# DP \$320.00 6219719

#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
OpenService, Inc.	06/03/2010

#### **RECEIVING PARTY DATA**

Name:	NitroSecurity-Openservice, Inc.	
Street Address:	230 Commerce Way	
City:	Portsmouth	
State/Country:	NEW HAMPSHIRE	
Postal Code:	03801	

#### PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6219719
Patent Number:	6412026
Patent Number:	6684265
Patent Number:	5619656
Patent Number:	5862333
Patent Number:	5911048
Patent Number:	6101540
Patent Number:	6212581

#### **CORRESPONDENCE DATA**

Fax Number: (617)345-9020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (617) 345-9000
Email: tmdocket@haslaw.com
Correspondent Name: Andrea J. Mealey
Address Line 1: 28 State Street

Address Line 4: Boston, MASSACHUSETTS 02109-1775

PATENT

REEL: 024686 FRAME: 0202

NAME OF SUBMITTER:	Andrea J. Mealey
Total Attachments: 5 source=NitroSecurity Patent Assignment#pa	age2.tif age3.tif age4.tif

#### PATENT ASSIGNMENT

**PATENT ASSIGNMENT** made this 3<sup>rd</sup> day of June, 2010 (the "<u>Assignment</u>"), by OPENSERVICE, INC., a Delaware corporation (the "<u>Assignor</u>"), to NITROSECURITY-OPENSERVICE, INC., a Delaware corporation (the "<u>Assignee</u>").

WHEREAS, the Assignor is the owner of the patents and patent application set forth on <u>Schedule</u>  $\underline{A}$  attached hereto (the "<u>Patents</u>"), such Patents which are all of the Patents of Assignor, as set forth on Schedule 2.1(n) of the Purchase Agreement (as defined below);

WHEREAS, the Assignor and the Assignee have entered into an Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, assign and transfer to the Assignee, certain assets, including, but not limited to, all of the Assignor's right, title and interest in and to the Patents, and Assignee has agreed to accept such assignment;

WHEREAS, the Assignee is the successor to the Business of the Assignor for which the Patents will be used; and

**WHEREAS**, capitalized terms used herewith without definition shall have the meanings ascribed to them in the Purchase Agreement.

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

The Assignor does hereby sell, convey, transfer, assign and set over to the Assignee, its successors and assigns, and the Assignee does hereby accept and assume Assignor's full right, title, and interest, to the Patents set forth on the attached <u>Schedule A</u> and as set forth on Schedule 2.1(n) of the Purchase Agreement, including the right, in each case, to sue and collect damages for past, present and future infringement(s), together with the goodwill of the business related thereto.

The Assignor does hereby authorize the Assignee to record this Assignment and any other documents that may be necessary to effectuate this Assignment and provide notice of this Assignment with the United States Patent and Trademark Office.

The Assignor agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

The Assignor further agrees that the Assignor will, upon the Assignee's request, promptly execute and deliver to the Assignee or its legal representative any and all papers or instruments required to maintain, prosecute and/or register the Patents which may be necessary or desirable to carry out the purposes hereof.

[SIGNATURE PAGE TO FOLLOW]

866038.2

1

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be duly executed as of the date first written above.

ASSIGNOR:

. OPENSERVICE, INC.

Title

ASSIGNEE:

2

NITROSECURITY-OPENSERVICE, INC.

By:\_\_\_ Name: Title:

866037866038.1

TOTAL P.05

**PATENT** 

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be duly executed as of the date first written above.

ASSIGNOR:

OPENSERVICE, INC.

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

Little

ASSIGNEE

3

NITROSICURITY-OPENSERVICE, INC.

866038.2

### **SCHEDULE A**

# Application Number and Filing Date Patent Number and Issue Date

## Title Title

Patent No. 6,219,719 – Issued April 17, 2001 Application No. 08/787,138 Filed January 22, 1997 "Method and system for managing a group of computers"

Patent No. 6,412,026 – Issued June 25, 2002 Application No. 09/775,355 Filed February 1, 2001 "System for managing a group of computers by performing automatic actions based on the identified computer conditions"

Patent No. 6.684,265 - Issued January 27, 2004 Application No. 9/774,219 Filed January 30, 2001 "System for assigning new alerts in response to a plurality of escalation schemes or assigning an ignore scheme to the new alert"

866038.2

# Application Number and Filing Date Patent Number and Issue Date

# **Title**

Patent No. 5,619,656 – Issued April 8, 1997 Application No. 08/238,476 - Filed May 5, 1994 "System for uninterruptively displaying only relevant and nonredundant alert message of the highest severity for specific condition associated with group of computers being managed"

Patent No. 5,862,333 – Issued January 19, 1999 Application No. 08/787,114 - Filed January 22, 1997 "System for managing group of computers by displaying only relevant and non-redundant alert message of the highest severity and controlling processes based on system resources"

Patent No. 5,911,048 – Issued June 8, 1999 Application No. 08/787,117 – Filed January 22, 1997 "System for managing group of computers by displaying relevant non-redundant messages by expressing database operations and expert systems rules to high level language interpreter"

Patent No. 6,101,540 – Issued August 8, 2000 Application No. 08 787,116 Filed January 22, 1997	"Method and system for managing a group of computers"
Patent No. 6,212,581 – Issued April 3, 2001	"System for managing a group of computers by performing
Application No. 08 787,115 Filed January 22, 1997	automatic actions based on the identified computers conditions

866038.2

RECORDED: 07/15/2010

4