

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SQL Sentry, Inc.		06/10/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SQL Sentry, LLC		
Street Address:	8936 NorthPointe Executive Park Drive, Suite 200		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2920880	SQL SENTRY	
Registration Number:	3525229	SQL SENTRY PERFORMANCE ADVISOR	
Registration Number:	3401597	SQL SENTRY EVENT MANAGER	
Registration Number:	3664705	QUICK TRACE	
Registration Number:	2797885	INTERCERVE	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Aaron D. Hendelman		
Address Line 1:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 2:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	32590.013/CZ2		
NAME OF SUBMITTER:	Aaron D. Hendelman		
SIGNATURE:	/Aaron D. Hendelman/		
DATE SIGNED:	06/10/2015		

CH \$140.00 2920880

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This *Trademark Assignment Agreement* (the "**Agreement**"), is made and entered into as of June 10, 2015 (the "**Effective Date**"), by and among SQL Sentry, Inc., a North Carolina corporation ("**Assignor**"), and SQL Sentry, LLC an Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Exchange Agreement (the "**Agreement**") made and entered into as of June 10, 2015, pursuant to which Assignor has agreed to contribute, convey, transfer, assign, and deliver to Assignee, all of the right, title, and interest in and to all of the assets of Assignor wherever located; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to transfer and sell, and Assignee has agreed to purchase all of Assignor's right, title and interest throughout the world in and to the trademark registrations and applications identified on Schedule 1 attached hereto and incorporated herein by this reference, and the goodwill of the business symbolized by the trademarks and registrations or applications therefor (collectively, the "**Trademark Rights**").

NOW, THEREFORE, for One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with and subject to the Agreement, Assignor hereby irrevocably sells, transfers, conveys, and assigns to Assignee and Assignee's successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, together with any claims, demands, rights of recovery, and causes of action for the past infringement of any of the Trademarks.

Assignor also hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and similar officers of states and of foreign countries to issue patents, other evidence, and forms of intellectual property protection or applications to Assignee and its successors and assigns in accordance with the terms of this Trademark Assignment Agreement.

Assignor will, at the reasonable request and expense of Assignee, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Trademarks.


The terms and conditions of this Trademark Assignment Agreement shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

[Signatures follow on a new page.]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

"ASSIGNOR"

SQL Sentry, Inc.
a North Carolina corporation

By: 
Name: Greg Gonzalez
Title: President and CEO

ACKNOWLEDGMENT

State of North Carolina)

County of Mecklenburg ss:

On this 9th day of June 2015, before me, the undersigned, personally appeared Greg Gonzalez personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:  (Seal)
Notary Public

MELISSA C LUNDSTEDT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
May 18, 2019

(Signature Page to Trademark Assignment Agreement)

SCHEDULE 1
TO
TRADEMARK ASSIGNMENT AGREEMENT

Registered Mark	Trademark Registration No.	Registration Status	Registration Date	Registrant	Jurisdiction
SQL Sentry	2,920,880	Issued	January 25, 2005	SQL Sentry, Inc.	U.S.
SQL Sentry Performance Advisor	3,525,229	Issued	October 28, 2008	SQL Sentry, Inc.	U.S.
SQL Sentry Event Manager	3,401,597	Issued	March 25, 2008	SQL Sentry, Inc.	U.S.
Quick Trace	3,664,705	Issued	August 4, 2009	SQL Sentry, Inc.	U.S.
InterCerve	2,797,885	Issued	December 23, 2003	SQL Sentry, Inc.	U.S.