

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AppNeta, Inc.		09/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Librato, Inc.		
Street Address:	535 Mission Street, Suite 2100		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4250141	TRACELYTICS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	866.530.8100		
Email:	trademarks@solarwinds.com		
Correspondent Name:	Jennifer Zador		
Address Line 1:	7171 Southwest Parkway, Building 400		
Address Line 4:	Austin, TEXAS 78735		
NAME OF SUBMITTER:	Jennifer A. Zador		
SIGNATURE:	/Jennifer A. Zador/		
DATE SIGNED:	05/22/2017		
Total Attachments: 5			
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OP \$40.00 4250141

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into as of September 1, 2016, by and among AppNeta, Inc., a Delaware corporation (the "Seller") and Librato, Inc., a Delaware corporation (the "Buyer"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Buyer all right, title and interest in, to and under the Purchased Assets, and Buyer has agreed to purchase and acquire all right, title and interest in, to and under the Purchased Assets from Seller, upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, Buyer and Seller desire to carry out the intent and purpose of the Purchase Agreement by execution and delivery of this Bill of Sale, subject to the provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets. Seller, by this Bill of Sale, does hereby sell, transfer, convey, assign and deliver to Buyer all of the Purchased Assets, to have and to hold, to and for its and their proper use and benefit, forever, free and clear of all Liens. Notwithstanding anything herein to the contrary, this Bill of Sale shall not be deemed a sale, transfer, conveyance, assignment or delivery of any Excluded Assets.

2. Acceptance. Buyer, by this Bill of Sale, does hereby accept the foregoing sale, transfer, conveyance, assignment and delivery of the Purchased Assets.

3. Further Assurances. Seller hereby covenants with Buyer that, from time to time after the date hereof, without further consideration, Seller will, and will cause its affiliates to, execute, acknowledge and deliver all further conveyances, notices, assumptions and other instruments, and will take such further actions as may be necessary or appropriate to assure fully to Buyer all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under the Purchase Agreement and to place Buyer in actual possession and operating control thereof and to otherwise make effective the transactions contemplated by the Purchase Agreement.

4. Attorney-in-Fact. Seller, on its own behalf and on behalf of its successors and assigns, hereby appoints Buyer as attorney-in-fact for Seller, hereby granting to Buyer full power and authority, in Seller's name and in place of Seller, to (a) demand and receive the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, (b) perform all acts necessary or deemed advisable by Buyer, subject to and in accordance with the Purchase Agreement, to effect the sale, conveyance, assignment, transfer and delivery of the Purchased Assets, and any and all of them to Buyer and its successors and permitted assigns, (c) endorse Seller's name on any payment, instrument, notice or other similar document or agreement relating to the Purchased Assets for the period commencing with the date hereof that may come into the possession of Buyer or under the control of

Buyer with respect to the Purchased Assets and (d) collect any moneys which become due and payable at any time on or after the date hereof under any of the Purchased Assets. Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable and, accordingly, may not be revoked by Seller in any manner or for any reason whatsoever.

5. Conflicts with Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Bill of Sale and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

6. Severability. In the event that any provision of this Bill of Sale, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, (a) the remainder of this Bill of Sale, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law so long as the economic or legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any party and (b) the parties hereto shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

7. Headings. The headings contained in this Bill of Sale are for convenience of reference only, shall not be deemed to be a part of this Bill of Sale and shall not be referred to in connection with the construction or interpretation of this Bill of Sale.

8. Notices. Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto in accordance with the Purchase Agreement.

9. Successors and Assigns; Parties in Interest.

(a) This Bill of Sale shall be binding upon Seller, Buyer and their respective successors and assigns, if any. This Bill of Sale shall inure to the benefit of Seller, Buyer and their respective successors and assigns, if any.

(b) Buyer may freely assign any or all of its rights or delegate any of its obligations under this Bill of Sale, in whole or in part, to any other Person without obtaining the consent or approval of any other Person; provided that any such assignment shall not relieve Buyer of any obligations hereunder.

(c) None of the provisions of this Bill of Sale is intended to provide any rights or remedies to any Person other than the parties to this Bill of Sale (and their respective successors and permitted assigns, if any).

10. Governing Law. This Bill of Sale shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

11. Counterparts and Exchanges by Facsimile or Electronic Delivery. This Bill of Sale may be executed in several counterparts, each of which shall constitute an original and all of which,

when taken together, shall constitute one agreement. The exchange of a fully executed Bill of Sale (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Bill of Sale.

12. Entire Agreement. This Bill of Sale and the Purchase Agreement set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof or thereof.

13. Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Bill of Sale, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Bill of Sale, shall operate as a waiver of such power, right, privilege or remedy, and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Bill of Sale, or any power, right, privilege or remedy under this Bill of Sale, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

14. Amendments. This Bill of Sale may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the parties hereto.

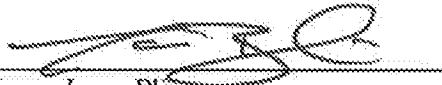
15. No Tax Advice. Each party hereto acknowledges and agrees that it has not received and is not relying upon Tax advice from any other party hereto, and that it has and will continue to consult its own advisors with respect to Taxes.

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IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed and delivered as of the date first set forth above.

BUYER

Librato, Inc.

By: 
Name: Jason Bliss
Title: Secretary

SELLER

AppNeta, Inc.

By: _____
Name: Matt Stevens
Title: Chief Executive Office and President

Signature Page to Bill of Sale

TRADEMARK
REEL: 006065 FRAME: 0582

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Title: Chief Executive Officer