

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
SpikeSource, Inc.		11/15/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Black Duck Software, Inc.		
Street Address:	265 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3110405	SPIKE	
Registration Number:	3110365	SPIKESOURCE	
CORRESPONDENCE DATA			
Fax Number:	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617 345 3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J. Peckham, Burns & Levinson LLP		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	43115.0		
NAME OF SUBMITTER:	Deborah J. Peckham		
Signature:	/Deborah J Peckham/		
Date:	02/08/2011		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of this 15th day of November, 2010, (the "Effective Date"), by and between SpikeSource, Inc., a Delaware corporation (the "Assignor"), and Black Duck Software, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of November 15, 2010 between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor's right, title and interest in and to certain trademarks.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement), it is hereby agreed by and between the parties as follows:

1. Assignor hereby grants, conveys and assigns to Assignee, by execution hereof, the Trademarks (as defined in the Asset Purchase Agreement) listed on Schedule A hereto (herein "Assigned Trademarks"), including any and all goodwill symbolized thereby.
2. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Trademarks.
3. Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith.

This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.

SPIKESOURCE, INC.

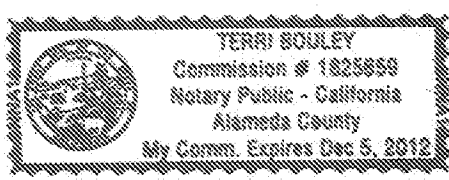
By: [Signature]
Name: Katherine NOESEN
Title: Interim SVP Mktg & Bus Dev.

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

The foregoing PATENT ASSIGNMENT was acknowledged before me this 15th day of November 2010, by Katherine Noesen the Interim SVP Mktg & Bus Dev. of SpikeSource, Inc., a Delaware corporation, on behalf of the Assignor, who has produced as identification and who did not take an oath.

(SEAL)



[Signature]
Printed/Typed Name: Terri Bouley
Notary Public-State of California
Commission Number: 1825659

BLACK DUCK SOFTWARE, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of Black Duck Software, Inc., a Delaware corporation, on behalf of the Assignee, who is personally known to me/has produced _____ as identification and who did/did not take an oath.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____

Commission Number: _____

SCHEDULE A

Trademarks

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.

SPIKESOURCE, INC.

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____)

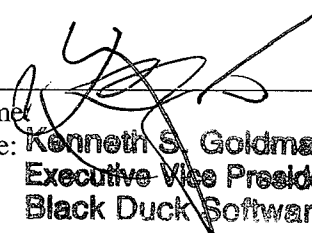
The foregoing TRADEMARK ASSIGNMENT was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of SpikeSource, Inc., a Delaware corporation, on behalf of the Assignor, who is personally known to me/has produced as identification and who did/did not take an oath.

(SEAL)

Printed/Typed Name:
Notary Public-State of _____

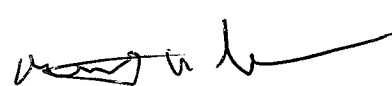
Commission Number: _____

BLACK DUCK SOFTWARE, INC.

By: 
Name:
Title: **Kenneth S. Goldman**
Executive Vice President & CFO
Black Duck Software, Inc.

STATE OF New Hampshire)
COUNTY OF Rockingham)

The foregoing TRADEMARK ASSIGNMENT was acknowledged before me this 15th day of November, 2010, by Kenneth S. Goldman, the EVY + CFO of Black Duck Software, Inc., a Delaware corporation, on behalf of the Assignee, who is personally known to me/~~has produced _____~~ as identification and who ~~did~~/did not take an oath.

 (SEAL)

Printed/Typed Name: Matthew H. Jacobs
Notary Public-State of New Hampshire

Commission Number: _____

MATTHEW H. JACOBS
Notary Public - New Hampshire
My Commission Expires June 13, 2012