

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetIQ Corporation		04/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WebTrends Inc.
Street Address:	2882 Sand Hill Road
Internal Address:	Suite 280
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2239143	WEBTRENDS
Registration Number:	2364796	INTERGREAT
Registration Number:	2288532	MANAGE YOUR WWWORLD
Registration Number:	2400517	DBTRENDS
Registration Number:	2406695	FASTTRENDS
Registration Number:	2449638	CLUSTERTRENDS
Registration Number:	2483004	COMMERCETRENDS
Registration Number:	2740900	WEBTRENDS
Registration Number:	2497533	WEBTRENDS NETWORK
Registration Number:	2379723	WEBPOSITION
Registration Number:	2085174	AUDITTRACK

CORRESPONDENCE DATA

Fax Number: (213)430-6407

900024113

TRADEMARK
REEL: 003078 FRAME: 0046

CH \$290.00 2239143

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 430-8308
Email: sgordon@omm.com
Correspondent Name: Shari L. Gordon
Address Line 1: 400 S. Hope Street
Address Line 2: 15th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

NAME OF SUBMITTER:	Jonathan Jaech
Signature:	/Jonathan Jaech/
Date:	05/04/2005

Total Attachments: 10

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ASSIGNMENT OF CERTAIN INTELLECTUAL PROPERTY

This Assignment of Certain Intellectual Property (this "Assignment") is entered into by and between NetIQ Corporation, a Delaware corporation ("**NetIQ**"), NetIQ Ireland Limited, an Irish corporation residing in the Cayman Islands ("**Irish Sub**," and together with NetIQ, "**Sellers**"), WebTrends Inc. (formerly Spider Holding Inc.), a Delaware corporation ("**WebTrends**"), and WebTrends Limited, a corporation organized and existing under the laws of the Cayman Islands ("**Cayman Sub**," and together with WebTrends, "**Buyers**").

BACKGROUND

A. Sellers and WebTrends have entered into that certain Asset Purchase Agreement dated as of March 26, 2005 (the "**Agreement**"). Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, Sellers have agreed, among other things, to sell, transfer, convey, assign and deliver to WebTrends or its applicable Designated Purchaser, and WebTrends has agreed to or to cause its applicable Designated Purchaser to purchase and acquire, all of Sellers' right, title and interest in, to and under the Transferred Assets, including the Company IP, in each case all upon the terms and subject to the conditions set forth in the Agreement.

C. Pursuant to Section 2.1(a) of the Agreement, Sellers desire to sell, transfer, convey, assign and deliver to Buyers all of Sellers' right, title and interest in, to and under the Company IP.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Assets. Sellers hereby transfer, convey, assign and deliver to Buyers, their successors and assigns, all of Sellers' right, title and interest in, to and under the Company IP. Concurrently with the execution of this Assignment, the applicable Seller agrees to execute assignments substantially in the form of Exhibit A-1 ("Assignment of US Trademarks (Registered Marks)"), Exhibit A-2 ("Assignment of Non-US Trademarks (Registered Marks)"), Exhibit B-1 ("US Trademark Assignment Agreement (Unregistered Marks)"), Exhibit B-2 ("Non-US Trademark Assignment Agreement (Unregistered Marks)"), Exhibit C-1 ("Copyright Assignment Agreement"), Exhibit D-1 ("US Patent Assignment Agreement"), and Exhibit D-2 ("Non-US Patent Assignment Agreement"). At any time and from time to time after the date hereof, at Buyers' reasonable request and without further consideration therefor, Sellers shall execute, acknowledge and deliver to Buyers such other deeds, endorsements, Consents, instruments of conveyance, assignment, transfer and delivery and such other documents and instruments and take such other actions in order to more effectively consummate the purchase, sale, conveyance, assignment, transfer and delivery to Buyers of the Company IP listed on one of the Schedules to the Exhibits hereto to vest in Buyers good right, title and interest in, to and under such Company IP and to enable Buyers to protect, exercise and enjoy all rights and benefits of appurtenant thereto. Without limiting the foregoing, Sellers hereby agree that in the event that any of the Company IP transferred under the

Agreement is not listed on one of the Schedules to the Exhibits hereto, the applicable Seller will execute a replacement Exhibit having a Schedule listing such Company IP, as Buyers may reasonably request from time to time.

2. Miscellaneous Provisions.

(a) Conflict with the Agreement. Buyers and Sellers hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect of the terms and provisions of the Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail, govern and control in all respects without limitation.

(b) Amendment and Modification. This Assignment may not be amended, except by an instrument in writing signed on behalf of NetIQ and WebTrends.

(c) Descriptive Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment.

(d) Governing Law. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

(e) Severability. Any term or provision of this Assignment which is held by a court of competent jurisdiction or other authority to be void, invalid or unenforceable shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and shall not render void, invalid or unenforceable the remaining terms and provisions of this Assignment or affect the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(f) Mutual Drafting. The parties hereto have been represented by counsel who have carefully negotiated the provisions hereof. As a consequence, the parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Assignment and therefore waive their effects. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the intent of the parties.

(g) Counterparts: Facsimile Signature. This Assignment may be executed in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when all counterparts have been signed by each of the parties and delivered to the other parties, it being understood that the parties need not sign the same counterpart. Any party may execute this Assignment by facsimile signature, and the other parties will be entitled to rely on such facsimile signature as conclusive evidence that this Assignment has been duly executed by such party.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of this ____ day of April, 2005.

NetIQ Corporation:

WebTrends Inc.:

By: _____

By: Benjamin A. Ball

Name: _____

Name: Benjamin Ball

Title: _____

Title: President

NetIQ Ireland Limited:

WebTrends Limited:

By: _____

By: Benjamin A. Ball

Name: _____

Name: Benjamin Ball

Title: _____

Title: Director

[ASSIGNMENT OF CERTAIN INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of this ____ day of April, 2005.

NetIQ Corporation:

WebTrends Inc.:

By: 

By: _____

Name: Charles M. Boesenberg

Name: Benjamin Ball

Title: Chief Executive Officer

Title: President

NetIQ Ireland Limited:

WebTrends Limited:

By: 

By: _____

Name: Betsy Bayha

Name: Benjamin Ball

Title: Director

Title: Director

[ASSIGNMENT OF CERTAIN INTELLECTUAL PROPERTY]

Exhibit A-1

ASSIGNMENT OF US TRADEMARKS
(Registered Marks)

WHEREAS, NetIQ Corporation, a Delaware corporation, with its principal place of business at 3553 North First Street, San Jose, California 95134 (hereinafter "**Assignor**"), is the owner of the US trademarks and registrations set forth on Schedule A hereto (collectively the "**Marks**");

WHEREAS, WebTrends Inc., a Delaware corporation, having its principal place of business at 2882 Sand Hill Road, Suite 280, Menlo Park, California 94025 (hereinafter "**Assignee**"), is desirous of acquiring all right, title and interest in the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all of Assignor's right, title, and interest in and to said Marks and said registration therefor in the United States and throughout the world, as applicable, 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.

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

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 Marks that may have accrued in Assignor's favor from the respective date of first use of any of the Marks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment of US Trademarks
as of this ____ day of April, 2005.

ASSIGNOR: NETIQ CORPORATION

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

On this ____ day of _____, 200_, before me appeared
_____, the person who signed this instrument, who acknowledged
that he signed it as a free act on his own behalf and on behalf of the identified corporation with
authority to do so.

Notary Public

My Commission Expires:

ASSIGNEE: WEBTRENDS INC.

By: Benjamin H. Ball

Name: Benjamin Ball

Title: President

IN WITNESS WHEREOF, the parties have executed this Assignment of US Trademarks
as of this ____ day of April, 2005.

ASSIGNOR: NETIQ CORPORATION

By: Ch M Boesenberg

Name: Charles M. Boesenberg

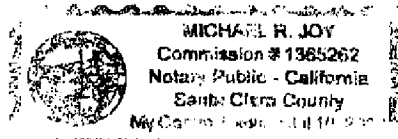
Title: Chairman & CEO

STATE OF CA)

) ss

COUNTY OF Santa Clara)

On this 29 day of April, 2005, before me appeared
Charles M. Boesenberg, the person who signed this instrument, who acknowledged
that he signed it as a free act on his own behalf and on behalf of the identified corporation with
authority to do so.



Notary Public Michael R. Joy
Michael R. Joy

My Commission Expires: July 18, 2006

ASSIGNEE: WEBTRENDS INC.

By: _____

Name: _____

Title: _____

Schedule A

Assigned US Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
WEBTRENDS	United States	2,239,143	4/13/1999
INTEGREAT	United States	2,364,796	7/4/2000
MANAGE YOUR WWWORLD	United States	2,288,532	10/26/1999
DBTRENDS	United States	2,400,517	10/31/2000
FASTTRENDS	United States	2,406,695	11/21/2000
CLUSTERTRENDS	United States	2,449,638	5/8/2001
COMMERCETRENDS	United States	2,483,004	8/28/2001
WEBTRENDS	United States	2,740,900	7/29/2003
WEBTRENDS NETWORK	United States	2,497,533	10/16/2001
WEBPOSITION	United States	2,379,723	8/22/2000
AUDITTRACK	United States	2,085,174	8/5/1997
MANAGE THE WWWORLD	United States	Abandoned	
WWWORLD	United States	Abandoned	
SECURE YOUR WWWORLD	United States	Abandoned	
FIRETRENDS	United States	Abandoned	
TRAFFICREPORTS	United States	Abandoned	
VRM	United States	Abandoned	
eVRM	United States	Abandoned	

VISITOR RELATIONSHIP MANAGEMENT	United States	Abandoned
MANAGE YOUR VISITORS	United States	Abandoned
INTELLIGENT VISITOR MANAGEMENT	United States	Abandoned
FIREHOUSE	United States	Abandoned
WEBTRENDS FIREHOUSE	United States	Abandoned
W (Logo)	United States	Abandoned
BUSINESSTRENDS	United States	Abandoned
VISITORS MEAN BUSINESS	United States	Abandoned