

10-07-2004



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

FIRSTPLACE SOFTWARE, INC.

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

Citizenship (see guidelines) USA

Execution Date(s) APRIL 5, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NETIQ CORPORATION

Internal

Address: ATTN: Tom Berkompas

Street Address: 851 S.W. 6th Ave, Suite 700

City: PORTLAND

State: OR

Country: USA Zip: 97204

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2379723

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Webposition

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

Name: NETIQ CORPORATION

Internal Address: ATTN: Tom Berkompas

Street Address: 851 S.W. 6th Ave, Suite 700

City: PORTLAND

State: OR Zip: 97204

Phone Number: 503-553-2364

Fax Number: 503-294-7130

Email Address: Tom.Berkompas@netiq.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$

40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____ Expiration Date _____
- b. Deposit Account Number _____ Authorized User Name _____

9. Signature: x

Brent A. Winters

Signature

x 9-24-04

Date

BRENT A. WINTERS - PRESIDENT

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 308-9995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

10/06/2004 NETACHE 00000017 2379723

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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.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark Agreement
as of this 5TH day of April, 2004.

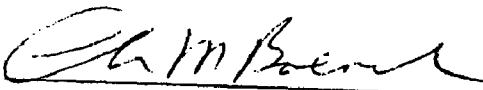
ASSIGNOR

By: _____

Name: _____

Title: _____

ASSIGNEE

By: 

Name: CHARLES M. BOESENBERG

Title: CHAIRMAN & CEO

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark Agreement
as of this 5 day of April, 2004.

ASSIGNOR

ASSIGNEE

By: B. J. White

By: _____

Name: Brent Whites

Name: _____

Title: President

Title: _____

ASSIGNOR: Brent Winters

Today's Date: Apr 5th 2004


By: [Signature]
Title: President

STATE OF FLORIDA,
COUNTY OF ORANGE, 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
[Signature]

Notary Public

 Herb Newmaster
My Commission DD096781
Expires March 10, 2006

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