

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Altiris, Inc.		04/01/2003	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MasterSolution, Inc.		
<b>Street Address:</b>	2950 SE Stark. St., Suite 100		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97214		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2758387	VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)640-8273		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(503) 640-6475		
<b>Email:</b>	steve@berkeleytechlaw.com		
<b>Correspondent Name:</b>	Berkeley Law & Technology Group		
<b>Address Line 1:</b>	5250 NE Elam Young Pkwy., Suite 850		
<b>Address Line 4:</b>	Hillsboro, OREGON 97124		
<b>NAME OF SUBMITTER:</b>	Steven J. Munson		
<b>Signature:</b>	/Steve J. Munson/		
<b>Date:</b>	04/15/2005		

Total Attachments: 2  
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**OP \$40.00 2758387**



**TRADEMARK ASSIGNMENT**

*THIS TRADEMARK ASSIGNMENT* is made as of the Effective Date set forth below, by and between Altiris, Inc., a Delaware corporation ("*Assignor*") and MasterSolution, Inc., a Delaware corporation ("*Assignee*").

*WHEREAS*, Assignor entered into a certain Asset Purchase Agreement dated as of April 1, 2003 (the "*Agreement*"), with Assignee providing for the sale by Assignor to Assignee, and the purchase by Assignee from Assignor, of the Acquired Assets (as such term is defined in the Agreement); and

*WHEREAS*, Assignor is the owner of the "Vision" trademark, and all applications related thereto (the "*Trademark*"), and all other rights appurtenant thereto, including, but not limited to, all common law rights and the right to recover for past infringement throughout the world;

*WHEREAS*, Assignor has acquired goodwill associated with and symbolized by the Trademark and has not abandoned the same;

*WHEREAS*, pursuant to the Agreement, Assignee has and is to acquire all rights, title and interest in and to the Trademark throughout the world; and

*WHEREAS*, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark throughout the world.

*NOW, THEREFORE*, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

**1. Assignment.**

(a) Assignor hereby assigns and sells to assignee all of Assignor's rights, title and interest in and to the Trademark throughout the world, together with the goodwill symbolized by the Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

(b) At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

**(C) 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 TRADEMARKS THAT MAY HAVE ACCRUED IN ASSIGNOR'S FAVOR FROM THE RESPECTIVE DATE OF FIRST USE OF ANY OF THE TRADEMARKS TO THE EFFECTIVE DATE OF THIS ASSIGNMENT. ASSIGNOR HEREBY DECLARES THAT THE FOREGOING POWER IS COUPLED WITH AN INTEREST AND AS SUCH IS IRREVOCABLE.

2. Miscellaneous. If any provision of this assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this assignment shall otherwise remain in full force and effect and enforceable.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date set forth below.

Effective Date: April 1, 2003

**"ASSIGNOR"**

ALTIRIS, INC.

By: [Signature]

Name: Jan Newman

Title: V.P. Corp development

**ACKNOWLEDGMENT**

State of Utah )  
County of Utah ) ss:

On this 1 day of April 2003, before me, the undersigned, personally appeared Jan Newman personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

WITNESS my hand and official seal

Signature: [Signature] (Notary Public Seal)

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

