

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
BITKOO, LLC		12/16/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
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:	3386095	SECUREWITHIN	
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/		

CH \$40.00 3386095

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 BiTKOO, LLC, a limited liability company organized in California ("*Assignor*"), and Quest Software, Inc., a Delaware corporation ("*Assignee*").

Assignor and Assignee are parties to that certain Membership Interests Purchase Agreement, dated and effective as of December 16, 2011 (the "*Purchase 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 Purchase 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 Purchase 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 Purchase 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 Purchase Agreement.

ASSIGNOR:

BITKOO, LLC

By:  _____

Name: David P. Cramer

Title: Manager

ASSIGNEE:

QUEST SOFTWARE, INC.

By:  _____

Name: Scott Davidson

Title: Senior VP and Chief Financial Officer

Exhibit A**Pending Patents & Registered Trademark****List of Patent Applications Pending:**

Number	Title	File Date	Country
11/738,952	Federated Authorization For Distributed Computing	Oct 23, 2008	USA
11/625,514	Providing A Generic Gateway For Accessing Protected Resources	Jul 24, 2008	USA

List of Trademarks:

Registration Number	Title	Registration Date	Country
3386095	SecureWithin	Feb 19, 2008	USA