

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
Lumigent Technologies, Inc.		05/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BeyondTrust Software, Inc.		
Street Address:	2173 Salk Avenue		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2589660	LOG EXPLORER	
Registration Number:	2450244	LUMIGENT	
Registration Number:	3622642	APPGRC	
CORRESPONDENCE DATA			
Fax Number:	(818)981-4764		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818-990-2120		
Email:	tgrinblat@lewithhackman.com		
Correspondent Name:	Tal Grinblat/ Lewitt, Hackman		
Address Line 1:	16633 Ventura Blvd., Suite 1100		
Address Line 4:	Encino, CALIFORNIA 91436		
ATTORNEY DOCKET NUMBER:	9781-2		
NAME OF SUBMITTER:	Tal Grinblat		
Signature:	/Tal Grinblat/		

CH \$90.00 2589660

Date:

05/24/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") dated as of May 4, 2011, is entered into by and between Lumigent Technologies, Inc., a Delaware corporation (the "Assignor") and BeyondTrust Software, Inc., a California corporation (the "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, including the trademark applications and registrations listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (such agreement, as amended from time to time, the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee certain Intellectual Property (as defined in the Purchase Agreement) and all of its right, title and interest therein including, without limitation, the Trademarks; and

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of assigning the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, assign and set over to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to:

- (i) the Trademarks, including all common law therein in the United States and any state thereof and in foreign countries, including the right to sue and collect damages and/or profits for past infringements,
- (ii) all goodwill of the business symbolized by and associated therewith and the portion of the business of Assignor to which any intent-to-use application pertains; and
- (iii) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions set forth in the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its proper and duly authorized corporate officer as of the day and date first set forth above.

LUMIGENT TECHNOLOGIES, INC.

By: [Signature]
Title Name: President + CEO
Name Title: Peter Shields

STATE OF MA)
COUNTY OF Worcester)

On this 4th day of May, 2011, personally appeared before me Peter Randall Shields known to me to be Proprietor of U.S., who acknowledged that he/she signed this instrument as a free act on behalf of Lumigent Technologies, Inc.

[Signature]
Notary Public
My commission expires:



ROBERT S. MORONG
Notary Public
Commonwealth of Massachusetts
My Commission Exp. May 26, 2017

BEYONDTRUST SOFTWARE, INC.

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2011, personally appeared before me _____ known to me to be _____ of _____, who acknowledged that he/she signed this instrument as a free act on behalf of _____.

Notary Public
My commission expires:

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its proper and duly authorized corporate officer as of the day and date first set forth above.

LUMIGENT TECHNOLOGIES, INC.

By: _____
Name:
Title:

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2011, personally appeared before me _____, known to me to be _____ of _____, who acknowledged that he/she signed this instrument as a free act on behalf of _____.

Notary Public
My commission expires: _____

BEYONDTRUST SOFTWARE, INC.

By: KJS
Name: Kenneth J. Saunders
Title: CFO

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2011, personally appeared before me _____, known to me to be _____ of _____, who acknowledged that he/she signed this instrument as a free act on behalf of _____.

Notary Public
My commission expires:

SCHEDULE A

Trademark Registrations and Applications

Trademarks

Registration/Application No.	Jurisdiction	Mark
914019	Australia	LUMIGENT
914018	Australia	LOG EXPLORER
2589660	United States	LOG EXPLORER
2450244	United States	LUMIGENT
3622642	United States	APPGRC
TMA619,913	Canada	LUMIGENT
TMA610,561	Canada	LOG EXPLORER
563178	South Korea	LUMIGENT
2002-0024806	South Korea	LOG EXPLORER
2744035	European Union	LOG EXPLORER
2743805	European Union	LUMIGENT
1118576	India	LUMIGENT
1118577	India	LUMIGENT
1118578	India	LOG EXPLORER
1118579	India	LOG EXPLORER