

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John R. MacMillan	05/12/2010
RECEIVING PARTY DATA	
Name:	Quest Software, Inc.
Street Address:	5 Polaris Way
City:	Aliso Viejo
State/Country:	CALIFORNIA
Postal Code:	92656
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12605193
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9497600404
Email:	efiling@kmob.com
Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	QSOFT.325A
NAME OF SUBMITTER:	Scott Raevsky
Total Attachments: 3 source=Qsoft_Assignment#page1.tif source=Qsoft_Assignment#page2.tif source=Qsoft_Assignment#page3.tif	

OP \$40.00 12605193

ASSIGNMENT

WHEREAS, I, John R. MacMillan, a Canadian citizen residing at 1870 Bloor St. W., Toronto, ON M6P 3K7, Canada (hereinafter referred to as "ASSIGNOR"), have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to INSTRUMENTATION OF PROGRAM CODE FOR DYNAMIC ANALYSIS (hereinafter collectively referred to as the "Work"), for which ASSIGNOR has filed an application for Letters Patent in the United States, Application No. 12/605,193, filed on October 23, 2009 (hereinafter referred to as the "Application");

AND WHEREAS, Quest Software, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 5 Polaris Way, Aliso Viejo, CA, 92656, desires to acquire the entire right, title, and interest in and to said improvements and said Application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and any improvement made thereto including the Application and any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and any patent application(s) claiming priority thereto that have been or may hereafter be filed, such patent applications including divisions, continuations, continuations-in-part, reissues and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States; and do hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR represents and warrants that to the best of the ASSIGNOR'S knowledge that ASSIGNOR has not entered into any contract or made any commitments that will or may impair the rights assigned to ASSIGNEE in the Work or the Application.

ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of any related Letters Patent, before or after issuance.

ASSIGNOR DOES HEREBY release and forever discharge ASSIGNEE for any and all claims including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Work, whether or not known, suspected and unsuspected including any and all previous agreements entered into, which now exist or may have existed prior to the date of this Agreement.

ASSIGNOR DOES HEREBY covenant and agree to promptly provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon creation thereof.

ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent, copyright or other protectable rights for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Assignment or to assist or request any third party to contest the validity of this Assignment, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein. Also, no course of conduct or dealing by ASSIGNOR shall act as an amendment, modification or waiver of any provision of this Assignment unless specifically set forth in writing.

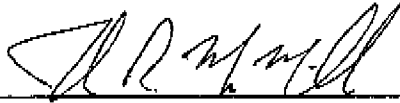
ASSIGNOR DOES HEREBY covenant and agree to compensate ASSIGNEE for any losses, costs, expenses, claims, damages or liabilities (including reasonable attorneys' fees) suffered by ASSIGNEE due to, related to, or caused by ASSIGNOR'S breach of any term, provision, condition, representation, or warranty of this Assignment.

AND ASSIGNOR DOES HEREBY acknowledge that the law firm of Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE not ASSIGNOR.


Application No.: 12/605,193
Filing Date: October 23, 2009

PATENT
Client Code: QSOFT.325A
Page 3 of 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12TH day of MAY, 2010.



John R. MacMillan

Witnessed by:  Date: May 12/10

8253776

