

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): KeyLabs, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State*
 Other _____
 *Utah

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

2. Name and address of receiving party(ies)
 Name: Altiris, Inc
 Internal _____
 Address: _____
 Street Address: 633 South 550 East
 City: Provo State: UT Zip: 84606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Utah
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 31, 1998

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) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 2138748

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kimberly Scoville
 Internal Address: Altiris, Inc.
Legal Department
 Street Address: 588 West 400 South
801-805-2437
 City: Lindon State: Ut Zip: 84042

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

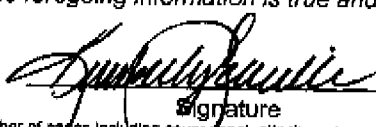
8. ~~Deposit account number.~~
Credit Card

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Kimberly Scoville
 Name of Person Signing


 Signature

24 March 2004
 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks Box Assignments Washington, D.C. 20231

OP \$115.00 2138748

Continuation of Form PTO 1594

KeyLabs, Inc., conveying to Altiris, Inc.

Additional numbers:

Section 4. B. Trademark Registration numbers:

2142461

2413350

2300778

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated July 31, 1998 and is by and between the following Parties:

KeyLabs: KeyLabs, Inc.
(a Utah corporation)
633 South 550 East
Provo, UT 84606

Altiris: Altiris, Inc.
(a Utah corporation)
633 South 550 East
Provo, UT 84606

who hereby agree as follows:

1. *Trademarks and Trademark Rights.* The "Trademarks" shall mean LabExpert, BootWorks, ImageBlaster, ImageBlaster Pro, SidGen, and RapiDeploy and the trademark, service mark and trade name rights therein and thereto. "Trademark Rights" shall mean all rights, titles and interests of KeyLabs in and to the Trademarks, the trademark registrations and pending trademark applications identified below, together with the goodwill of the business symbolized by and associated with these Trademarks:

- (a) the trademark "LABEXPERT", which was registered in the United States Patent and Trademark Office as Registration No. 2,142,461 on March 10, 1998,
- (b) the trademark "BOOTWORKS", which was registered in the United States Patent and Trademark Office as Registration No. 2,138,748 on February 24, 1998,
- (c) the trademark "IMAGEBLASTER", which is the subject of an application for registration filed in the United States Patent and Trademark Office on February 10, 1997 as Serial No. 75/238,815, and
- (d) the trademark "RAPIDEPLOY", which is the subject of an application for registration filed in the United States Patent and Trademark Office on March 10, 1997 as Serial No. 75/447,292.

2. *Assignment of Trademarks.* For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KeyLabs hereby assigns and transfers to Altiris all

of KeyLabs rights, titles and interests in and to the Trademarks and the Trademark Rights. This assignment includes an assignment of the registrations and applications identified above.

3. **Issuing Trademark Registrations.** KeyLabs hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of the Trademarks to Altiris.

4. **Cooperation.** KeyLabs hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which Altiris may request to better evidence, describe or effectuate this assignment or for purposes of recordation of this assignment or a notice of this assignment.

5. **Enforcement of Trademark Rights.** Altiris shall have the right to enforce the rights under the Trademark Rights including the right to sue for past, present and future trademark infringement.

6. **No Warranties.** This Trademark Assignment is being made by KeyLabs without warranty of any kind.

AGREED TO AND ACCEPTED BY:

KEYLABS, INC.

By (signature):

Name (print):

Title:

ALTIRIS, INC.

By (signature):

Name (print):

Title: