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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
InteQ Services Corporation	FORMERLY InteQ Corporation	05/10/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SlashSupport, Inc.
Street Address:	3031 Tisch Way
Internal Address:	Suite 1002
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95128
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2568080	INFRAWATCH

CORRESPONDENCE DATA

Fax Number: (973)379-7734

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

Phone: 9733794800

Email: jtaub@buddlarner.com

Correspondent Name: Benjamin G. Taub

Address Line 1: 150 John F. Kennedy Parkway

Address Line 2: Budd Larner, P.C.

Address Line 4: Short Hills, NEW JERSEY 07078-2703

ATTORNEY DOCKET NUMBER:	11893-2
NAME OF SUBMITTER:	Benjamin G. Taub
Signature:	/Benjamin G. Taub/

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Date:	05/14/2010
Total Attachments: 5 source=CSS - InteQ Trademark Assignmen	t (signed)#page2.tif t (signed)#page3.tif t (signed)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of May 10, 2010, by InteQ Services Corporation (formerly known as InteQ Corporation), a Delaware corporation with a business address at 100 Crosby Drive, Bedford, Massachusetts 01730 ("InteQ"), in favor of SlashSupport, Inc., a Delaware corporation with a business address at 3031 Tisch Way, Suite 1002, San Jose, California 95128 (together with its successors and assigns, "Assignee"). This Trademark Assignment is executed and delivered pursuant to that certain Asset Purchase Agreement dated May 5, 2010 (the "Purchase Agreement") between InteQ and Assignee, and is subject to the terms and conditions thereof. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

WITNESSETH:

WHEREAS, InteQ has adopted, acquired, used and is using exclusively in its RIMS Business (as defined in the Purchase Agreement) the trademarks listed on **Annex A** hereto (each a "*Trademark*" and, collectively, the "*Trademarks*"); and

WHEREAS, pursuant to the Purchase Agreement, and as a condition to Assignee's consummation of the transactions contemplated thereby, Assignee requires that InteQ assign the Trademarks to Assignee and enter into this Assignment on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in order to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, and in consideration of and in exchange for the consideration to be paid to InteQ thereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Assignment</u>. InteQ does hereby sell, assign and transfer to Assignee its entire right, title and interest, whether statutory or at common law, in and to each of the Trademarks, together with the goodwill of the business symbolized by each Trademark, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of InteQ.
- 2. <u>Issuance of Certificates of Registration</u>. InteQ further authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks and title thereto as the property of Assignee in accordance with the terms of this Assignment and to issue the certificates of registration in respect of each Trademark to Assignee in accordance with the terms of this Assignment.
- 3. Representations and Warranties. The representations and warranties of InteQ in Article V of the Purchase Agreement (as modified by the Disclosure Memorandum), insofar as

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they relate to any of the Trademarks, are hereby incorporated herein by reference as if made by InteQ herein.

- 4. <u>No Continued Use of Trademarks by InteQ</u>. Upon the delivery of an executed copy of this Assignment, as between InteQ and Assignee, Assignee shall have the exclusive and sole right to use the Trademarks. InteQ's right to use the Trademarks shall immediately cease upon execution of this Assignment and InteQ shall not be entitled to the continued use of the Trademarks after the date of this Assignment.
- 6. Cooperation. InteQ hereby covenants and agrees to cooperate with Assignee to enable Assignee to obtain all right, title and interest herein conveyed. Such cooperation by InteQ shall include, but not be limited to, the production of pertinent facts and documents, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee, for: (a) perfecting in Assignee the right, title and interest herein conveyed; (b) filing any and all necessary documents, instruments and applications with any governmental agency with respect to each Trademark, including all documents which must be filed with the U.S. Patent and Trademarks Office to further effect this Assignment; and (c) any legal proceedings involving a Trademark, including any infringement actions pertaining to a Trademark.

6. Miscellaneous.

- (a) Governing Law; Consent to Jurisdiction. This Assignment shall be construed, enforced, and governed by the internal laws of the State of Delaware, without regard to conflicts of laws principles. Any dispute arising out of this Assignment shall be resolved in the any Federal or state court in the Commonwealth of Massachusetts, and each party consents to the jurisdiction of such court in any such dispute and waives any objection to the laying of venue in such court.
- (b) <u>Binding Effect</u>. Except as otherwise provided in this Assignment, every covenant, term and provision of this Assignment shall be binding upon and inure to the benefit of InteQ and Assignee and their respective successors and assigns; provided that this Assignment may not be assigned by InteQ without Assignee's prior written consent.
- (c) <u>Severability</u>. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Assignment.
- Agreement and the Additional Agreements (as defined in the Purchase Agreement), constitutes the entire agreement between the parties with respect to the Trademarks and supersedes any prior agreements or understanding among them with respect to the Trademarks. This Assignment may not be modified in any manner unless in writing and signed by the party against whom enforcement thereof is sought. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.
- (e) <u>Facsimile Signatures</u>. Facsimile, email and other electronically transmitted 2

signatures of the undersigned will have the same force and effect as original signatures.

- (f) <u>Headings</u>. The headings of the paragraphs of this Assignment are for convenience and reference only and do not form a part hereof, and in no way modify, interpret or construe the understanding of the parties hereto.
- (g) <u>Waiver of Jury Trial</u>. EACH PARTY TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

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IN WITNESS WHEREOF, InteQ has caused this Trademark Assignment to be duly executed in its corporate name by its duly authorized officer executed as of the day and year first above written.

InteQ:

INTEQ SERVICES CORPORATION

Ву:

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Name: Title:

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ANNEX A

TRADEMARKS

All rights in respect of the word marks and any logos for:

- InfraWatch (including without limitation all rights under U.S. Patent and Trademark Office Registration #2568080)
- InfraSolve
- InfraOps
- InfraPortal
- Fusion Layer
- M-POP
- MSPNet
- Visibility Center
- InfraServices
- InfraStream
- We Make it Infrastructure Predictable
- Co-Manage It

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RECORDED: 05/14/2010