

07-08-2002

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TO THE ASSISTANT COMMISSIONER OF PATENT

102146817

attached original documents or copy thereof.

1. Name of conveying party(ies):

**Gupta Technologies, LLC**  
**975 Island Drive**  
**Redwood Shores, California 94065**

- ☐ Individual  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation - State  
☒ **Other: Delaware Limited Liability Company**

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

☐ Yes ☒ No

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

**Quest Software, Inc.**  
**8001 Irvine Center Drive, Sixth Floor**  
**Irvine, California 92618**

- ☐ Individual  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ **Corporation - State of California**  
☐ Other:

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

(Designations must be a separate document from Assignment)

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

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ **Assignment**  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other:

Execution Date: **June 28, 2002**

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

a. Trademark Application No(s):

b. Trademark Registration No(s): **1,684,124**Additional numbers attached? ☐ Yes ☒ 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.135T

7. Total fee (37 CFR 1.21(h)): **\$40.00**

- ☒ **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

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

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

07/09/2002 BTOM11 00000031 1684124

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U.S. Patent and Trademark Office  
Attn: Assignment Division  
Crystal Gateway-4  
1213 Jefferson Davis Highway, Suite 320  
Arlington, VA 22202

**TRADEMARK**  
**REEL: 002538 FRAME: 0617**

## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as the "Assignment") is effective as of the 28th day of June, 2002, by and between Gupta Technologies, LLC, a Delaware limited liability company having a place of business at 975 Island Drive, Redwood Shores, California 94065 (hereinafter "Assignor") and Quest Software, Inc., a California corporation having a place of business at 8001 Irvine Center Drive, Sixth Floor, Irvine, California 92618 (hereinafter "Assignee").

WHEREAS, Assignor has adopted, used, is using, and is the owner of the trademark QUEST 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 the "Trademark") in the United States and certain foreign countries;

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 Registrations identified in Schedule 1 hereto (the "Registrations");

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark and the Registrations worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark and the Registrations;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee:

(i) All rights, title, and interest as Assignor may possess in and to the Trademark, together with the goodwill symbolized by said Trademark; and

(ii) The Registrations, and all other applications and/or registrations for the Trademark worldwide, together with the goodwill symbolized by said Trademark, the Registrations and other worldwide applications and/or registrations.

Executed at Irvine, California, this 28<sup>th</sup> day of June, 2002.

**QUEST SOFTWARE, INC.**

By: Juli Ackerman  
Name: Juli Ackerman  
Title: V.P. Business Development

Executed at Los Angeles, California, this 28<sup>th</sup> day of June, 2002.



**GUPTA TECHNOLOGIES, LLC**

By: William M. Foltz, Jr.  
Name: William M. Foltz, Jr.  
Title: Vice President

**SCHEDULE 1****Schedule 1 to Trademark Assignment****APPLICATIONS/REGISTRATIONS****FOR THE MARK QUEST**

<b><u>APPL./REG. NO.</u></b>	<b><u>FILING DATE</u></b>	<b><u>CLASSES</u></b>	<b><u>REG. DATE</u></b>	<b><u>COUNTRY</u></b>
575,140	March 24, 1992	9	December 11, 1995	Australia
160,924	January 18, 1995	9	November 16, 1995	Austria
514,833	March 25, 1992	9, 42	March 25, 1992	Benelux
TMA431692	June 25, 1992	9	August 12, 1994	Canada
421,694	June 2, 1993	41	February 9, 1994	Chile
914,558	March 14, 1995	9	December 14, 1996	China P.R.
171,379	December 29, 1994	9	December 29, 1994	Colombia
136,570	April 27, 1992	9, 42	March 6, 1995	Finland
41633492	April 23, 1992	9, 16, 37, 42	April 23, 1992	France
2037372	April 7, 1992	9, 42	June 1, 1993	Germany
303,847	May 4, 1993	9	May 4, 1993	Indonesia
87279	May 2, 1993	9	September 3, 1995	Israel
147,928	March 31, 1992	9	March 31, 1992	Ireland
641,281	April 2, 1992	9, 42	December 28, 1994	Italy
584,770	March 31, 1992	9	August 7, 1998	Mexico
169,219	April 22, 1992	9, 42	August 24, 1995	Norway
282,708	May 6, 1992	9	July 6, 1999	Portugal
2262/92	March 28, 1992	9	March 28, 1992	Singapore
1694322	April 3, 1992	9	March 21, 1995	Spain
714,159	January 27, 1995	9	April 16, 1996	Taiwan
KOR11784	May 11, 1993	9	May 11, 1993	Thailand
144,882	May 12, 1993	9, 16	May 12, 1993	Turkey
262,416	May 13, 1993	9, 16, 41, 42	April 14, 1994	Uruguay
1,684,124	January 29, 1990	9	April 21, 1992	United States