

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Software Inc.		07/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TIBCO Software Inc.		
Street Address:	3303 Hillview Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4561641	PROCESS TREE VIEWER	
Registration Number:	4567439	PROCESS DATA EXPLORER	
Registration Number:	4216860	PREDICTIVE CLAIMS FLOW	
Registration Number:	4149030	PREDICTIVE CLAIMS FLOW	
Registration Number:	4268349	MAKING THE WORLD MORE PRODUCTIVE	
Registration Number:	4005255	LIVE SCORE	
Registration Number:	4271257	ELECTRONIC STATISTICS TEXTBOOK	
Registration Number:	4162661	DECISIONING PLATFORM	
Registration Number:	4439369	DATA HEALTH CHECK	
Registration Number:	4213291	BETTER DECISIONING	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	6508395198		
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa Greenwald-Swire		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55402		

CH \$265.00 4561641

ATTORNEY DOCKET NUMBER:	162310001002
NAME OF SUBMITTER:	Lisa Greenwald-Swire
SIGNATURE:	/Lisa Greenwald-Swire/
DATE SIGNED:	09/21/2017
Total Attachments: 3 source=Quest Software Inc. Trademark Rights Assignment (signed)#page1.tif source=Quest Software Inc. Trademark Rights Assignment (signed)#page2.tif source=Quest Software Inc. Trademark Rights Assignment (signed)#page3.tif	

TRADEMARK RIGHTS ASSIGNMENT

THIS TRADEMARK RIGHTS ASSIGNMENT (this "Assignment") is made and entered into as of July 31, 2017 ("Effective Date") by and between QUEST SOFTWARE INC., a Delaware corporation ("Assignor"), and TIBCO SOFTWARE INC., a Delaware corporation ("Purchaser") (Assignor and Purchaser, each a "Party," and collectively, the "Parties").

WHEREAS, Purchaser and Assignor have entered into that certain Asset Purchase Agreement, dated May 14, 2017 (the "Purchase Agreement").

WHEREAS, in accordance with, and subject to, the terms and conditions of the Purchase Agreement, the Parties wish to execute this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Purchaser all of Assignor's right, title and interest in and to the Assigned Trademark Rights (as defined in Schedule 1 to this Assignment).

2. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office or other applicable trademark office to record this Assignment. Purchaser agrees that it is Purchaser's responsibility to record this Assignment.

3. Exclusion of Warranties. EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNED TRADEMARKS ARE ASSIGNED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.


4. Further Assurances. From time to time following the Effective Date, at the sole expense of Purchaser, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Purchaser reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Assignment.

5. Entire Agreement. This Assignment, together with the Purchase Agreement, contains the entire agreement among the Parties with respect to the subject matters hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (.pdf) signature, and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

QUEST SOFTWARE INC.

By: 

Name: Bradley O. Haque

Title: Secretary

TIBCO SOFTWARE INC.

By: 

Name: Alexander E. Kolar

Title: VP, Legal Affairs



**SCHEDULE 1
TO
TRADEMARK RIGHTS ASSIGNMENT**

“Assigned Trademark Rights” means all of Assignor’s right, title and interest, as of the Effective Date, in and to the following trademarks and trademark registrations, and all of the goodwill associated with any of the foregoing, and all rights to file for and maintain registrations therefor, and all rights of action accrued, accruing and to accrue under any of the foregoing, and all right to sue or otherwise recover for past, present and future infringement or dilution of any of the foregoing and to receive all damages, payments, costs, and fees associated therewith:

<i>Mark</i>	<i>Country</i>	<i>Application Date</i>	<i>Application Number</i>	<i>Registration Number</i>
STATISTICA	China	7-Apr-10	8183568	8183568
STATISTICA	France	25-Oct-07	3533916	3533916
STATISTICA	Japan	28-Jun-94	H06-064130	3335541
STATISTICA	Taiwan	26-Mar-10	99013510	1434710
STATSOFT IBERICA	Portugal	5-Sep-08	437770	437770
STATSOFT (Roman & Katakana)	Japan	6-Feb-97	H09-011018	4199353
STATSOFT	Brazil	16-Jul-14	907979688	-
PROCESS TREE VIEWER	United States of America	18-Nov-13	86/121655	4561641
PROCESS DATA EXPLORER	United States of America	18-Nov-13	86/121626	4567439
PREDICTIVE CLAIMS FLOW	United States of America	30-Dec-11	85/506512	4216860
PREDICTIVE CLAIMS FLOW	United States of America	3-Jun-11	85/337852	4149030
MAKING THE WORLD PRODUCTIVE	United States of America	23-Jul-12	85/684529	4268349
LIVE SCORE	United States of America	2-Aug-11	85/150002	4005255
ELECTRONIC STATISTICS TEXTBOOK	United States of America	27-Apr-12	85/610324	4271257
DECISIONING PLATFORM	United States of America	30-Dec-11	85/506483	4162661
DATA SCIENCE	United States of America	26-Jun-14	907884199	-
DATA HEALTH CHECK	United States of America	29-Mar-13	85/890177	4439369
BETTER DECISIONING	United States of America	25-Sep-12	85/526842	4213291