

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551718

| | | | |
|---|---|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rhino Software, Inc. | | 08/29/2019 | Corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | SolarWinds Worldwide, LLC | | |
| Street Address: | 7171 Southwest Parkway, Building 400 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78735 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2947078 | ALLEGROSURF | |
| Registration Number: | 2389730 | FTP VOYAGER | |
| Registration Number: | 4264035 | RHINOSOFT | |
| Registration Number: | 3422474 | SERV-U | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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: | 8665308100 | | |
| 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 Zador | | |
| SIGNATURE: | /Jennifer Zador/ | | |
| DATE SIGNED: | 12/03/2019 | | |
| Total Attachments: 4 | | | |
| source=Rhino Software IP Assignment#page1.tif | | | |
| source=Rhino Software IP Assignment#page2.tif | | | |
| source=Rhino Software IP Assignment#page3.tif | | | |

OP \$115.00 2947078

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is effective as of August 29, 2019 (the "Effective Date"), by and between Rhino Software, Inc., a Wisconsin corporation ("Assignor") and SolarWinds Worldwide, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee are parties to that certain Agreement and Plan of Merger and Reorganization, dated as of December 14, 2012 (the "Merger Agreement"), pursuant to which Assignee has purchased from Assignor, and Assignor has transferred and assigned to Assignee, the Assets (as defined in the Merger Agreement), including the specific trademarks, copyrights, patents, and domain names (hereafter referred to collectively as "Intellectual Property"), listed on **Schedule A**, which is attached hereto, together with the goodwill associated therewith;

WHEREAS Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor's assignment of its rights pursuant to the Merger Agreement;

NOW, THEREFORE, for good and valuable consideration already provided, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:


1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Intellectual Property worldwide, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Assignor agrees to take all actions reasonably requested by Assignee to convey the Intellectual Property from Assignor to Assignee.

IN WITNESS WHEREOF, Assignor caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

SOLARWINDS WORLDWIDE, LLC

RHINO SOFTWARE, INC.

By: 
Name: J. Barton Kalsu
Title: EVP, CFO and Treasurer

By: _____
Name: Jason Bliss
Title: Director and Secretary

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SOLARWINDS WORLDWIDE, LLC

RHINO SOFTWARE, INC.

By: _____

Name: J. Barton Kalsu

Title: EVP, CFO and Treasurer

By:  _____

Name: Jason Bliss

Title: Director and Secretary

TRADEMARK

REEL: 006807 FRAME: 0808

SCHEDULE A

TRADEMARKS:

| Mark | Country | Registration No. Registration Date | Application No. Application Date | Status |
|-------------|---------|---------------------------------------|-------------------------------------|------------|
| ALLEGROSURF | U.S. | 2,947,078 05/10/2005 | 76/033,727 04/19/2000 | Expired |
| FTP VOYAGER | U.S. | 2,389,730 09/26/2000 | 75/781,801 08/23/1999 | Registered |
| RHINOSOFT | U.S. | 4,264,035 12/25/2012 | 85/616,978 05/04/2012 | Expired |
| SERV-U | U.S. | 3,422,474 05/06/2008 | 77/263,152 08/23/2007 | Registered |

COPYRIGHTS:

| Title | Country | Registration No. | Registration Date |
|-------------------------------------|---------|------------------|-------------------|
| Serv-U Computer Software Version 5 | U.S. | TX0007614173 | 10/19/2012 |
| Serv-U Computer Software Version 6 | U.S. | TX0007558280 | 06/27/2012 |
| Serv-U Computer Software Version 7 | U.S. | TX0007557425 | 06/27/2012 |
| Serv-U Computer Software Version 8 | U.S. | TX0007614169 | 10/19/2012 |
| Serv-U Computer Software Version 9 | U.S. | TX0007614557 | 10/19/2012 |
| Serv-U Computer Software Version 10 | U.S. | TX0007614566 | 10/19/2012 |
| Serv-U Computer Software Version 11 | U.S. | TX0007614560 | 10/19/2012 |
| Serv-U Computer Software Version 12 | U.S. | TX0007614564 | 10/19/2012 |

SCHEDULE A (Continued)

REGISTERED DOMAIN NAMES:

| Domain |
|-----------------|
| ftpexplorer.com |
| allegrosurf.com |
| dns4me.com |
| serv-u.com |
| rhinosoft.com |
| ftpvoyager.com |