

## 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
Apollo Acquisition LLC		03/14/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SAS Institute Inc.		
Street Address:	SAS Campus Drive		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27513		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2298530	TERAGRAM	
CORRESPONDENCE DATA			
Fax Number:	(919)755-6096		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	919-755-2109		
Email:	mtepper@wcsr.com		
Correspondent Name:	Maury M. Tepper, III		
Address Line 1:	PO Box 831		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Maury M. Tepper, III		
Signature:	/Maury M. Tepper, III/		
Date:	01/05/2009		

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REEL: 003913 FRAME: 0078

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

*THIS ASSIGNMENT OF TRADEMARK* (the "Assignment") dated as of March 14, 2008, (the "Effective Date"), is from Apollo Acquisition LLC, a North Carolina limited liability company (the "Assignor"), to SAS Institute Inc., a North Carolina corporation (the "Assignee").

### WITNESSETH:

*WHEREAS*, Assignor is the record owner of the trademark and the related United States registration for TERAGRAM, Registration No. 2,298,530 (the "Mark"); and

*WHEREAS*, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business, and all common law rights associated with the Mark; and

*WHEREAS*, Assignor and Assignee desire to confirm the assignment of the Mark to Assignee;

*NOW, THEREFORE*, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Mark, together with (1) the goodwill of the business symbolized by the Mark, (2) any and all common law rights, title and interest associated with the Mark, and (3) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Mark.

2. Assignor represents and warrants to Assignee that: (1) the Mark and use thereof does not and will not violate any trademark or other intellectual property rights of any third party; (2) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Mark; and (3) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Mark, the goodwill of the business associated therewith, and the common law rights therein and thereto.

3. Assignor further represents and warrants to Assignee that, upon execution and delivery of the Assignment, Assignee will be vested with all right, title and interest in and to the Mark, free and clear of all liens, licenses or other encumbrances.

4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

*IN WITNESS WHEREOF*, the Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:



Apollo Acquisition LLC

By: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "John G. Boswell", written over a horizontal line.

John G. Boswell, Vice-President

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