

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|------------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NETWORK PHYSICS, INC. | | 10/19/2007 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | OPNET TECHNOLOGIES, INC. | | |
| Street Address: | 7255 Woodmont Avenue | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814-7900 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2832241 | NETWORK PHYSICS | |
| Serial Number: | 78488875 | NETSENSORY 2000 | |
| Serial Number: | 78488870 | NETSENSORY DIRECTOR | |
| Serial Number: | 78488866 | NETSENSORY OS | |
| Serial Number: | 78488860 | NETSENSORY ENTERPRISE ARCHITECTURE | |
| Serial Number: | 78796273 | IT'S NOT THE NETWORK | |
| Serial Number: | 76063681 | NETWORK SUPERFLUID | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)310-9896 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-439-2866 | | |
| Email: | jso@nutter.com | | |
| Correspondent Name: | Rena Marie Strand | | |
| Address Line 1: | 155 Seaport Boulevard | | |
| Address Line 4: | Boston, MASSACHUSETTS 02210 | | |

OP \$190.00 2832241

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|--|---------------------|
| ATTORNEY DOCKET NUMBER: | OPNET |
| NAME OF SUBMITTER: | Rena Marie Strand |
| Signature: | /Rena Marie Strand/ |
| Date: | 10/19/2007 |
| Total Attachments: 3 source=TrademarkAssignment#page1.tif source=TrademarkAssignment#page2.tif source=TrademarkAssignment#page3.tif | |

ASSIGNMENT OF TRADEMARK REGISTRATION

WHEREAS, Network Physics, Inc., a Delaware corporation ("Assignor"), and OPNET Technologies, Inc., a Delaware corporation ("Assignee"), are parties to that certain Asset Purchase Agreement dated as of October 1, 2007 (the "Agreement");

WHEREAS, pursuant to the Agreement the Assignor has agreed to sell, transfer and assign to Assignee, any right, title and interest of the Assignor in and to the following trademarks listed on Schedule A attached hereto (the "Marks"), including any corresponding trademark applications and/or trademark registrations (the "Applications and Registrations"):

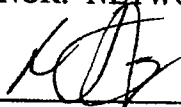
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee, all of Assignor's right, title, and interest in and to the Marks, including all Applications, Registrations, and all common law rights, together with the business, or portion thereof, to which the Marks pertain, the goodwill symbolized by use of the Marks, and the right to sue third parties for and recover damages from past and future infringement of the Marks.

All covenants and obligations herein shall be binding on and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to transfer said Applications and/or Registrations to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed as an instrument under seal by its duly authorized officer this 1 day of October, 2007.

ASSIGNOR: NETWORK PHYSICS, INC.

By: 

Kenny Frerichs
President and Chief Executive Officer

ASSIGNEE: OPNET TECHNOLOGIES, INC.

By: _____
Alain J. Cohen
President and Chief Technical Officer

ASSIGNMENT OF TRADEMARK REGISTRATION

WHEREAS, Network Physics, Inc., a Delaware corporation ("Assignor"), and OPNET Technologies, Inc., a Delaware corporation ("Assignee"), are parties to that certain Asset Purchase Agreement dated as of October 1, 2007 (the "Agreement");

WHEREAS, pursuant to the Agreement the Assignor has agreed to sell, transfer and assign to Assignee, any right, title and interest of the Assignor in and to the following trademarks listed on Schedule A attached hereto (the "Marks"), including any corresponding trademark applications and/or trademark registrations (the "Applications and Registrations"):

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee, all of Assignor's right, title, and interest in and to the Marks, including all Applications, Registrations, and all common law rights, together with the business, or portion thereof, to which the Marks pertain, the goodwill symbolized by use of the Marks, and the right to sue third parties for and recover damages from past and future infringement of the Marks.

All covenants and obligations herein shall be binding on and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to transfer said Applications and/or Registrations to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed as an instrument under seal by its duly authorized officer this 1 day of October, 2007.

ASSIGNOR: NETWORK PHYSICS, INC.

By: _____
Kenny Frerichs
President and Chief Executive Officer

ASSIGNEE: OPNET TECHNOLOGIES, INC.

By: Alain Cohen
Alain J. Cohen
President and Chief Technology Officer

Schedule A

Trademarks

| Registered Owner: Network Physics, Inc. | | |
|--|-------------------------|--------------------------|
| Mark | Registration No. | Registration Date |
| NETWORK PHYSICS | 2832241 | April 13, 2004 |

| Applicant: Network Physics, Inc. | | |
|---|-------------------|--------------------------|
| Mark | Serial No. | Filing Date |
| NETSENSORY 2000 | 78488875 | September 23, 2004 |
| NETSENSORY DIRECTOR | 78488870 | September 23, 2004 |
| NETSENSORY OS | 78488866 | September 23, 2004 |
| NETSENSORY ENTERPRISE ARCHITECTURE | 78488860 | September 23, 2004 |
| IT'S NOT THE NETWORK | 78796273 | January 20, 2006 |
| NETWORK SUPERFLIUD | 76063681 | May 31, 2000 (abandoned) |

| Owner: Network Physics, Inc. |
|--|
| Mark |
| Network Physics, Inc. |
| Network Physics Research |
| It's NOT the App |
| It's the USER Experience |
| Application Performance Insight |
| NetSensory - The Missing Link in Application Performance |

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