

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dorian Software Creations, Inc.		12/31/2009	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	lpswitch, Inc.
Street Address:	10 Maguire Road
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78082152	DORIAN
Serial Number:	78107721	EVENT ALARM
Serial Number:	78024370	EVENT ANALYST
Serial Number:	78024057	EVENT ARCHIVER
Serial Number:	78461410	EVENT ROVER
Serial Number:	78545036	FORTRESS DESKTOP
Serial Number:	75755384	ULTRAADMIN

CORRESPONDENCE DATA

Fax Number: (781)314-0101
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 781-314-0110
 Email: sconlin@archstonelaw.com
 Correspondent Name: Stephen R. Conlin
 Address Line 1: 245 Winter Street
 Address Line 2: Suite 400

OP \$190.00 78082152

Address Line 4: Waltham, MASSACHUSETTS 02451-8709

NAME OF SUBMITTER:

Stephen R. Conlin

Signature:

/Stephen R. Conlin/

Date:

03/03/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made on December 31, 2009 by Dorian Software Creations, Inc., a Georgia corporation ("Seller") in favor of Ipswitch, Inc., a Massachusetts corporation ("Buyer"). Seller and Buyer are parties to an Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement") pursuant to which, among other things, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller substantially all of Seller's properties and assets. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Seller is the sole owner of and desires to transfer all right, title and interest in and to the trademarks set forth on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Buyer is desirous of acquiring all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, all of Seller's right, title, and interest in and to the Trademarks in the United States of America, its territories and possessions, and in all foreign countries, including all common law rights therein, all applications to register and registrations therefore and all renewals thereof, and any right, title and interest which Seller may have in corresponding trademarks of jurisdictions other than the United States, if any, together with the goodwill of the business symbolized by the Trademarks, together with the right to sue and recover damages for past, present or future infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto. Said assigned interest to be held and enjoyed by Buyer for its own use, and by its successors and assigns, as fully and entirely as the same would have been held by Seller had this Assignment not been made. Seller agrees to timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Buyer in and to the Trademarks, and will not enter into any agreement in conflict with this Assignment.

This Assignment is to be governed y and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws rules, to the extent applicable. Otherwise, this Assignment is to be governed by federal law.

Seller declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Signature page follows]

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be duly executed under seal as of and on the date first written above.

DORIAN SOFTWARE CREATIONS, INC.

By: Robert A. Milford, CEO
Robert A. Milford,
Chief Executive Officer

STATE OF GEORGIA

Fulton County, ss

December 31, 2009

On this the 31st day of December, 2009, before me, the undersigned Notary Public, personally appeared Robert A. Milford, Chief Executive Officer of Dorian Software Creations, Inc., proved to me through satisfactory evidence of identity, which was GA license, to be the person whose name was signed on the preceding or attached document in my presence, and who acknowledged to me that he signed it voluntarily for its stated purpose as Chief Executive Officer of Dorian Software Creations, Inc.

Julia A. Hanrahan
Signature of Notary Public

Julia A. Hanrahan
Printed Name of Notary Public

My Commission Expires: Jan 30, 2012

JULIA A. HANRAHAN
NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JAN. 30, 2012

Schedule A

<u>Mark</u>	<u>Status</u>	<u>Registration Number</u>
Dorian	Registered trademark	78082152
Event Alarm	Registered trademark	78107721
Event Analyst	Registered trademark	78024370
Event Archiver	Registered trademark	78024057
Event Rover	Registered trademark	78461410
Fortress Desktop	Registered trademark	78545036
UltraAdmin	Registered trademark	75755384
Gold Support Service	Unregistered trademark	
LogRefiner	Unregistered trademark	
Platinum Support Service	Unregistered Trademark	
Total Event Log Management Solution	Unregistered trademark	
Without the Bull	Unregistered trademark	

The omission of any right or other property from this Schedule A shall not create any inference that such right or other property (whether or not of the type described in this Schedule A) is not sold, transferred, conveyed, assigned or delivered to Buyer pursuant to the Purchase Agreement or any other instrument of sale, transfer, conveyance or assignment executed by Seller in favor of Buyer under or in connection with the Purchase Agreement.