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08-24-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No. 07819.0999

101441017

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name(s) of conveying party(ies): WRQ, Inc.**WRQ, Inc.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation

Other: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: July 1, 2000

2. Name(s) and address(es) of receiving party(ies):

Name: Holistix, Inc.Address: 1500 Dexter Avenue NorthSeattle, Washington 98109

☐ Individual(s)
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/856,309

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Julia Anne Matheson, Esq.Address: Finnegan, Henderson, Farabow,Garrett & Dunner, L.L.P.1300 I Street, N.W.Washington, D.C. 20005-33156. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41): \$ 40.00

☐ Enclosed
☒ Authorized to be charged to deposit account
☐ Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

08/24/2000 MTHA11 00000068 060916 75856309

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Julia Anne Matheson
 Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service addressed to: Honorable Commissioner of Patents and Trademarks, Washington, D.C., BOX ASSIGNMENTS.

Date: 7/13/00Signed: Rebecca M. Whitelock

TRADEMARK
 REEL: 002124 FRAME: 0758

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") effective this 1st day of July, 2000, is entered by and between WRQ, Inc., a corporation organized and existing under the laws of the State of Washington and having a place of business at 1500 Dexter Avenue North, Seattle, Washington 98109 ("WRQ") and Holistix, Inc., a corporation organized and existing under the laws of the State of Washington, and a wholly owned subsidiary of WRQ, Inc. with a place of business at 1500 Dexter Avenue North, Seattle, Washington 98109 ("Assignee").

WHEREAS, WRQ is the owner of U.S. Trademark Application Serial No. 75/856,309, filed November 23, 1999, for the mark HOLISTIX covering "Computer software, namely, computer software for real-time monitoring and reporting on functions of computer system and network systems; network management software; enterprise systems management software; software for monitoring network devices and applications on a global computer network together with instructions in both electronic and paper format sold therewith as a unit; software for monitoring LANS and WAN enterprise network topographies; performance analysis and tuning software for computer system and networks" in International Class 9; and "Measurement, testing, monitoring, management, and analysis of the performance and security of websites and computer networks, and preparation and dissemination of reports and alerts regarding the same" in International Class 42 (the "Mark"); and

WHEREAS, WRQ has filed and is the owner of various trademark applications for the HOLISTIX mark in countries throughout the world; and

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WHEREAS, Assignee wishes to acquire all rights, title and interest to the Mark, together with the goodwill of the business symbolized by the Mark, the aforesaid U.S. and foreign applications therefor, that portion of WRQ's business which is associated with the Mark, and the right to recover damages for past and future acts of infringement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

WRQ hereby assigns to Assignee all of its worldwide rights, title and interest in and to the aforesaid HOLISTIX mark, and any variations thereof, together with the goodwill of the business symbolized by the mark, the aforesaid U.S. and foreign applications; that portion of WRQ's business which is associated with the mark, and the right to recover damages for past and future infringements and other violations of the mark. In furtherance of the terms of this paragraph, WRQ agrees to execute and deliver to Assignee any other documents and take such other reasonable actions as

are required to confirm, evidence, or establish Assignee's and its successors' and assigns' rights to the Mark.

IN WITNESS WHEREOF, each of the parties hereto have this Agreement on the date specified above.

WRQ, Inc.

By: Candy S. Marshall
Name: Candy S. Marshall
Title: Vice President

Holistix, Inc.

By: William S. Yaman
Name: William S. YAMAN
Title: CEO