

# TRADEMARK ASSIGNMENT

Electronic 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
RemoteScan Corporation		05/05/2011	CORPORATION: MONTANA
RECEIVING PARTY DATA			
Name:	Quest Software, Inc.		
Street Address:	5 Polaris Way		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3949496	REMOTESCAN	
CORRESPONDENCE DATA			
Fax Number:	(617)937-2400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	61793742418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	500 Boylston Street		
Address Line 2:	14th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	301863-209		
NAME OF SUBMITTER:	Anna Anderson		
Signature:	/Anna Anderson/		
Date:	05/26/2011		

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 REEL: 004549 FRAME: 0560

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is made as of May 5, 2011, by and between RemoteScan Corporation, a Montana corporation ("*Assignor*"), and Quest Software, Inc., a Delaware corporation ("*Assignee*").

Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as May 5, 2011 (the "*Asset Purchase Agreement*"), pursuant to which Assignor purchased substantially all of the assets of Assignor.

Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property pursuant to the Asset Purchase Agreement, including but not limited to any patents, trademarks and copyrights identified in Exhibit A hereto (the "*Intellectual Property*"). This Assignment effects the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All undefined capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. **Assignment.** Assignor hereby irrevocably assigns and conveys to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, as well as the goodwill of the business appertaining to said Intellectual Property. Assignor acknowledges and agrees that the foregoing assignment and conveyance of the Intellectual Property shall include, without limitation, the assignment and conveyance to Assignee of the Intellectual Property.

3. **Further Assurances.** Assignor shall promptly take all action reasonably deemed necessary by Assignee to facilitate and further memorialize and effect the assignment and conveyance of the Intellectual Property to Assignee described in Section 2 herein.

4. **Miscellaneous.** This Assignment: (i) shall be governed by the internal laws of the State of Delaware, without reference to its conflict of law principles; (ii) together with the Asset Purchase Agreement and the agreements and transactions described therein, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and agreements with respect to the subject matter hereof; (iii) shall not be amended or terminated unless in a writing signed by Assignor and Assignee that expressly sets forth such amendment or termination; (iv) shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns; (v) if held to be invalid or unenforceable, in whole or part, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (vi) may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The waiver of any breach of this Assignment shall not be construed to be the waiver of any subsequent

breach. The non-prevailing party in any action arising out of or related to this Assignment shall pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such action.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized officers, all as of the date and year first above written to be effective as of the Effective Date of the Asset Purchase Agreement.

ASSIGNOR:

REMOTESCAN CORPORATION

By: 

Name: Steve Saroff

Title: President

ASSIGNEE:

QUEST SOFTWARE, INC.

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

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized officers, all as of the date and year first above written to be effective as of the Effective Date of the Asset Purchase Agreement.

ASSIGNOR:

REMOTESCAN CORPORATION

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

Name:

Title:

ASSIGNEE:

QUEST SOFTWARE, INC.

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

Name: WAYNE H. GORDON

Title: MANAGING DIRECTOR, CORPDEV

Exhibit A

**INTELLECTUAL PROPERTY**

**List of Registered Patents and Patent Applications:**

None

**List of Registered Copyrights and Copyright Applications:**

None

**List of Registered Trademarks and Trademark Applications:**

Trademark: REMOTESCAN

Reg. No. 3,949,496

Registered April 19, 2011

Int. Cl. 9

First use: 1-12-2004

In commerce: 1-12-2004