

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367439

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900347375		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GNS3 Technologies Inc.		10/21/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Galaxy Technologies, LLC		
<b>Street Address:</b>	7171 Southwest Parkway, Building 400		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78735		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86627160	GNS3 ACADEMY	
<b>Serial Number:</b>	86627183	GNS3 JUNGLE	
<b>Serial Number:</b>	86627194		
<b>Registration Number:</b>	4559529	GNS3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5126829301		
<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>			
<b>Phone:</b>	866.530.8100		
<b>Email:</b>	trademarks@solarwinds.com		
<b>Correspondent Name:</b>	Jennifer Zador		
<b>Address Line 1:</b>	7171 Southwest Parkway, Building 400		
<b>Address Line 4:</b>	Austin, TEXAS 78735		
<b>ATTORNEY DOCKET NUMBER:</b>	GALAXY TECHNOLOGIES LLC		
<b>NAME OF SUBMITTER:</b>	Jennifer Zador		
<b>SIGNATURE:</b>	/Jennifer Zador/		
<b>DATE SIGNED:</b>	12/30/2015		
<b>Total Attachments: 6</b>			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of October 21, 2015 (the “**Effective Date**”) by and between GNS3 Technologies Inc., a corporation incorporated under the Business Corporations Act (Alberta) (“**Assignor**”), and Galaxy Technologies, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated October 21, 2015, between Assignor, certain shareholders of Assignor and Assignee, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to and under (i) the trademarks listed on Schedule A hereto, (ii) any and all related rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing, the goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing ((i)-(iv) above, the “**Assigned Trademarks**”), (v) all rights to prosecute and maintain any of the foregoing, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys’ fees and expenses) or lost profits in connection therewith.
2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.
3. Information and Assistance.

3.1 Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

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3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule.


[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

GNS3 TECHNOLOGIES INC.

By:   
Name: Mark Blackwell  
Title: chief operating officer

Acknowledged and Accepted:

ASSIGNEE:

GALAXY TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name:  
Title:

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[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

GNS3 TECHNOLOGIES INC.

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

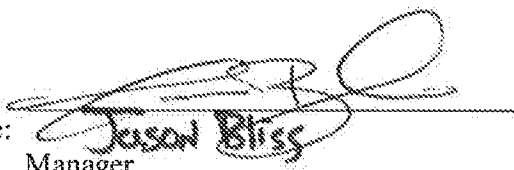
Name:

Title:

Acknowledged and Accepted:

ASSIGNEE:

GALAXY TECHNOLOGIES, LLC

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

Name:

Title: Manager

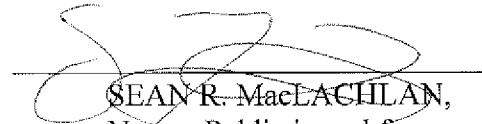
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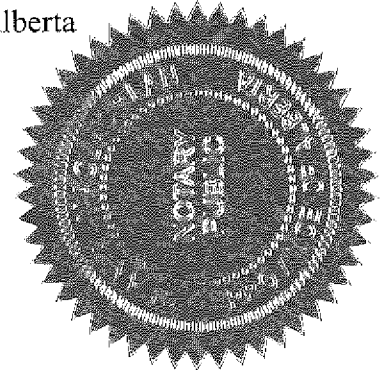
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**NOTARIAL CERTIFICATE**

CANADA )  
PROVINCE OF ALBERTA )

I, SEAN R. MacLACHLAN , the undersigned Notary Public, do hereby certify that MARK BLACKWELL, as Chief Operating Officer of GNS3 Technologies Inc., a corporation incorporated under the laws of the Province of Alberta, who signed the foregoing Trademark Assignment document, was authorized on the 21<sup>st</sup> day of October, 2015, to execute the foregoing Trademark Assignment document on behalf of GNS3 Technologies Inc., and to me acknowledged that he did sign the said document.

  
SEAN R. MacLACHLAN,  
Notary Public in and for  
the Province of Alberta



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**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<u>Registered Name</u>	<u>Reg. No</u>	<u>Registration Date</u>	<u>Documentation</u>
<b>GNS3</b>	4,559,529	July 1st, 2014	Trademark Certificate – GNS3

<u>Filed Name</u>	<u>Serial Number</u>	<u>File Date</u>	<u>Documentation</u>
<b>GNS3 Academy</b>	86627160	05/12/2015	Trademark Filing Receipt: BAS-86627160
<b>GNS3 Jungle</b>	86627183	05/12/2015	Trademark Filing Receipt: BAS-86627183
<b>GNS3 Mark (Logo)</b>	86627194	05/12/2015	Trademark Filing Receipt: BAS-86627194

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