

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DameWare Development LLC		12/15/2011	LIMITED LIABILITY COMPANY: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SolarWinds WorldWide, LLC		
<b>Street Address:</b>	3711 South MoPac Expressway		
<b>Internal Address:</b>	Building Two		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78746		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85493471	DAMEWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)720-7801		
<b>Phone:</b>	703.720.7800		
<b>Email:</b>	ipgeneraltyc@ssd.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Squire, Sanders & Dempsey (US) LLP		
<b>Address Line 1:</b>	8000 Towers Crescent Drive		
<b>Address Line 2:</b>	14th Floor		
<b>Address Line 4:</b>	Vienna, VIRGINIA 22182		
<b>ATTORNEY DOCKET NUMBER:</b>	087820.00546		
<b>NAME OF SUBMITTER:</b>	Susan E. Billheimer		

OP \$40.00 85493471

Signature:	/Susan E. Billheimer/
Date:	12/15/2011
Total Attachments: 6 source=Assignment Agreement Dameware-Solarwinds#page1.tif source=Assignment Agreement Dameware-Solarwinds#page2.tif source=Assignment Agreement Dameware-Solarwinds#page3.tif source=Assignment Agreement Dameware-Solarwinds#page4.tif source=Assignment Agreement Dameware-Solarwinds#page5.tif source=Assignment Agreement Dameware-Solarwinds#page6.tif	

COPYRIGHT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS COPYRIGHT AND TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") shall be effective as of December 15, 2011 (the "**Effective Date**"), by and between: DameWare Development LLC, a limited liability company organized under the laws of Louisiana, having offices at 108 Innwood Drive, Covington, Louisiana 70433 (hereinafter, "**Assignor**"); and SolarWinds WorldWide, LLC, a Delaware limited liability company, having a place of business at 3711 South MoPac Expressway, Building Two, Austin, Texas 78746 ("**Assignee**").

**WITNESSETH:**

**WHEREAS**, Assignor is the owner of the pending applications and unregistered trademarks and unregistered copyrights listed on **Schedule A** attached hereto, together with the goodwill associated therewith (collectively, the trademarks are "**Marks**" and collectively, the copyrights are "**Works**");

**WHEREAS**, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of the Effective Date, Assignor has agreed to assign and has assigned to Assignee certain intellectual property, including the specific Marks and Works set forth in **Schedule A**, along with any and all goodwill relating thereto; and

**WHEREAS**, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor's assignment of its rights;

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

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Marks and Works worldwide, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Assignor agrees to take all actions reasonably requested by Assignee to convey the Marks and Works from Assignor to Assignee, including but not limited to, providing specimens of the Marks and copies of the Works reasonably requested by Assignee.

[Signature page follows]

IN WITNESS WHEREOF, Assignor caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

DAMEWARE DEVELOPMENT LLC

SOLARWINDS WORLDWIDE, LLC

By:   
Name: Robert K. Hatcher  
Title: Co-Owner/Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Kayla Hatcher  
Title: Co-Owner/Member

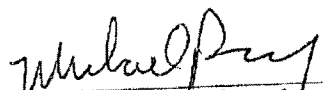
Signature Page to Copyright and Trademark Assignment Agreement

IN WITNESS WHEREOF, Assignor caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

DAMEWARE DEVELOPMENT LLC

SOLARWINDS WORLDWIDE, LLC

By: \_\_\_\_\_  
Name: Robert K. Hatcher  
Title: Co-Owner/Member

By:   
Name: Michael J. Berry  
Title: EXECUTIVE VICE President and CFO

By: \_\_\_\_\_  
Name: Karla Hatcher  
Title: Co-Owner/Member

Signature Page to Copyright and Trademark Assignment Agreement

TRADEMARK  
REEL: 004680 FRAME: 0801

**SCHEDULE A**  
**INTELLECTUAL PROPERTY**

**1. TRADEMARKS**

**UNREGISTERED ("COMMON LAW") TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>DATE OF FIRST USE/ FIRST USE IN COMMERCE</b>	<b>GOODS AND SERVICES</b>

MARK	COUNTRY	DATE OF FIRST USE/ FIRST USE IN COMMERCE	GOODS AND SERVICES
			support related to software;

MARK	COUNTRY	DATE OF FIRST USE/ FIRST USE IN COMMERCE	GOODS AND SERVICES

**PENDING TRADEMARK APPLICATIONS**

MARK	COUNTRY	SERIAL NUMBER	INTERNATIONAL CLASSIFICATION	FILING DATE
DAMEWARE <sup>1</sup>	U.S.	85493471	9, 42	12/12/2011

**2. COPYRIGHTS**

**UNREGISTERED COPYRIGHTS**

SHORT TITLE OF WORK	TYPE OF WORK	COUNTRY	PUBLICATION DATE

<sup>1</sup> "DameWare" is in the process of being registered, trademark/service mark Application Serial No. 85493471 was filed with the United States Patent and Trademark Office on December 12, 2011.