

02-15-2001

RECC



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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS

original documents or copy thereof.

1. Name of conveying party(ies):

Client Server Solution, Inc.
2008 Altom Court
St. Louis, MO 63141

- () Individual
() Association
() General Partnership
() Limited Partnership
(x) Corporation – State of Missouri
() Other:

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

Name: Quest Software, Inc.
Street Address: 8001 Irvine Center Drive, Sixth Floor
City: Irvine State: CA ZIP: 92618

- () Individual
() Association
() General Partnership
() Limited Partnership
(x) Corporation – State of California
() Other:

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

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

() Yes (X) No

3. Nature of conveyance:

- (x) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: December 7, 2000

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

a. Trademark Application No(s):

b. Trademark Registration No(s):

2,289,344

Additional numbers attached? () Yes (X) No

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

Name: Stacey R. Halpern
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: QSOFT.055T

7. Total fee (37 CFR 3.41): \$40.00

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may
be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Stacey R. Halpern

Name of Person Signing

Signature

Date

1/29/01

Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

02/13/2001 T01AZ1 00000075 2285344

01 FD:481

40.00 DP

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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TRADEMARK
REEL: 002235 FRAME: 0550

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 20th day of October, 2000, by and between Quest Software, Inc., a California corporation having a place of business at 8001 Irvine Center Drive, Sixth Floor, Irvine, CA, 92618 (hereinafter referred to as "ASSIGNEE"), and Client Server Solution, Inc. a Missouri corporation having a place of business at 2008 Altom Court, St. Louis, Missouri 63141 - (hereinafter referred to as "ASSIGNOR").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the state trademark registration relating to the Trademark listed in Schedule B, attached and incorporated herein by reference (hereinafter collectively referred to as "Registration");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registration;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registration;

NOW, THEREFORE, for good and adequate consideration the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (i) the trademark set forth in Schedule A; and
- (ii) the Registration set forth in Schedule B;

together with the goodwill symbolized by said trademark and registration of certain tangible assets as indicia of said goodwill.

Executed at Quest Software, Inc., this 7 day of Dec, 2000, a California corporation having a place of business at 8001 Irvine Center Drive, Irvine, CA 92618.

By: BRIAN BUTLER
Name: Brian Butler
Title: President of Client/Server Solutions Inc.
Executed at _____, this 7 day of Dec, 2000.
PRESIDENT OF CLIENT/SERVER SOLUTIONS INC.

By: Dawn Wilson
Name: Dawn Wilson
Title: Notary Public - Notary Seal
Executed at _____, this 7 day of Dec, 2000.

Witnessed
By: Dawn Wilson

DAWN WILSON
Notary Public - Notary Seal
State of Missouri
County of St. Charles
My Commission Expires 11/24/2002



TRADEMARK
REEL: 002235 FRAME: 0551

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks: **BENCHMARK FACTORY**

SCHEDULE B

Trademark Registration(s):

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Intl. Class</u>
BENCHMARK FACTORY	2,289,344	10/26/99	9