

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
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:	3988202	REMOTESCAN	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650 843 5455		
Email:	rsingh@cooley.com		
Correspondent Name:	Aaron Fennimore		
Address Line 1:	777 6th Street NW, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	301863-20000		
NAME OF SUBMITTER:	Aaron M. Fennimore		
Signature:	/Aaron M. Fennimore/		
Date:	07/29/2011		

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 REEL: 004594 FRAME: 0057

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

among:

QUEST SOFTWARE, INC.,
a Delaware corporation;

REMOTESCAN CORPORATION,
a Montana corporation;

and

the DESIGNATED STOCKHOLDERS named herein

Dated as of May 5, 2011

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into as of May 5, 2011 (the "**Effective Date**"), by and among: **QUEST SOFTWARE, INC.**, a Delaware corporation (the "**Purchaser**"), **REMOTESCAN CORPORATION**, a Montana corporation (the "**Seller**"), and Steve Saroff and Glenn Kreisel (together, the "**Designated Stockholders**"). Certain capitalized terms used in this Agreement are defined in **Exhibit A**.

RECITALS

A. The Seller is engaged in the business of concept innovation for software solutions focused on scanning and imaging device connectivity, including but not limited to TWAIN, WIA and ISIS compatible scanners and any other imaging devices, including but not limited to high-end scanners, sheet feeder scanners, duplex scanners, "all-in-one" devices, card scanners, low cost scanners, flatbed scanners, web cams, and digital cameras in both virtual and physical environments; research, design, development and testing of such software; and promotion, distribution, sales, service, maintenance and support of such software (the "**Business**").

B. The Seller, the Designated Stockholders, and the Purchaser wish to provide for the sale of the Assets and the Business to the Purchaser on the terms set forth in this Agreement.

C. In order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Seller and the Designated Stockholders are entering into Noncompetition Agreements in favor of the Purchaser.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF ASSETS; RELATED TRANSACTIONS.

1.1 Sale of Assets. Subject to Section 1.2, the Seller shall cause to be sold, assigned, transferred, conveyed, and delivered to the Purchaser, at the Closing, good and valid title, free and clear of any Encumbrances other than Permitted Encumbrances, to all of the properties, rights, interests, goodwill and every other tangible and intangible asset related to the Business and the Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), including any assets acquired by the Business or the Seller during the Pre-Closing Period and any assets that are owned by any subsidiary of the Seller, any of the Designated Stockholders or any other Related Party that are related to the Business (collectively, the "**Assets**") including the following:

(a) all Receivables (including all Receivables identified in Part 2.8 of the Disclosure Schedule and all Receivables that have arisen since the Interim Balance Sheet Date) of the Seller and the Business;

(b) all inventories and works-in-progress of the Seller and the Business, and all rights to collect from customers (and to retain) all fees and other amounts payable, or that may become payable, to the Seller or the Business with respect to services performed on behalf of the Seller or the Business on or prior to the Closing Date;

(c) all equipment, materials, hardware, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements, and other tangible assets of the Seller and the Business (including the tangible assets identified in Part 2.11 of the Disclosure Schedule);

(d) all advertising and promotional materials possessed by the Seller or used by the Business;

(e) all Intellectual Property and Intellectual Property Rights and related goodwill owned by the Seller or used in the Business (including the right to use the name "RemoteScan," and variations thereof, and the Intellectual Property and Intellectual Property Rights identified in Part 2.13 of the Disclosure Schedule);

(f) all rights of the Seller of the Business under the Seller Contracts (including the Seller Contracts identified in Part 2.14 of the Disclosure Schedule);

(g) all Governmental Authorizations held by the Seller or used in the Business, to the extent assignable to the Purchaser and not reasonably necessary for the continued existence or operation of the Seller following the Closing (including the Governmental Authorizations identified in Part 2.17 of the Disclosure Schedule);

(h) all Bank Accounts of the Seller or the Business other than the bank account set forth on **Schedule 1.1(h)**;

(i) all claims (including claims for past infringement or misappropriation of Intellectual Property or Intellectual Property Rights) and causes of action of the Seller or the Business against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement, and other rights of recovery possessed by the Seller or related to the Business (regardless of whether such rights are currently exercisable); and

(j) all books (including log books), records, files, data, customer lists, customer records, research, and development reports of the Seller and the Business.

For purposes of this Agreement, if any asset owned or held by a subsidiary of the Seller, by a Designated Stockholder or other Related Party relates to or is used in the conduct of the Business, then such asset will be deemed part of the Assets and the Designated Stockholders and the Seller will take such steps as are necessary to cause the sale, assignment, transfer, conveyance and delivery to the Purchaser of good and valid title, free and clear of any Encumbrances, to such subsidiary's, Designated Stockholder's or Related Party's right, title and interest in and to such asset.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that none of the Selling Group is selling, assigning, transferring, conveying, or delivering to the Purchaser, and the Assets shall not include, any of the assets specifically identified on **Schedule 1.2** (the "**Excluded Assets**").

1.3 Agreements Relating to Transfer of Assets. The Seller and the Purchaser agree that any software and software documentation included in the Assets and any other Assets that can be transmitted to the Purchaser by electronic transmission (collectively, the "**Remotely Transferable Assets**") shall be delivered to the Purchaser by electronic transmission as of or as promptly as practicable following the execution of this Agreement and prior to the Closing to Purchaser's satisfaction in accordance with the procedure set forth on **Schedule 1.3**, and shall not be delivered to the Purchaser on

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

REMOTESCAN CORPORATION,
a Montana corporation

By: 

Name: Steve Saroff

Title: President

QUEST SOFTWARE, INC.,
a Delaware corporation


By: _____

Name: _____

Title: _____

DESIGNATED STOCKHOLDERS:


STEVE SAROFF


GLENN KREISEL

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

REMOTESIGN CORPORATION,
a Montana corporation

By: _____

Name: _____

Title: _____

QUEST SOFTWARE INC.,
a Delaware corporation

By:  _____

Name: SHAYNE HIGDON

Title: MANAGING DIRECTOR, CORPDEV

DESIGNATED STOCKHOLDERS:

STEVE SARETT _____

GLENN KRONSEL _____

Asset Purchase Agreement Signature Page