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Pending Trademarks**

Title/Mark	Country	International Classes	Status	Application No.	Category Description
ACTIVE ADMINISTRATOR	China		Pending	5,556,127	
ACTIVEDL	Brazil	35	Pending	825.900,999	Normal
ACTIVEGROUPS	Brazil	35	Pending	825.901,006	Normal
ACTIVEROLES	European Community	09	Pending	6903108	Normal
ACTIVEROLES	United States of America	09	Pending	77/330,482	Use Based
BOX & WAVE Design	Brazil	09	Pending	900.423,145	Normal
BOX & WAVE Design	Canada		Pending	1,357,390	Intent to Use
BOX & WAVE Design	China	09	Pending		Normal
BOX & WAVE Design	European Community	09	Pending	6149471	Normal
BOX & WAVE Design	India	09	Pending	1585087	Normal
BOX & WAVE Design	Israel	09	Pending	202571	Normal
BOX & WAVE Design	Japan	09	Pending	84169/2007	Normal
BOX & WAVE Design	New Zealand	09	Pending	772909	Normal
BOX & WAVE Design	Republic of Korea	09	Pending	40-2007-0040284	Normal
BOX & WAVE Design	South Africa	09	Pending	2007/16617	Normal
DATAFACTORY	Brazil	35	Pending	825.000,956	Normal
DEPLOY THE WHOLE DESKTOP	United States of America		Pending	78/893,745	
Desktop Authority	Brazil		Pending	826,072,259	
DESKTOP AUTHORITY	China		Pending	5,556,125	
EMBARGO	United States of America		Pending	78/496,912	
FILE SYSTEM AUDITOR	Australia		Pending	1,100,606	
FILE SYSTEM AUDITOR	New Zealand		Pending	743311	
FOGLIGHT	Brazil	35	Pending	825.900,930	Normal
INTELLIPROFILE	Canada		Pending	1,332,478	Intent to Use
ITOKEN	United States of America	09	Pending	77/593,600	Intent to Use
J.CLASS and Design	Brazil	35	Pending	825.907,420	Normal
JINT	Canada		Pending	1,332,475	Intent to Use

**TRADEMARK**

**REEL: 003938 FRAME: 0169**

JINT	United States of America	09	Pending	78/936,788	Intent to Use
JPROBE	Brazil	35	Pending	825.901.022	Normal
KNOWLEDGE XPERT and Design	Brazil	35	Pending	825.907.446	Normal
LITESPEED	Argentina	09	Pending	2.774.098	Normal
LITESPEED	Australia	09	Pending	1199909	Normal
LITESPEED	Brazil	09	Pending	900.509.406	Normal
LITESPEED	Canada		Pending	1,364,419	Intent to Use
LITESPEED	China	09	Pending		Normal
LITESPEED	Hong Kong	09	Pending	300958834	Normal
LITESPEED	India	09	Pending	1603952	Normal
LITESPEED	Israel	09	Pending	204071	Normal
LITESPEED	Japan	09	Pending	99202/2007	Normal
LITESPEED	Mexico	09	Pending	883,838	Normal
LITESPEED	New Zealand	09	Pending	776257	Normal
LITESPEED	Republic of Korea	09	Pending	40-2007-0049545	Normal
LIVREORG	Brazil	35	Pending	825.901.014	Normal
MESSAGESTATS	Brazil	35	Pending	825.900.948	Normal
MESSAGESTATS	European Community	09	Pending	6903082	Normal
MESSAGESTATS	United States of America	09	Pending	77/330,473	Use Based
MOVE MAILBOX MANAGER	Brazil	35	Pending	825.900.891	Normal
NETPRO	Brazil		Pending	827150636	
PASSWORD RESET MANAGER	Brazil	35	Pending	825.901.111	Normal
PERFORMASURE	Brazil	35	Pending	825.900.964	Normal
POINT, CLICK, DONE!	Australia		Pending	1,100,607	
POINT, CLICK, DONE!	China		Pending	5,556,126	
POINT, CLICK, DONE!	European Community		Pending	005010962	
POINT, CLICK, DONE!	New Zealand		Pending	743310	
Q-DESIGNER and Design	Brazil	35	Pending	825.907.438	Normal
QUEST	Brazil	09	Pending	900.423.170	Normal
QUEST	India	09	Pending	597620	Normal
QUEST	New Zealand	09	Pending	772911	Normal
QUEST	Republic of Korea	09	Pending	40-2007-0040288	Normal
QUEST	Russian Federation	09	Pending	2007723169	Normal
QUEST	South Africa	09	Pending	2007/16619	Normal

QUEST	Venezuela	09	Pending	6442/92	Normal
QUEST CENTRAL	Brazil	35	Pending	825.900,972	Normal
QUEST SOFTWARE and Design	Brazil	09	Pending	900.423.161	Normal
QUEST SOFTWARE and Design	Brazil	42	Pending	823.554,988	Normal
QUEST SOFTWARE and Design	Canada		Pending	1,357,384	Intent to Use
QUEST SOFTWARE and Design	China	09	Pending	300921195	Normal
QUEST SOFTWARE and Design	European Community	09	Pending	6149512	Normal
QUEST SOFTWARE and Design	Hong Kong	09	Pending	300921195	Normal
QUEST SOFTWARE and Design	India	09	Pending	1585086	Normal
QUEST SOFTWARE and Design	Israel	09	Pending	202572	Normal
QUEST SOFTWARE and Design	Japan	09	Pending	84170/2007	Normal
QUEST SOFTWARE and Design	New Zealand	09	Pending	772910	Normal
QUEST SOFTWARE and Design	Norway	09	Pending	200708750	Normal
QUEST SOFTWARE and Design	Republic of Korea	09	Pending	40-2007-0040287	Normal
QUEST SOFTWARE and Design	Russian Federation	09	Pending	2007723170	Normal
QUEST SOFTWARE and Design	South Africa	09	Pending	2007/16618	Normal
QUEST SOFTWARE and Design	United States of America	09	Pending	77/100,909	Intent to Use
SCRIPTLOGIC	China		Pending	5,556,123	
SCRIPTLOGIC (and Design)	China		Pending	5,556,124	
SECURE COPY	China		Pending	5,533,439	
SECURE COPY	European Community		Pending	5300488	
SHAREPLEX	Brazil	35	Pending	825.900,913	Normal
SPACE MANAGER	Brazil	35	Pending	825.901.154	Normal
SPOTLIGHT	Brazil	09	Pending	827.258.372	Normal
SPOTLIGHT	Brazil	35	Pending	825.900,980	Normal
SQL NAVIGATOR	Brazil	35	Pending	825.901.057	Normal
STAT	Brazil	35	Pending	825.900,905	Normal
STEALTHCOLLECT	Canada		Pending	1,332,479	Normal
TOAD	Brazil	35	Pending	825.901.090	Normal
TOAD WORLD	United States of America	35, 41, 42	Pending	77/028,441	Intent to Use
WEBTHORITY	European Community	09	Pending	6903116	Normal
WEBTHORITY	United States of America	09	Pending	77/427,355	Intent to Use
vEcoShell	United States of America	9	Pending		Intent to Use
VESI	United States of America	9,35,41,42	Pending		Intent to Use

vMigrator	United States of America	9	Pending	Intent to Use
vConverter	United States of America	9	Pending	Intent to Use
Vizioncore vEssentials	United States of America	9	Pending	Intent to Use
vRanger	United States of America	9	Pending	Intent to Use
Vizioncore	United States of America	9,35,41,42	Pending	Intent to Use
vAutomator	United States of America	9	Pending	Intent to Use
Vizioncore Automation Suite	United States of America	9	Pending	Intent to Use
vFoglight	United States of America	9	Pending	Intent to Use
vToad	United States of America	9	Pending	Intent to Use
vSpotlight	United States of America	9	Pending	Intent to Use

## Registered Trademarks

Title/Mark	Country	International Classes	Registration No.	Registration Date	Category Description	Type of Mark
BENCHMARK FACTORY	Australia	09	768071	Mar-05-1999	Normal	Word Mark
BENCHMARK FACTORY	European Community	09	808709	Jul-19-1999	Normal	Word Mark
BENCHMARK FACTORY	United States of America	09	2,289,344	Oct-26-1999	Use Based	Word Mark
BIG BROTHER	United States of America	09	2,924,934	Feb-08-2005	Use Based	Word Mark
BOX & WAVE Design	Hong Kong	09	300921186	Nov-29-2007	Normal	Design
BOX & WAVE Design	Mexico	09	1015921	Nov-30-2007	Normal	Design
BOX & WAVE Design	Norway	09	242886	Dec-03-2007	Normal	Design
BOX & WAVE Design	United States of America	09	3,524,826	Aug-08-2008	Normal	Design
BOX & WAVE Design	Russian Federation	09	356707	Aug-22-2000	Normal	Design
FOGLIGHT	United States of America	09	2,380,040	Aug-22-2000	Use Based	Word Mark
INTELLIPROFILE	European Community	09	5561361	Nov-22-2007	Normal	Word Mark
INTELLIPROFILE	United States of America	09	3,346,262	Nov-27-2007	Use Based	Word Mark
INTRUST	United States of America	09	2,971,244	Jul-19-2005	Use Based	Word Mark
JCLASS	Canada		TMA480,837	Aug-18-1997	Normal	Word Mark
JCLASS	European Community	09	229906	May-08-2000	Normal	Word Mark
JCLASS	United States of America	09	2,345,853	Apr-25-2000	Use Based	Word Mark
JINT	European Community	09	5561352	Nov-15-2007	Normal	Word Mark
JPROBE	Canada		TMA548,448	Jul-23-2001	Normal	Word Mark
JPROBE	European Community	09, 42	2518348	Apr-03-2003	Normal	Word Mark
JPROBE	United States of America	09	2,317,022	Feb-08-2000	Use Based	Word Mark
LITESPEED	Chile	09		Mar-18-2008	Normal	Word Mark
LITESPEED	European Community	09	6295554	Aug-21-2008	Normal	Word Mark
LITESPEED	Russian Federation	09			Normal	Word Mark
LITESPEED	Taiwan		1318052	Jul-16-2008	Normal	Word Mark
LITESPEED	United States of America	09	3,468,903		Normal	WordMark
LIVEREORG	United States of America	09	2,431,769	Feb-27-2001	Use Based	Word Mark
NBSPOOL	United States of America	09	2,397,073	Oct-24-2000	Use Based	Word Mark

NETBASE	United States of America	09	1,681,007	Mar-31-1992	Use Based	Word Mark
PERFORMASURE	Canada		TMA616,925	Aug-18-2004	Normal	Word Mark
PERFORMASURE	European Community	09, 42	2286110	Oct-09-2002	Normal	Word Mark
PERFORMASURE	United States of America	09	2,840,791	May-11-2004	Use Based	Word Mark
QUEST	Australia	09	575140	Dec-11-1995	Normal	Word Mark
QUEST	Austria	09	160,924	Nov-16-1995	Normal	Word Mark
QUEST	Benelux	09, 42	514833	Dec-01-1992	Normal	Word Mark
QUEST	Canada		TMA431,692	Aug-12-1994	Normal	Word Mark
QUEST	Chile	41	421,694	Feb-09-1994	Normal	Word Mark
QUEST	China	09	914558	Dec-14-1996	Normal	Word Mark
QUEST	Colombia	09	171379	Dec-29-1994	Normal	Word Mark
QUEST	European Community	09, 37, 41, 42	3760501	Aug-09-2007	Normal	Word Mark
QUEST	Finland	09, 42	136570	Mar-06-1995	Normal	Word Mark
QUEST	France	09, 42	92416334	Oct-09-1992	Normal	Word Mark
QUEST	Germany	09, 42	2037372	Jun-01-1993	Normal	Word Mark
QUEST	Hong Kong	09, 42	300206306AA	Jun-08-2005	Normal	Word Mark
QUEST	Indonesia	09	303847	Mar-01-1994	Normal	Word Mark
QUEST	Ireland	09	147928	Mar-21-1994	Normal	Word Mark
QUEST	Israel	09	87279	Sep-03-1995	Normal	Word Mark
QUEST	Italy	09, 42	641281	Dec-28-1994	Normal	Word Mark
QUEST	Mexico	09	584,770	Aug-07-1998	Normal	Word Mark
QUEST	Norway	09, 42	169219	Aug-24-1995	Normal	Word Mark
QUEST	Portugal	09	282,707	Jul-06-1999	Normal	Word Mark
QUEST	Singapore	09	T092/02262J	Oct-22-1999	Normal	Word Mark
QUEST	Spain	09	1,694,322/8	Mar-21-1995	Normal	Word Mark
QUEST	Taiwan	09	714159	Apr-16-1996	Normal	Word Mark
QUEST	Thailand	09	Kor 11784	Jun-17-2005	Normal	Word Mark
QUEST	Turkey	09, 16	144,882	May-12-1993	Normal	Word Mark
QUEST	United States of America	09	3,225,071	Apr-03-2007	Use Based	Word Mark
QUEST	United States of America	09	1,684,124	Apr-21-1992	Use Based	Word Mark
QUEST	Uruguay	09, 16, 41, 42	262,416	Apr-14-1994	Normal	Word Mark
QUEST CENTRAL	Mexico	09	858,145	Oct-29-2004	Normal	Word Mark
QUEST CENTRAL	United States of America	09	2,800,660	Dec-30-2003	Use Based	Word Mark
QUEST SOFTWARE	Mexico	09	858,537	Feb-24-2005	Normal	Word Mark
QUEST SOFTWARE	United Kingdom	09	2052459	Oct-16-1998	Normal	Word Mark
QUEST SOFTWARE	United States of America	09	2,745,496	Aug-05-2003	Use Based	Word Mark

TRADEMARK

REEL: 003938 FRAME: 0174

QUEST SOFTWARE and Design	Mexico	09	1021886	Jan-29-2008	Normal	Word & Design
SHAREPLEX	United States of America	09	2,204,907	Nov-24-1998	Use Based	Word Mark
SPOTLIGHT	United States of America	09	2,546,111	Mar-12-2002	Use Based	Word Mark
SQL LITESPEED	Australia	09	937400	Jan-14-2004	Normal	Word Mark
SQL NAVIGATOR	Australia	09	840645	Mar-08-2004	Normal	Word Mark
SQL NAVIGATOR	European Community	09	1726736	Nov-05-2002	Normal	Word Mark
SQL NAVIGATOR	United States of America	09	2,499,672	Oct-23-2001	Use Based	Word Mark
SQL TURBO	Australia	09	1018454	Jun-10-2005	Normal	Word Mark
SQL TURBO and Design	Australia	09	1018455	Jun-10-2005	Normal	Word & Design
SQL WATCH	United States of America	09	3,386,306	Feb-19-2008	Use Based	Word Mark
SQLAB	United States of America	09	2,335,807	Mar-28-2000	Use Based	Word Mark
STAT	United States of America	09	2,653,329	Nov-26-2002	Use Based	Word Mark
STEALTHCOLLECT	European Community	09	5561345	Nov-29-2007	Normal	Word Mark
STEALTHCOLLECT	United States of America	09	3,442,945	Jun-03-2008	Use Based	Word Mark
T.O.A.D	United States of America	09	2,374,654	Aug-08-2000	Use Based	Word Mark
TAG AND FOLLOW	Canada		TMA610,739	May-19-2004	Normal	Word Mark
TAG AND FOLLOW	United States of America	09	3,162,992	Oct-24-2006	Use Based	Word Mark
TOAD	Japan	09	4739833	Jan-09-2004	Normal	Word Mark
TOAD	United States of America	09	3,182,367	Dec-12-2006	Use Based	Word Mark
VINTELA	United States of America	09, 16, 41, 42	3,075,091	Apr-04-2006	Use Based	Word Mark
XRT	European Community	09	311217	May-16-2000	Normal	Word Mark
XRT	France	09	95551763	Jan-02-1995	Normal	Word Mark
XRT	Germany	09	39410473	Jan-31-1995	Normal	Word Mark
XRT XRT/	United Kingdom	09	2006191	Aug-22-1997	Normal	Word Mark
XRT/	Canada		TMA392,346	Dec-27-1991	Intent to Use	Word Mark
XRT/	Japan	09	3343261	Aug-29-1997	Normal	Word Mark
XRT/	United States of America	09	1,765,604	Apr-20-1993	Intent to Use	Word Mark
DESKTOP AUTHORITY	Argentina		2,477,482			



DESKTOP AUTHORITY SCRIPTOLOGIC (and Design)	Australia Australia	978,089 1,001,074
DESKTOP AUTHORITY SCRIPTOLOGIC (and Design)	Canada Canada	1,266,660 1,139,612
DESKTOP AUTHORITY DESKTOP AUTHORITY PATCH AUTHORITY SCRIPTOLOGIC (and Design)	Czech Republic European Community European Community European Community	198,197 003539889 4761797 4182945
SCRIPTOLOGIC DESKTOP AUTHORITY DESKTOP AUTHORITY DESKTOP AUTHORITY DESKTOP AUTHORITY SECURE COPY DESKTOP AUTHORITY DESKTOP AUTHORITY DESKTOP AUTHORITY ACTIVE ADMINISTRATOR DESKTOP AUTHORITY	European Community Hong Kong Israel Mexico Norway Norway New Zealand Singapore Switzerland United States of America United States of America	002694453 300,110,933 168090 630382 227916 20006 08586 704375 T03/18606A 519073 3,073,040 2,934,109
FILE SYSTEM AUDITOR PATCH AUTHORITY POINT, CLICK, DONE!	United States of America United States of America United States of America United States of America	3,172,735 3,123,156 3,222,039
SCRIPTOLOGIC SCRIPTOLOGIC (and Design) SECURITY EXPLORER ENTERPRISE SECURITY REPORTER SECURITY LIFECYCLE MAP SECURE COPY	United States of America United States of America United States of America United States of America United States of America United States of America United States of America	2,472,329 2,768,874 2,342,692 3,347,211 3,258,068 3,290,980

ACCESSMANAGER	U.S. Supplemental	3,363,955
ChangeAuditor	U.S. Supplemental	3,363,956
ChangeManager	U.S. Supplemental	3,059,732
Directory Analyzer	France	99,778,501
Directory Analyzer	U.S. Supplemental	2,378,246
Directory Analyzer	United States of America	3,251,720
DS Analyzer	U.S. Supplemental	2,427,662
DS Expert	United States of America	2,020,485
GPOADMIN	U.S. Supplemental	3,363,957
LogAdmin	U.S. Supplemental	3,363,958
NetPro	Argentina	2,104,792
NetPro	Australia	766,418
NetPro	Benelux	591,326
NetPro	Germany	39821079,9/09
NetPro	United Kingdom	2,063,232
NetPro	United States of America	2,486,815
NetPro	United States of America	2,045,527
NetPro	France	96,616,843
ReportAdmin	U.S. Supplemental	3363959
RestoreAdmin	U.S. Supplemental	3363960
SelfServiceAdmin	U.S. Supplemental	3363961
DirectoryExpert	Australia	781412
DirectoryExpert	France	98766524
DEFENDER	California	111759
PASSGO	CTM	909879
PassGo Technologies (and design)	France	9,35,38,42
PASSGO	Switzerland	9,42
PASSGO	United States of America	9
Defender	United Kingdom	9
MultiSess	United Kingdom	9
PASSGO	United Kingdom	9,37,42
		2404062

WebDefender	United States of America	9	75501953
CI Discovery	United States of America	9,21,23,26,36,38	2,828,637
BridgeAutoEscalate	United States of America	9,21,23,26,36,38	2,644,574
BridgeAccess	United States of America	9,21,23,26,36,38	2,675,675
BridgeTrak	United States of America	9,21,23,26,36,38	2,583,048
BridgeSearch	United States of America	9,21,23,26,36,38	2,582,959
Kemma Software	United States of America	9,21,23,26,36,38	2,479,122
Akonix	United States of America	9,21,23,26,36,38	2,552,620
Akonix	United States of America	42,100,101	2,588,171
Vizioncore	United States of America	9,21,23,26,36,38	78725502

abandoned, but being  
revived