

TRADEMARKS ONLY
Attorney's Docket No. 3561-157

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Please record the attached original document or copy thereof and return the recorded instrument to the undersigned.

- 1. Name of party(ies) conveying an interest: FirstPlace Software, Inc.
- 2. Name and address of party(ies) receiving an interest: NetIQ Corporation
3553 North First Street
San Jose, CA 95134

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State:
- Other:

California

- 3. Description of the interest conveyed:
 Assignment Change of Name Security Agreement Merger

Execution date: April 5, 2004

- 4. Application number(s) or Trademark Reg. Nos.

A. Trademark Application No.

B. Trademark Reg. No.
2,379,723

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

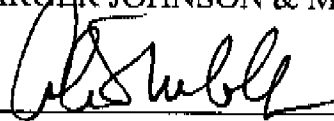
MARGER JOHNSON & McCOLLOM, P.C.
1030 S.W. Morrison Street
Portland, Oregon 97205
Telephone: (503) 222-3613

OP \$40.00 2379723

6. Number of applications and trademarks involved: 1
7. Total fee (37 CFR 3.41) \$40.00
PTO Form 2038 authorizing credit card payment (\$40) is enclosed.
8. Any deficiency or overpayment should be charged or credited to deposit account number 13-1703.

Dated: January 25, 2005

Respectfully submitted,
MARGER JOHNSON & McCOLLOM, P.C.



Alan T. McCollom
Reg. No. 28,881

MARGER JOHNSON & McCOLLOM, P.C.
1030 SW Morrison Street
Portland, OR 97205
(503) 222-3613

Total number of pages comprising
cover sheet and attached assignment: 3

I hereby certify that this correspondence
is being transmitted to the U.S. Patent
and Trademark Office via facsimile
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2005.

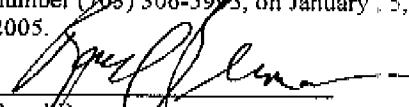

Ravel Berman

Exhibit A-1

ASSIGNMENT OF TRADEMARK
(Registered Mark)

WHEREAS, FirstPlace Software, Inc., a Florida corporation, formerly resident at 2452 N. Malang Road, Joplin, Missouri 64801, and now with a principal place of business at 4248 Town Center Boulevard, Suite 5, Orlando, Florida 32837 (hereinafter "Assignor"), is the owner of the following trademark set forth below:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WEBPOSITION	2,379,723	August 22, 2000

WHEREAS NetIQ Corporation, a corporation organized and existing under the laws of the State of California, having its principal place of business at 3553 North First Street, San Jose, California 95134, (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in the above-referenced mark and said registration (collectively the "Mark");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title, and interest in and to said Mark and said registration therefore in the United States together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to recover for damages and profits for past infringements thereof, if any.

Assignor represents and warrants that Assignor owns all right, title and interest in and to said Mark and said registration, free and clear of all liens and encumbrances. The sale, transfer, assignment and delivery of said Mark and said registration will transfer to Assignee full legal title to said Mark and said registration, free and clear of all liens and encumbrances.

The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the Mark assigned, whether in connection with any registration of such title or otherwise.

The Assignor shall indemnify the Assignee against all and any loss, damages and costs sustained by the Assignee arising out of (1) any breach of the Assignor of any of its representations and warranties, or (2) ownership of said Mark prior to the effective date of this Assignment. At the request of the Assignee, Assignor shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to resist any action, claim or proceedings brought against the Assignee as a consequence of any such breach or the Assignor's prior ownership of the said Mark.

Assignor, hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Mark that may have accrued in Assignor's favor from the respective date of first use of any of the Mark to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Gray Cary\PA\10347010.5
2502575-910512

11/2004 15:39 FAX 818 531 7645

SONNENSCHN

ASSIGNOR: Brent Winters

Today's Date: Apr 5th 2004


By: Brent Winters
Title: President

STATE OF FLORIDA,
COUNTY OF ORANGES ss.

On APRIL 5, 2004 before me, HERB NEWMASTER Notary Public, personally appeared BRENT WINTERS, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

 Herb Newmaster
My Commission D0002761
Expires March 10, 2008

Gray Cary/APA 0347010.3
3502578-910512