

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM682164

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900642961		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Erwin, Inc.		07/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quest Software Inc.		
<b>Street Address:</b>	4 Polaris Way		
<b>City:</b>	Aliso Vejo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92656		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1833727	ERWIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2066237022		
<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>	206.370.7605		
<b>Email:</b>	setrademarks@klgates.com		
<b>Correspondent Name:</b>	Pam Kohli Jacobson		
<b>Address Line 1:</b>	925 Fourth Avenue, Suite 2900		
<b>Address Line 2:</b>	K&L Gates LLP		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	2070870.00929		
<b>NAME OF SUBMITTER:</b>	Pam Kohli Jacobson		
<b>SIGNATURE:</b>	/Pam Kohli Jacobson/		
<b>DATE SIGNED:</b>	10/19/2021		
<b>Total Attachments: 4</b>			
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source=ERWIN-QUEST Trademark Assignment Agreement (executed)#page3.tif			



## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Assignment") is made and entered into as of July 30, 2021 (the "Effective Date") by and between ERWIN, INC., a Delaware Corporation having an address at 225 Broadhollow Road, Suite 304, Melville, NY 11747 ("Assignor") and QUEST SOFTWARE INC., a Delaware corporation having an address at 4 Polaris Way, Aliso Vejo, California 92656 ("Assignee").

### **RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain agreement entered into on December 30, 2020 (the "Purchase Agreement"), whereby Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor various assets, including without limitation the trademarks set forth on Schedule A attached hereto (the "Assigned Marks");

**WHEREAS**, Assignor covenants, warrants, and represents that the Assigned Marks are free and clear of liens, encumbrances, licenses, or legal claims of any nature contesting the ownership, or use, of the Assigned Marks; and

**WHEREAS**, the Purchase Agreement contemplates execution of this Assignment, and Assignor has agreed to assign to Assignee the entire right, title and interest in and to the Assigned Marks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of mutual covenants and agreements set forth below, amounts specified in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee as of Effective Date: (a) all right, title and interest in and to the Assigned Marks, including all common law rights and trademark registrations for the Assigned Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving exclusively from any of the foregoing, all claims for damages by reason of past, present and future infringements and misappropriations of any of the foregoing, the right to sue for and collect such damages and all goodwill symbolized by or associated exclusively with any of the foregoing as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), acts reasonably necessary to permit and assist Assignee to perfect title in the Assigned Marks.

### 3. GENERAL

3.1 Amendments and Waiver. This Assignment may be amended only by a written instrument executed by the parties or their respective successors or permitted assigns. The failure of any party hereto to enforce at any time any of the provisions of this Assignment shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Assignment shall be held to be a waiver of any other or subsequent breach or non-compliance.

3.2 Severability. If any provision of this Assignment (or any portion hereof) or the application of any such provision (or any portion thereof) or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof). Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated in this Assignment are fulfilled to the extent possible. Notwithstanding this Section, in the event that any restriction in this Assignment is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that the scope of such restriction may be judicially modified accordingly in any proceeding brought to enforce such restriction.

3.3 Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile signature or by other electronic means, such as portable document format (.pdf) file) and each counterpart shall be deemed to be an original.

3.4 Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.5 Entire Agreement. The Recitals set forth at the beginning of this Assignment are incorporated by reference and made a part of this Assignment. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between the parties with respect to the subject matter hereof and thereof, provided, however, that nothing herein shall be interpreted to modify the rights and obligations of the parties under the Purchase Agreement. To


the extent there is any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

**IN WITNESS THEREOF**, the parties have caused the Assignment to be executed by their duly authorized representatives who are authorized to bind the respective parties.

**ERWIN, INC.**

**QUEST SOFTWARE INC.**

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

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

Name: Bradley Haque

Name: Bradley Haque

Title: Director

Title: General Counsel

Date: July 30, 2021

Date: July 30, 2021

**SCHEDULE A**

**ASSIGNED MARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NO.</b>
ERWIN	Canada	473313
ERWIN	Benelux	579968
ERWIN	Switzerland	431591
ERWIN	France	95588432
ERWIN	United States	1833727
ERWIN	Italy	1202331
ERWIN	Japan	4001403
ERWIN	Australia	670316
ERWIN	Germany	39534482
ERWIN	Great Britain	2031317