

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KITENGA, INC.		09/25/2012	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	
Registration Number:	2982024	KITENGA	
Serial Number:	85727618	KITENGA	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	047361-0013		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		
Date:	09/27/2012		

TRADEMARK

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of September 25, 2012, (the “**Effective Date**”) by and between Kitenga, Inc., a Delaware corporation, (“**Assignor**”) and Quest Software, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor owns and has been using in commerce the trademarks identified in Schedule A, attached hereto and incorporated herein by this reference (the “**Trademarks**”);

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated September 25, 2012, by and among Assignor, Assignee and certain other parties thereto (the “**Purchase Agreement**”), Assignor has agreed to assign to Assignee, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement, the Trademarks.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and sells to Assignee all of Assignor’s right, title, and interest in and to the Trademarks and any federal or state registrations or applications for registration related thereto, and all common law rights and goodwill associated therewith, together with all rights to sue for past, present or future infringement or other violation and to collect all past, present and future damages related thereto.

Assignor further agrees to cease all use of the Trademarks as trademarks, service marks, domain names, trade names, company names or otherwise, as of the Effective Date.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of any applications for registration of the Trademarks; (b) execute, verify, acknowledge and deliver all such further assurances, documents and instruments, including trademark applications and instruments of transfer; and (c) perform such other acts as Assignee may reasonably request to obtain, maintain, protect or enforce the Trademarks.

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR

Kitenga, Inc.,

a Delaware corporation

By: 

Name:

Title:

ASSIGNEE

Quest Software, Inc.,

a Delaware corporation

By: _____

Name: David P. Cramer

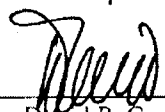
Title: Vice President, General Counsel & Secretary

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR
Kitenga, Inc.,
a Delaware corporation

By: _____
Name:
Title:


ASSIGNEE
Quest Software, Inc.,
a Delaware corporation

By:  _____
Name: David P. Cramer
Title: Vice President, General Counsel & Secretary

Signature Page to Trademark Assignment

Schedule A

Trademarks

Mark	Int'l Classes	Application Number	Filing Date	Registration Number	Registration Date	Owner
 Kitenga	42	78318940	27 Oct 2003	2982024	2 Aug 2005	Kitenga, Inc. (transferred by Mark Davis to Kitenga, Inc. on 9/21/12)
KITENGA	9, 35	85727618	12 Sep 2012	--	--	Kitenga, Inc. (transferred by Mark Davis to Kitenga, Inc. on 9/21/12)
Zettavox	Common law trademark					Kitenga, Inc.
Zettasearch	Common law trademark					Kitenga, Inc.
Reinventing Information	Common law trademark					Kitenga, Inc.