

5/3/04

05-05-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDED TRADEMARK 102737711

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Altiris, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

2. Name and address of receiving party(ies)

Name: TechTarget, Inc.

Internal Address: Suite 800

Street Address: 117 Kendrick Street

City: Needham State: MA Zip: 02492

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 04/08/2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,704,079

Additional number(s) attached Yes No

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

Name: Thomas F. Dunn

Internal Address: Morse, Barnes-Brown & Pendleton, PC

Street Address: 1601 Trapelo Road

City: Waltham State: MA Zip: 02451

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Thomas F. Dunn Name of Person Signing

Signature

Apr. 29, 2004 Date

Total number of pages including cover sheet, attachments, and document: 19

05/04/2004 ECOOPER 00000045 2704079

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

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40.00 OP

TRADEMARK REEL: 002962 FRAME: 0625

**ASSET TRANSFER AGREEMENT**

**by and among**

**ALTIRIS, INC.**

**and**

**TECHTARGET, INC.**

**Dated as of April 8, 2004**

## ASSET TRANSFER AGREEMENT

*THIS ASSET PURCHASE AGREEMENT* (this "*Agreement*") is made and entered into as of April 8, 2004, by and between TechTarget, Inc., a Delaware corporation with its principal place of business at 117 Kendrick Street, Suite 800, Needham, MA 02492 (the "*Company*"), and Altiris, Inc., a Delaware corporation with its principal place of business at 588 West 400 South, Lindon, Utah 84042 ("*Altiris*"). The Company and Altiris are hereinafter referred to collectively as the "*Parties*."

### RECITALS

*WHEREAS*, Altiris is the owner of certain assets (collectively, the "*Assets*") associated with the web site on the Internet located at <http://www.MyITForum.com> that is operated by Altiris (the "*Site*").

*WHEREAS*, the Company desires to acquire from Altiris, and Altiris desires to transfer to the Company, all of Altiris' right, title and interest in and to the Assets, for the consideration described herein and the assumption by the Company of certain liabilities of Altiris arising out of or relating to such Assets, all as set forth in this Agreement (the "*Transfer*");

*WHEREAS*, the Parties desire to make certain representations and warranties and other agreements in connection with the Transfer; and

*WHEREAS*, the Company believes it is in the best interest of the Company and its stockholders that the Company acquire the Assets associated with the Site.

*NOW, THEREFORE*, in consideration of the covenants, representations, warranties and mutual agreements set forth herein, and for other good and valuable consideration, the Parties agree as follows:

### ARTICLE I

#### TRANSFER OF ASSETS

1.1 Closing. The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at 10:00 a.m., Mountain Time, on the date hereof (the "*Closing Date*") at the offices of Altiris, or at such other place and time as may be agreed upon by the Parties.

1.2 Transfer of Assets; Assumption of Liabilities.

(a) Transferred Assets. Subject to the terms and conditions set forth in this Agreement, Altiris hereby assigns, conveys, sells, transfers and delivers to the Company, and the Company hereby purchases from Altiris, all of Altiris' right, title and interest in and to all the assets set forth on Schedule 1.2(a) (the "*Transferred Assets*").

(b) Excluded Assets. The Company and Altiris expressly understand and agree that Altiris is *not* transferring to the Company pursuant to this Agreement, or otherwise, any assets that are not expressly listed on Schedule 1.2(a).

(c) Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, the Company (i) shall not assume any of the obligations and liabilities of Altiris arising prior to the Closing relating to the Transferred Assets; but (ii) shall assume all obligations and liabilities relating to the Transferred Assets arising after the Closing (collectively, the "Assumed Liabilities").

(d) Excluded Liabilities. The parties hereto acknowledge and agree that, except for the Assumed Liabilities, the Company is not assuming and does not have any responsibility for any obligations or liabilities of Altiris other than the Assumed Liabilities (the "Excluded Liabilities"), and Altiris shall retain and be responsible for the Excluded Liabilities.

### 1.3 Delivery of the Transferred Assets.

(a) Transferred Assets. Altiris will use diligent efforts to deliver to the Company the Transferred Assets upon the Company's request as soon as reasonably practicable after the Closing Date, but Altiris shall not be obligated to deliver the Transferred Assets before 10 business days after the Closing Date. If, at any time after the Closing Date, any further action is necessary to carry out the purposes of this Agreement and to vest the Company with all of Altiris' right, title to and possession of the Transferred Assets, then Altiris, without further consideration but at the Company's expense, shall take such action or execute and deliver such other instruments, in each case, as the Company may reasonably request, including but not limited to, execution of the URL Transfer Documentation and migrating the database, associated content and software code.

(b) Instruments of Conveyance. At the Closing, the Parties agree to execute and deliver a "General Assignment and Assumption and Bill of Sale" in the form of Exhibit A hereto (the "Bill of Sale"). Altiris agrees to deliver, or cause to be delivered, such other instruments of assignment, conveyance, sale and transfer as reasonably requested by the Company and in form and substance reasonably acceptable to Altiris and its counsel. The Company shall take all reasonable additional steps as may be necessary for it to assume the Assumed Liabilities at the Closing.

1.4 Payment of the Purchase Price. In consideration of the Transferred Assets and the Assumed Liabilities, subject to the terms and conditions specified herein, the Company agrees to pay to Altiris the consideration as described and set forth on Schedule 1.4.

1.5 Taxes and Costs. The Company and Altiris agree to cooperate with each other to the extent reasonably requested and legally permitted so as to minimize any sales or transfer taxes. The Company shall be responsible for and shall bear any and all sales and use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with this Agreement and the transactions contemplated by this Agreement, including the Transfer, as well as any costs of recording any assignments.

## ARTICLE II

REPRESENTATIONS AND WARRANTIES OF ALTIRIS

Except as set forth on the attached Schedule of Exceptions, Altiris hereby makes the representations and warranties to, and agrees with, the Company as set forth in this ARTICLE II. For purposes of this ARTICLE II, the phrases "*Altiris' knowledge*," or words of similar import, means the actual knowledge of the General Counsel of Altiris, having no duty of inquiry or otherwise.

2.1 Organization, Standing and Power. Altiris is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

2.2 Authority; Binding Obligation. Altiris has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by Altiris and constitutes the legal, valid and binding obligation of Altiris in accordance with its terms.

2.3 No Conflict. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, will conflict with, or result in any violation of, any provision of the Certificate of Incorporation or Bylaws of Altiris, each as amended to date.

2.4 Brokers' and Finders' Fees. Altiris has not incurred, nor will it incur, directly or indirectly, any liability for advisory, brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated by this Agreement.

2.5 Absence of Liens and Encumbrances. To the knowledge of Altiris, all of the Transferred Assets are free of any liens, charges, pledges, security interests and encumbrances.

2.6 Registered Mark. Altiris owns and has good and exclusive title to the federally registered mark MY IT FORUM, registration number 2704079 (the "*Registered Mark*"). To the knowledge of Altiris, no claims with respect to the Registered Mark have been asserted or threatened by any Person.

2.7 Litigation. To the knowledge of Altiris, there is no action, suit, claim, proceeding or arbitration of any nature pending or threatened against Altiris, the Site or any of the Transferred Assets in respect of the Transferred Assets. To the knowledge of Altiris, there is no investigation pending or, threatened against Altiris, the Site or any of the Transferred Assets in respect of the Transferred Assets by or before any Governmental Entity. To the knowledge of Altiris, neither Altiris nor the Site nor any of the Transferred Assets is subject to any judgment, order or decree entered in any lawsuit or proceeding which would materially affect the Site or any of the Transferred Assets.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to, and agrees with, Altiris as follows:

3.1 Organization, Standing and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authority; Binding Obligation. The Company has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company in accordance with its terms.

3.3 No Conflict. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, will conflict with, or result in any violation of, any provision of the Certificate of Incorporation of the Company, each as amended to date.

3.4 Brokers' and Finders' Fees. The Company has not incurred, nor will it incur, directly or indirectly, any liability for advisory, brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated by this Agreement.

### ARTICLE IV

#### COVENANTS AND AGREEMENTS

4.1 Confidentiality. Each of the Parties hereby agrees that the information obtained pursuant to the negotiation and execution of this Agreement, or the effectuation of the transactions contemplated hereby, shall be governed by the terms and conditions of that certain Altiris, Inc. Confidentiality Agreement dated as of March 31, 2004 (the "*Confidentiality Agreement*").

4.2 Public Disclosure. Neither the Company nor Altiris shall issue any statement or communication to any third party (other than their respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, without the consent of the other party (which shall not be unreasonably withheld), unless such disclosure (a) is required by law, (b) is required in connection with pending litigation or governmental or quasi-governmental investigation, (c) as required in connection with any public offering or securities filing of Altiris, or (d) reasonably occurs in connection with disputes over the terms of this Agreement.

4.3 Transition Period. For a period of 60 days following the Closing Date (the "*Temporary Period*"), for no additional fee, Altiris agrees to host the Site on behalf of the Company and continue to provide all related and necessary hardware and system administration services consistent with the operation of the Site, as provided by Altiris immediately prior to the Closing Date (collectively, the "*Temporary Hosting Services*"). If upon the expiration of the Temporary

Period, the Company has been unable to assume the operation and hosting of the Site (the "**Transfer**"), after the Company's use of its best efforts to complete the Transfer and due to unforeseen circumstances beyond the control of the Company, then Altiris will permit the Company to extend the term of the Temporary Period for 30 days, in exchange for an amount of \$10,000 cash payable by the Company to Altiris. As of the Closing Date, Altiris will provide the Company administrative access to the Site (subject to Altiris' reasonable security measures) in order for the Company to facilitate the operations of the Site in ways not already covered by the Temporary Hosting Services, specifically, to manage existing and new content, advertisements, the database of existing and new registered members of the Site and the distribution of email communication to registered members of the Site. For the avoidance of doubt, the Temporary Hosting Services will be provided by Altiris from its facilities located in Utah, using the same hardware, software and network bandwidth used by Altiris to host the Site immediately prior to the Closing Date. The Company understands and agrees that Altiris will make reasonable efforts to keep its associated network of servers running continuously during the Temporary Period, but understands that such servers may, from time to time, be disconnected due to routine maintenance, upgrades and other required events or to other circumstances beyond the reasonable control of Altiris. During the Temporary Period, Altiris will continue to make reasonable efforts to back up all information on its hosted servers; *provided, also*, the Company agrees to maintain a separate back-up of any and all information posted to the Site. The Company assumes sole and exclusive responsibility and any liability arising out of or relating to the Site after the Closing Date, and hereby agrees to indemnify and hold Altiris harmless from and against any and all claims arising there from. Notwithstanding the foregoing, during the Temporary Period, in the event the usage of the Site, in the reasonable judgment of Altiris, begins to impair or otherwise interfere with the use or function of the other websites hosted by Altiris, then, in each case, Altiris shall be permitted to terminate or suspend, in its reasonable discretion, its hosting services of the Site. Altiris will attempt to provide advance notice to the Company, prior to any such suspension or termination of the Site.

4.4 Post-Closing Covenants Relating to Site and Trademarks. Immediately following the Closing, the Company shall take or cause to be taken all necessary action to revise the "Site Terms" (located on the Site at <http://www.myitforum.com/legal.asp>) and the "Privacy Statement" (located at <http://www.myitforum.com/privacy.asp>), and any other content contained on, or portion of, the Site, to remove any and all references to Altiris, its employees, directors and agents and discontinue any use or reference to any Altiris domain names or trademarks (or any marks confusingly similar thereto), except as expressly requested or approved in writing by Altiris.

4.5 Certain Covenants. Altiris covenants and agrees with the Company that it shall:

(a) for a period of one (1) year from the Closing Date, refrain from managing or operating any type of business, enterprise or website, during such period, that is primarily focused on SMS content similar to the Site as it exists on the date hereof; and

(b) for a period of one (1) year from the Closing Date, Altiris will not recruit or solicit, offer employment to, or employ any person who was an employee of the Company on or within six (6) months before the Closing Date.

## ARTICLE V

**WARRANTY DISCLAIMER; LIMITATION OF LIABILITY; DISPUTE RESOLUTION**

5.1 Warranty Disclaimer. EXCEPT AS SPECIFIED IN ARTICLE II (WITH RESPECT TO ALTIRIS) AND ARTICLE III (WITH RESPECT TO THE COMPANY) OF THIS AGREEMENT, NEITHER PARTY MAKES, NOR DOES EITHER PARTY RECEIVE, ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT ALTIRIS IS ASSIGNING, CONVEYING, SELLING, TRANSFERRING AND DELIVERING THE TRANSFERRED ASSETS TO THE COMPANY "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE II OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ALTIRIS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE TRANSFERRED ASSETS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

5.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CAUSES OF ACTION OR THEORIES OF LIABILITY (EXCEPT FRAUD) UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL ALTIRIS' LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID BY ALTIRIS HEREUNDER. ANY LIABILITY OF ALTIRIS ARISING OUT OF THIS AGREEMENT WILL BE SOLELY PAYABLE IN REDUCTIONS IN THE ADVERTISING CREDITS AS PROVIDED IN THE PURCHASE PRICE AND IN NO EVENT WILL ALTIRIS BE REQUIRED TO PAY ANY MONEY DAMAGES. FURTHER, ANY LIABILITY OF ALTIRIS ARISING OUT OF A BREACH OF THE REPRESENTATION FOUND IN SECTION 2.5 WILL BE SOLELY PAYABLE AND LIMITED TO REDUCTIONS IN THE ADVERTISING CREDITS FOR USE ON THE SITE AS PROVIDED IN THE PURCHASE PRICE AND IN NO EVENT WILL ALTIRIS BE REQUIRED TO PAY ANY MONEY DAMAGES. THE PARTIES HAVE EXPRESSLY AGREED THAT THESE LIMITATIONS AND THE PROVISIONS OF THIS ARTICLE V WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

5.3 Resolution of Conflicts; Arbitration. Except as set forth below, all disputes, controversies or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement (collectively, "*Disputes*"), not resolved amicably between the Parties shall be settled by final and binding arbitration conducted in Salt Lake City, Utah or other mutually agreed location by one neutral arbitrator, in accordance with the terms of this Agreement and the then current Commercial Arbitration Rules of the American Arbitration Association (the "*AAA*"). All Disputes shall be governed by the internal substantive laws of the



State of Utah, without regard to principles of conflicts of law or the United Nations Convention for International Sales of Goods, and all proceedings and documentation related to this Agreement shall be in the English language. The ability of Disputes to be arbitrated shall also be determined by the arbitrator. Each Party shall bear its own expenses and the Parties shall equally share the filing and other administrative fees of the AAA and the expenses of the arbitrator, except that the arbitrator shall be entitled to award a different allocation of costs and fees where the arbitrator determines that a filed claim is frivolous. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Judgment upon an award may be entered in any court having competent jurisdiction. Notwithstanding the foregoing, either party may at any time seek injunctive or other forms of equitable relief from any court of competent jurisdiction.

## ARTICLE VI

### GENERAL PROVISIONS

6.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested), or sent by email (with acknowledgment of completed transmission) or sent via facsimile (with acknowledgment of complete transmission) to the Parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to the Company, to:

TechTarget, Inc.  
117 Kendrick Street, Suite 800  
Needham, MA 02492  
Facsimile No.: 781.449.3125  
Email: esockol@techtarget.com  
*Attention: Eric Sockol, CFO*

(b) if to Altiris, to:

Altiris, Inc.  
588 West 400 South  
Lindon, Utah 84042  
Facsimile No.: 801.805.2589  
Email: cchristensen@altiris.com  
*Attention: General Counsel*

6.2 Expenses. Whether or not the Transfer is consummated, all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties incurred by a party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

6.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

6.4 Entire Agreement; Assignment. This Agreement, the schedules and exhibits hereto, the Confidentiality Agreement and the documents and instruments and other agreements among the Parties hereto referenced herein constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior representations, agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Unless agreed to in writing by the Parties hereto, this Agreement may not be assigned by operation of law or otherwise.

6.5 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties hereto. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

6.6 Governing Law. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Utah as applied to agreements, among residents of Idaho entered and to be performed entirely within the State of Utah, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

6.7 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

6.8 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between or among any of the Parties. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other Party. No Party shall have the power to control the activities and operations of any other and their status is, and at all times will continue to be, that of independent contractors with respect to each other. No Party shall have any power or authority to bind or commit any other.

6.9 Absence of Third Party Beneficiary Rights. None of the provisions of this Agreement are intended, nor shall be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, partner of any Party hereto or any other Person unless specifically provided otherwise herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first above written.

**THE "COMPANY"**

**TECHTARGET, INC.**

a Delaware corporation

By: 

Eric D. Sockol  
Chief Financial Officer

**"ALTIRIS"**

**ALTIRIS, INC.**

a Delaware corporation

By: \_\_\_\_\_

Jan E. Newman  
Vice President,  
Corporate Development

[SIGNATURE PAGE TO ASSET TRANSFER AGREEMENT]

*IN WITNESS WHEREOF*, this Agreement has been executed by the Parties hereto as of the date first above written.

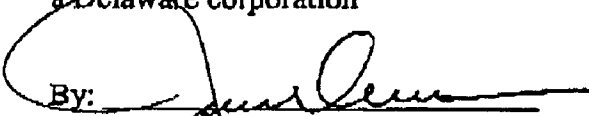
**THE "COMPANY"**

**TECHTARGET, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Eric D. Sockol  
Chief Financial Officer

**"ALTIRIS"**

**ALTIRIS, INC.**  
a Delaware corporation

By:  \_\_\_\_\_  
Jan E. Newman  
Vice President,  
Corporate Development

[SIGNATURE PAGE TO ASSET TRANSFER AGREEMENT]

**EXHIBIT A**

**GENERAL ASSIGNMENT AND ASSUMPTION AND BILL OF SALE**

**[EXHIBIT A TO ASSET TRANSFER AGREEMENT]**

# GENERAL ASSIGNMENT AND ASSUMPTION AND BILL OF SALE

April 8, 2004

*KNOW ALL MEN BY THESE PRESENTS* that Altiris, Inc., a Delaware corporation ("**Altiris**"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, transfer, convey, assign and deliver to TechTarget, a Delaware corporation (the "**Company**"), all of Altiris's right, title and interest in and to the Transferred Assets, as that term is defined in that certain Asset Transfer Agreement (the "**Agreement**") made and entered into as of April 8, 2004, by and among Altiris and the Company.

Altiris does hereby transfer, assign and delegate to the Company the Transferred Assets (as defined in the Agreement) and the Assumed Liabilities (as defined in the Agreement). The Company hereby accepts such transfer, assignment and delegation and assumes and undertakes to become liable for such Assumed Liabilities and agrees to pay, perform and discharge such Assumed Liabilities when due, in accordance with the terms of the Agreement.

This General Assignment and Assumption and Bill of Sale is being delivered in connection with the Agreement and is subject to, and is entitled to the benefits in respect of the Agreement.

This General Assignment and Assumption and Bill of Sale shall be binding upon and inure to the benefit of the Company and Altiris and their respective successors and assigns. This General Assignment and Assumption and Bill of Sale may be executed in any number of counterparts, all of which together shall be deemed to be one and the same instrument. This General Assignment and Assumption and Bill of Sale shall be interpreted under the laws of the State of Utah as applied to contracts entered into and performed entirely among Utah residents.

*[Signature Page Follows]*

*IN WITNESS WHEREOF*, the Company and Altiris have caused their duly authorized representatives to execute this General Assignment and Assumption and Bill of Sale as of the date first above written.

**THE "COMPANY"**

**TECHTARGET, INC.**  
a Delaware corporation

By: \_\_\_\_\_

  
Eric D. Sockol  
Chief Financial Officer

**"ALTIRIS"**

**ALTIRIS, INC.**  
a Delaware corporation

By: \_\_\_\_\_

Jan E. Newman  
Vice President,  
Corporate Development

[SIGNATURE PAGE TO GENERAL ASSIGNMENT AND ASSUMPTION AND BILL OF SALE]

*IN WITNESS WHEREOF*, the Company and Altiris have caused their duly authorized representatives to execute this General Assignment and Assumption and Bill of Sale as of the date first above written.

**THE "COMPANY"**

**TECHTARGET, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Eric D. Sockol  
Chief Financial Officer

**"ALTIRIS"**

**ALTIRIS, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Jan E. Newman  
Vice President,  
Corporate Development

[SIGNATURE PAGE TO GENERAL ASSIGNMENT AND ASSUMPTION AND BILL OF SALE]



**SCHEDULE 1.2(a)**

**TRANSFERRED ASSETS**

The "Transferred Assets" shall constitute all of the right, title and interest of Altiris (to the extent owned and transferable by Altiris) in and to the following assets:

(a) All of the books, records and other data relating exclusively to the Site, except minute and stock books, journals, ledgers and books of original entry;

(b) All of the goodwill relating exclusively to the Site, all contact information related to prior and current advertisers of the Site, all contact information related to any member registration associated with the Site, subject to all applicable laws, including privacy laws;

(c) All source code and compiled code, HTML code, databases and content related exclusively to the Site; all know-how and other intangible assets related exclusively to the Site; the registered mark MY IT FORUM, registration number 2704079 (the "**Registered Mark**"), the domain name [www.myitforum.com](http://www.myitforum.com) and common law marks related exclusively to the Site; and

(f) All claims, judgments, demands and rights of Altiris against third parties relating exclusively to the Site which arise after Closing, including without limitation any rights or claims against third parties for infringement, misappropriation, misuse or unauthorized use of the Registered Mark included in the Transferred Assets.

[SCHEDULE 1.2(a) TO ASSET TRANSFER AGREEMENT]

**SCHEDULE 1.4**

**PURCHASE PRICE**

In consideration for the purchase of the Transferred Assets, the Company agrees to provide Altiris with the following advertising credits;

- A \$200,000 advertising credit to be used on the Site, or its successor, over the twenty-four (24) month period directly following the Closing. Altiris will be allowed to use the credit up to the amount of \$100,000 for any twelve (12) month period. Any advertising credit which is not used by Altiris within twenty-four (24) months of the Closing will be forfeited by Altiris.
- A \$50,000 advertising credit to be used on any of the Company's media properties over the twenty-four (24) month period directly following the Closing. Altiris will be allowed to use the credit up to the amount of \$25,000 for any twelve (12) month period. Any advertising credit which is not used by Altiris within twenty-four (24) months of the Closing will be forfeited by Altiris.
- Up to an additional \$50,000 advertising credit to be used on any of the Company's media properties over the twenty-four (24) month period directly following the Closing, earned as follows: Altiris will receive a matching advertising credit, up to \$25,000 in any twelve (12) month period (dollar for dollar), for each dollar of cash advertising that Altiris spends with the Company over the twenty-four (24) month period immediately following the Closing. Any additional advertising credit earned which is not used by Altiris within twenty-four (24) months of the Closing will be forfeited by Altiris.

[SCHEDULE 1.4 TO ASSET TRANSFER AGREEMENT]

**SCHEDULE OF EXCEPTIONS**

**Section 2.5** – The Registered Mark is not registered to Altiris but is currently registered to Altiris, Inc., a Utah corporation, which is a predecessor in interest to Altiris.

**[SCHEDULE OF EXCEPTIONS]**

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