

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FastLane Technologies, Inc.		04/07/2003	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Quest Software, Inc.
Street Address:	8001 Irvine Center Drive, Sixth Floor
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number
Serial Number:	76089046
Registration Number:	2345853
Registration Number:	2317022
Registration Number:	2250721
Registration Number:	2307685
Serial Number:	76276723
Serial Number:	76134423
Serial Number:	76134422
Serial Number:	76348876
Serial Number:	76257163
Serial Number:	76422712
Registration Number:	1765604

TRADEMARK

REEL: 002637 FRAME: 0942

900000062

CH \$315.00 76089046

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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

Phone: 949-760-0404

Email: efiling@kmob.com

Correspondent Name: Stacey R. Halpern

Address Line 1: 2040 Main Street, Fourteenth Floor

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:

QSOF.T.166T

NAME OF SUBMITTER:

Knobbe, Martens, Olson & Bear, LLP

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the last day written below, by and between FastLane Technologies, Inc., having a place of business at 515 George Street, 12th Floor, Halifax, Nova Scotia, B3J 1M5 Canada (hereinafter referred to as "ASSIGNOR"), and Quest Software, Inc., having a place of business at 8001 Irvine Center Drive, Sixth Floor, Irvine, California 92618 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks 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 "Trademarks") worldwide;

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

WHEREAS, ASSIGNOR is the owner of the trademark registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks, Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

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:

- (1) the Trademarks set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademarks, Applications and Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at ^{Irvine, CA} this 7th day of April, 2003

FASTLANE TECHNOLOGIES, INC.

By: Kevin E. Brooks

Name: Kevin E. Brooks

Title: Vice President

Executed at Irvine, CA, this 7th day of April 2003, 2003.

QUEST SOFTWARE, INC.

By: Kevin E. Brooks

Name: Kevin E. Brooks

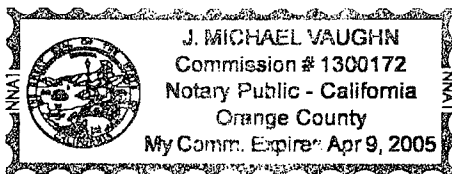
Title: Corporate Controller

STATE OF)
) ss.
COUNTY OF)

On April 7, 2003, before me, J. Michael Vaughn, Notary Public, personally appeared / personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that ~~he~~^{he} executed the same in authorized capacity(~~ies~~), and that by ~~his~~^{his} signature(s) on the instrument ~~the person(s), or the entity upon~~ behalf of which the person(s) acted, executed the instrument. Kevin E. Brooks

WITNESS my hand and official seal.

[SEAL]



Signature

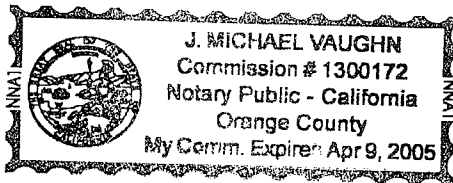
A handwritten signature in cursive script, appearing to read 'J. Michael Vaughn', written over a horizontal line.

STATE OF)
) ss.
COUNTY OF)

On April 7, 2003, before me, J. Michael Vaughn, Notary Public, personally appeared / ^{Kevin E. Brooks} personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me ^{he} that executed the same in authorized capacity(~~ies~~), and that by ^{his} signature(s) on the instrument ~~the person(s), or~~ the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Signature J. Michael Vaughn

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks:

SITRAKA
SITRKA and Droplet Design
DEPLYDIRECTOR
JCLASS
JPROBE
KL GROUP and Design
LIVETABLE
OLECTRA
PERFORMASURE
SITRAKA PERFORMANCE ASSURANCE
SITRAKA PERFORMANCE INTELLIGENCE
TAG AND FOLLOW
XRT/
SITRAKA JMONITOR
JCLASS SERVERCAFE
SITRAKA MOBILE WORKFLOW
SITRAKA MOBILITY'S RESPOND
SITRAKA RESPOND
RESPOND
ACTIONABLEALERTS
BWT

SCHEDULE B

Mark	Country	App. No. App. Date	Reg. No. Reg. Date
SITRAKA	Brazil	823.541.037 1/30/01	N/A
SITRAKA	Brazil	823.541.045 1/30/014	N/A
SITRAKA & Droplet Design	Brazil	823.542.068 1/31/01	N/A
SITRAKA & Droplet Design	Brazil	823.542.076 1/31/01	N/A
DEPLOYDIRECTOR	Canada	1,053,047 3/30/00	560,197 4/15/02
JCLASS	Canada	806,860 3/13/96	480,837 8/18/97
JPROBE	Canada	849,142 6/25/97	548,448 7/23/01
KL GROUP & Design	Canada	815,785 6/19/96	480,192 8/12/97
LIVETABLE	Canada	811,288 4/30/96	479,069 7/25/97
OLECTRA	Canada	805,675 2/28/96	479,057 7/25/97
PERFORMASURE	Canada	1,107,727 6/22/01	N/A
SITRAKA	Canada	1,070,650 7/31/00	N/A
SITRAKA & Droplet Design	Canada	1,075,455 9/20/00	N/A
SITRAKA JMONITOR	Canada	1,125,210 12/14/01	N/A
SITRAKA PERFORMANCE ASSURANCE	Canada	1,098,655 4/4/01	N/A
SITRAKA PERFORMANCE INTELLIGENCE	Canada	1,101,019 4/25/01	N/A
TAG AND FOLLOW	Canada	1,143,856 6/13/02	N/A
XRT/	Canada	666,363 9/13/90	392,346 12/27/91
JCLASS	European Community	229,906 4/16/96	229,906 5/8/00
JPROBE	European Community	2,518,348 12/27/01	2,518,348 12/27/01
KL GROUP & Design	European Community	279,448 6/26/96	279,448 9/24/98
LIVETABLE	European Community	252,825 5/3/96	252,825 12/22/99
OLECTRA	European Community	233,734 4/16/96	233,734 1/20/99
PERFORMASURE	European Community	2,826,110 7/4/01	2,826,110 10/9/02
SITRAKA	European Community	1,901,677 10/2/00	1,901,677 2/18/02

Mark	Country	App. No. App. Date	Reg. No. Reg. Date
SITRAKA & Droplet Design	European Community	1,901,503 10/2/00	1,901,503 1/18/02
SITRAKA JMONITOR	European Community	2,518,280 12/27/01	N/A
SITRAKA PERFORMANCE ASSURANCE	European Community	2,391,068 9/26/01	2,391,068 2/17/03
XRT/	European Community	311,217 7/23/96	311,217 5/16/00
SITRAKA	India	986898 1/30/01	N/A
SITRAKA & Droplet Design	India	986897 1/30/01	N/A
SITRAKA	Israel	146,049 1/25/01	146,049 2/5/02
SITRAKA	Israel	146,050 1/25/01	146,050 2/5/02
SITRAKA & Droplet Design	Israel	146,047 1/25/01	146,047 2/5/02
SITRAKA & Droplet Design	Israel	146,048 1/25/01	146,048 2/5/02
KL GROUP & Design	Japan	8-95866 8/26/96	4117536 2/20/98
LIVETABLE	Japan	8-95865 8/26/96	4092410 12/12/97
OLECTRA	Japan	8-95863 8/26/96	4092409 12/12/97
SITRAKA***	Japan	2002-34414 4/25/02	N/A
SITRAKA & Droplet Design***	Japan	2002-34420 4/25/02	N/A
XRT/	Japan	7-12504 2/9/95	3343261 8/29/97
XRT XRT/	United Kingdom	2006191 12/30/94	2006191 12/30/94
DEPLOYDIRECTOR	United States	76/089,046 7/17/00	N/A
JCLASS	United States	75/139,266 7/24/96	2,345,853 4/25/00
JPROBE	United States	75/327,141 7/18/97	2,317,022 2/8/00
KL GROUP & Design	United States	75/139,275 7/24/96	2,250,721 6/8/99
OLECTRA	United States	75/139,255 7/24/96	2,307,685 1/11/00
PERFORMASURE	United States	76/276,723 6/26/01	N/A
SITRAKA	United States	76/134,423 9/25/00	N/A
SITRAKA & Droplet Design	United States	76/134,422 9/25/00	N/A
SITRAKA JMONITOR	United States	76/348,876 12/17/01	N/A
SITRAKA PERFORMANCE ASSURANCE	United States	76/257,163 5/15/01	N/A

Mark	Country	App. No. App. Date	Reg. No. Reg. Date
TAG AND FOLLOW	United States	76/422,712 6/17/02	N/A
XRT/	United States	74/125,076 12/2090	1,765,604 4/20/93