## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Dorian Software Creations, Inc.	12/31/2009

### **RECEIVING PARTY DATA**

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

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7155514

# **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

Address Line 4: Waltham, MASSACHUSETTS 02451-8709

NAME OF SUBMITTER: Stephen R. Conlin

**Total Attachments: 3** 

source=Assignment of Patent 7155514#page1.tif source=Assignment of Patent 7155514#page2.tif source=Assignment of Patent 7155514#page3.tif OP \$40.00 7155

PATENT REEL: 024023 FRAME: 0028

#### PATENT ASSIGNMENT

This Patent 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 United States Patent set forth on Schedule A attached hereto (the "Patent"); and

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

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 Patent, international, national, or regional phase applications claiming priority therefrom, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, all inventions disclosed therein, all rights therein provided by international treaties and conventions, and any patents, utility models, invention registrations or any other form of legal protection issuing therefrom, and the right to sue and recover for 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 Patent, and will not enter into any agreement in conflict with this Assignment.

This Assignment is to be governed by 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.

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

[Signature page follows]

PATENT REEL: 024023 FRAME: 0029

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

DORIAN SOFTWARE CREATIONS, INC.

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 <u>GAUCENSE</u>, 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.

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

United States Patent 7,155,514

Date: December 26, 2006

Title: Apparatus for event log management

Abstract: An agent-free modular Event Log Management System for commanding and controlling system event logs. The Event Log Management System's modules function independently or in concert with other system modules. The system comprises four separate and distinct agent-free modules that command and control event archiving, event alarm and event analysis of data residing on server computers and/or databases within a given computer network and system configuration management. Any given module may, if desired, operationally function independent of the other three modules or the four modules may be combined and in concert form the agent-free modular Event Log Management System. When deployed as a system the modules reside on at least one data storage medium of the computer network wherein at least one computer of the network is generating event logs.

Inventors: Milford; Robert Andrew (Marietta, GA)

Assignee: Dorian Software Creations, Inc. (Atlanta, GA)

Appl. No.: 10/389,062

RECORDED: 03/03/2010

Filed: March 14, 2003

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.