

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viridity Software, Inc.		12/15/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Power Conversion Corporation		
<b>Street Address:</b>	132 Fairgrounds Road		
<b>City:</b>	West Kingston		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02892		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4051284	VIRIDITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)527-0484		
<b>Phone:</b>	(312) 840-7860		
<b>Email:</b>	CHGOIP@jenner.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>	Mariann R. Murphy		
<b>Address Line 1:</b>	353 N. Clark Street		
<b>Address Line 2:</b>	Jenner & Block LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654-3456		
<b>ATTORNEY DOCKET NUMBER:</b>	50139-10080		
<b>NAME OF SUBMITTER:</b>	Mariann R. Murphy		
<b>Signature:</b>	/Mariann R. Murphy/		

CH \$40.00 4051284

Date:

12/21/2011

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is entered into as of December 15, 2011 by and between Viridity Software, Inc., a Delaware corporation ("Assignor"), and American Power Conversion Corporation, a Massachusetts corporation ("Assignee"). 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 "Asset Purchase Agreement").

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]*





**SCHEDULE A**

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