## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Viridity Software, Inc.		12/15/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	American Power Conversion Corporation	
Street Address:	132 Fairgrounds Road	
City:	West Kingston	
State/Country:	RHODE ISLAND	
Postal Code:	02892	
Entity Type:	CORPORATION: MASSACHUSETTS	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4051284	VIRIDITY

### **CORRESPONDENCE DATA**

Fax Number: (312)527-0484 Phone: (312) 840-7860 Email: CHGOIP@jenner.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Mariann R. Murphy Address Line 1: 353 N. Clark Street Address Line 2: Jenner & Block LLP

Address Line 4: Chicago, ILLINOIS 60654-3456

50139-10080	
Mariann R. Murphy	
/Mariann R. Murphy/	

REEL: 004684 FRAME: 0357

**TRADEMARK** 

Date:	12/21/2011
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#### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Trademark Assignment</u>") is entered into as of December 15, 2011 by and between Viridity Software, Inc., a Delaware corporation ("<u>Assignor</u>"), and American Power Conversion Corporation, a Massachusetts corporation ("<u>Assignee</u>"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated as of December 15, 2011, by and between Assignor and Assignee (the "<u>Asset Purchase Agreement</u>").

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, effective as of the date hereof, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all of Assignor's right, title, and interest in and to the trademark registrations listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with all of the goodwill associated with the foregoing and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.

In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement. This Trademark Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement.

\* \* \*

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

	AMERICAN POWER CONVERSION CORPORATION
	Name: Peter Wexler. Title: Vice President & Secretary
	VIRIDITY SOFTWARE, INC.
	By:
STATE OF	) ) SS.
COUNTY OF	)
	of 2011, there appeared before me ly known to me, who acknowledged that he/she signed the foregoing pluntary act and deed on behalf and with full authority of Assignor.
Signature	(Seal) My commission expires
STATE OF Rhode Island	)
STATE OF Rhode Island COUNTY OF Washington	) SS. )
retur Wexter, personal	of <u>Detember</u> 2011, there appeared before me ly known to me, who acknowledged that he/she signed the foregoing pluntary act and deed on behalf and with full authority of Assignee.
WITNESS my hand and offic	cial seal.
Signature My Mui	(Seal) My commission expires 9/20/2014  ATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

# AMERICAN POWER CONVERSION CORPORATION

	Ву:	
	Nam	
	Title	
	VIRIDITY	SOFTWARE, INC.
		,
	_	
	- 0	e:Christopher Pocca VP Engineering
	By: Nom	2001 = 1 1 2
	ıvaııı Title	Christopher Rucca
	TILL	· VP Engineering
STATE OF Massachusetts	)	0
	) SS.	
COUNTY OF Middlesex	)	
On the 15th 1	c Desc	han our d
On this 15th day	of Decem	
Trademark Assignment as his/hor ve	ly known to n	ne, who acknowledged that @/she signed the foregoing
Hademark Assignment as morner vo	numary act ar	nd deed on behalf and with full authority of Assignor.
WITNESS my hand and offi	cial seal.	DIANE L. GIACOMOZZI
•	178	Notary Public Commonwealth of Massachusetts
		My Commission Expires
a. D. Jol.		August 20, 2015
Signature Line of	Seal)	My commission expires 8/20/2015
STATE OF	)	
	) SS.	
COUNTY OF	j	
	•	
On this day	of	2011, there appeared before me
, personal	y known to m	e, who acknowledged that he/she signed the foregoing
Trademark Assignment as his/her vo	luntary act an	d deed on behalf and with full authority of Assignee.
WITNESS my hand and offic	rial seal	
Walter and and only	Jan Soar.	
G* .		
Signature	(Seal)	My commission expires
GDSVF&H\1407310.1		
<b>ISIGN</b>	ATURE PAGE TO'	Trademark Assignment]

# **SCHEDULE A**

TRADEMARK REGISTRATIONS			
Country	Reg. Number	Reg. Date	Mark
U.S.A.	4,051,284	11/08/2011	Viridity
Japan	1046158	7/29/2011	Viridity

A - 1

**RECORDED: 12/21/2011**