

## 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
vKernel Corporation		11/10/2011	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Serial Number:	85543711	VKERNEL	
Registration Number:	3972813	VKERNEL	
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650 843 5096		
Email:	rsingh@cooley.com		
Correspondent Name:	Anne H. Peck		
Address Line 1:	777 6th Street NW, Suite 1100		
Address Line 2:	Cooley LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	301863-209		
NAME OF SUBMITTER:	Anne H. Peck, Attorney of Record		
Signature:	/anne h. peck/		

TRADEMARK

Date:

06/11/2012

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is made by and between vKernel Corporation., a Delaware corporation ("*Assignor*"), and Quest Software, Inc., a Delaware corporation ("*Assignee*").

Assignor and Assignee are parties to that certain Agreement and Plan of Merger, dated as of and effective on November 10, 2011 (the "*Merger Agreement*"), pursuant to which Assignor became a wholly owned subsidiary of Assignee.

Assignee desires to acquire all of Assignor's right, title, associated and accumulated goodwill, and interest in and to the Company IP pursuant to the Merger Agreement, including but not limited to the 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 Merger 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 Company IP, as well as the goodwill of the business appertaining to said Company IP. Assignor acknowledges and agrees that the foregoing assignment and conveyance of the Company IP 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 Company IP to Assignee described in Section 2 herein.

4. **Miscellaneous.** This Assignment: (i) shall be governed by the internal laws of the State of California, without reference to its conflict of law principles; (ii) together with the Merger 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

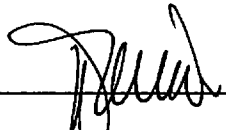
pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such action.

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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 Merger Agreement.

**ASSIGNOR:**

**vKERNEL**

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

Name: David P. Cramer

Title: VP, General Counsel & Secretary

**ASSIGNEE:**

**QUEST SOFTWARE, INC.**

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

Name: Scott Davidson

Title: Senior VP and Chief Financial Officer

## **Exhibit A**

### **Pending & Provisional Patents, Pending & Registered Trademarks**

#### **List of Patent Applications Pending:**

<b>Number</b>	<b>Title</b>	<b>Country</b>
12/249,822	Method, System, and Apparatus for Calculating Chargeback for Virtualized Computing Resources	USA
12/395,524	Method, System, and Apparatus for Managing, Modeling, Predicting, Allocating, and Utilizing Resources and Bottlenecks in a Computer Network	USA
13/366,166	Systems and Method s for Real-Time Monitoring of Virtual Environments	USA
12/400,559	Unified Management Platform in a Computer Network	USA

#### **List of Provisional Patent Applications:**

61/487,629	Systems and Method for Reserving Capacity for Future Virtual Machine Deployments	USA
61/439,703	Systems and Method s for Real-Time Monitoring of Virtual Environments	USA
61/527,952	Systems and Methods for Normalized Performance Indexing	USA

#### **List of Registered Trademarks:**

<b>Registration Number</b>	<b>Title</b>	<b>Registration Date</b>	<b>Country</b>
3972813	vKernel logo	June 7, 2011	USA

#### **List of Pending Trademarks:**

<b>Serial Number</b>	<b>Title</b>	<b>Filing Date</b>	<b>Country</b>
85543711	vKernel	Feb 16, 2012	USA