

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BakBone Software Incorporated	04/10/2011
RECEIVING PARTY DATA	
Name:	Quest Software, Inc.
Street Address:	5 Polaris Way
City:	Aliso Viejo
State/Country:	CALIFORNIA
Postal Code:	92656
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13179813
Application Number:	13179904
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-760-0404
Email:	vanessa.elfend@kmob.com
Correspondent Name:	Knobbe Martens Olson & Bear
Address Line 1:	2040 Main Steet
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	QSOFT.394C1; QSOFT.409C2
NAME OF SUBMITTER:	Karen J. Lenker
Total Attachments: 6 source=2011-04-10 Bakbone to Quest assignment#page1.tif source=2011-04-10 Bakbone to Quest assignment#page2.tif source=2011-04-10 Bakbone to Quest assignment#page3.tif source=2011-04-10 Bakbone to Quest assignment#page4.tif source=2011-04-10 Bakbone to Quest assignment#page5.tif source=2011-04-10 Bakbone to Quest assignment#page6.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is made as of [APRIL 16], 2011, by and between BakBone Software Incorporated, a Canadian corporation ("*Assignor*"), and Quest Software, Inc., a Delaware corporation ("*Assignee*").

Assignor and Assignee are parties to that certain Arrangement Agreement, dated as of November 8, 2010 (the "*Arrangement Agreement*"), pursuant to which Assignor became a wholly owned subsidiary of Assignee.

Assignee desires to acquire all of Assignor's right, title and interest in and to the Company Intellectual Property pursuant to the Arrangement Agreement, including but not limited to the patents, trademarks and copyrights identified in Exhibit A hereto (the "*Intellectual Property*"). This Assignment effects the foregoing.

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

1. **Definitions.** All undefined capitalized terms used herein shall have the meanings ascribed to such terms in the Arrangement Agreement.

2. **Assignment.** Assignor hereby irrevocably assigns and conveys to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Company Intellectual Property, as well as the goodwill of the business appertaining to said Company Intellectual Property. Assignor acknowledges and agrees that the foregoing assignment and conveyance of the Company Intellectual Property shall include, without limitation, the assignment and conveyance to Assignee of the Intellectual Property including all divisions, renewals and continuations thereof, and all patents which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions. In addition, Assignor, 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 the Intellectual Property.

3. **Further Assurances.** Assignor shall promptly take all action reasonably deemed necessary by Assignee to facilitate and further memorialize and effect the assignment and conveyance of the Company Intellectual Property to Assignee described in Section 2 herein.

4. **Miscellaneous.** This Assignment: (i) shall be governed by the internal laws of the State of California, without reference to its conflict of law principles; (ii) together with the Arrangement Agreement and the agreements and transactions described therein, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and agreements with respect to the subject matter hereof; (iii) shall not be amended or terminated unless in a writing signed by Assignor and Assignee that expressly sets forth such amendment or termination; (iv) shall be binding upon and inure to the benefit of the


Assignee and Assignor and their respective successors and assigns; (v) if held to be invalid or unenforceable, in whole or part, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (vi) may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The waiver of any breach of this Assignment shall not be construed to be the waiver of any subsequent breach. The non-prevailing party in any action arising out of or related to this Assignment shall pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such action.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized officers, all as of the date and year first above written to be effective as of the Effective Date of the Arrangement Agreement.

ASSIGNOR:

BAK BONE SOFTWARE INCORPORATED

By:  _____

Name: David P. Cramer

Title: VP, General Counsel & Secretary

ASSIGNEE:

QUEST SOFTWARE, INC.

By:  _____

Name: Scott Davidson

Title: Senior VP and Chief Financial Officer

Exhibit A**Registered and Pending Patents****List of Registered Patents:**

Patent Number	Patent Title	Application #	File Date	Location
7,760,640	Electronic Message Delivery System including a Network Device	11/300,097	12/13/2005	United States
7,584,251	E-mail Messaging System and Method for Enhanced Rich Media Delivery	09/939,136	8/24/2001	United States
7,836,014	Hybrid Real-Time Data Replication	10/980,875	11/3/2004	United States
7,096,392	Method and System for Automated, No Downtime, Real-Time, Continuous Data Protection	10/841,398	5/7/2004	United States
7,363,549	Method and System for Automated, No Downtime, Real-Time, Continuous Data Protection	11/507,257	8/21/2006	United States
7,680,834	Method and System for Automated, No Downtime, Real-Time, Continuous Data Protection	10/862,971	6/8/2004	United States
7,519,870	Method and System for No Downtime, Initial Data Upload for Real-Time, Continuous Data Protection	10/863,117	6/8/2004	United States
7,565,661	Method and System for Real-Time Event Journaling to Provide Enterprise Data Services	10/842,286	5/10/2004	United States
7,788,521	Method and System for Virtual On-Demand Recovery for Real-time Continuous Data Protection	11/185,313	7/20/2005	United States
7,681,104	Method for Erasure Coding Across a Plurality of Data Stores in a Network	11/198,061	8/5/2005	United States
7,681,105	Method for Lock-Free Clustered Erasure Coding and Recovery of Data across a Plurality of Data Stores in a Network	11/198,062	8/5/2005	United States
7,689,602	Method of Creating Hierarchical Indices for a Distributed Object System	11/185,168	7/20/2005	United States
1615131	System and Method for Archiving Data in a Clustered Environment	4254555.8	7/29/2004	European Patent Convention
1615131	System and Method for Archiving Data in a Clustered Environment	4254555.8	7/29/2004	France
1615131	System and Method for Archiving Data in a Clustered Environment	4254555.8	7/29/2004	Great Britain
4205638	System and Method for Archiving Data in a Clustered Environment	2004-172125	6/10/2004	Japan
DE602004002858	System and Method for Archiving Data in a Clustered Environment	4254555.8	7/29/2004	Germany
7,814,260	Tape Image on Non-Tape Storage Device	11/076,540	3/9/2005	United States
7,870,354	Data Replication from One-to-One or One-to-Many Heterogeneous Devices	11/419,958	5/23/2006	United States
7,904,913	Management interface for a System that Provides Automated, Real-Time, Continuous Data Protection	11/264,110	11/1/2005	United States
7,913,043	Method for Backup Storage Device Selection	10/846,609	5/14/2004	United States

List of Patent Applications Pending:

Application #	Patent Title	Location
11/152,351	Discovering a Data Storage for Backup	United States
12/816,460	Electronic Message Delivery System including a Network Device	United States
12/511,436	E-mail Messaging System and Method for Enhanced Rich Media Delivery	United States
12/475,729	High-Performance Electronic Message Delivery Engine	United States
2006-539600	Hybrid Real-Time Data Replication	Japan
4778305.5	Messaging System	European Patent Convention
06111220.3	Messaging System	Hong Kong
12/488,657	Method and System for Real-Time Event Journaling to Provide Enterprise Data Services	United States
12/845,215	Method and System for Virtual On-Demand Recovery for Real-time Continuous Data Protection	United States
05250687.0	Method Automatic Storage Device Selection for Backups	European Patent Convention
12/695,385	Method for Erasure Coding Across a Plurality of Data Stores in a Network	United States
12/695,407	Method for Lock-Free Clustered Erasure Coding and Recovery of Data across a Plurality of Data Stores in a Network	United States
12/691,616	Method of Creating Hierarchical Indices for a Distributed Object System	United States
12/099,837	Recovering a Database to any Point in Time in the Past with Guaranteed Data Consistency	United States
12/059,505	Recovering a File System to any Point in Time in the Past with Guaranteed Structure, Content Consistency, and Integrity	United States
12/567,069	Remote Backup and Restore	United States
12/559,156	Remote Backup and Restore System and Method	United States
11/123,994	System for Moving Real-Time Data Events Across a Plurality of Devices in a Network for Simultaneous Data Protection, Replication, and Access Services	United States
12/844,297	Tape Image on Non-Tape Storage Device	United States
10/943,541	Method and System for Data Reduction	United States
13/022,858	Method for Backup Storage Device Selection	United States
12/901,824	Method and System for Data Reduction	United States
12/901,888	Management Interface for a System that Provides Automated, Real-Time, Continuous Data Protection	United States
12/901,925	Hybrid Real-Time Data Replication	United States
12/959,913	Data Replication from One-to-One or One-to-Many Heterogeneous Devices	United States

REGISTERED AND PENDING TRADEMARKS

Mark	Location	Serial Number	Registration #
ASEMPRA	United States		3136666
BAKBONE	CTM		4289955
BAKBONE	United States	85025730	3893220
BAKBONE SOFTWARE	United States	75931315	2778780
COLDSPARK & DESIGN	United States		3601915
COLDSPARK MTR	United States	77/455795	
Data Replicator	Minnesota		32916
Design	CTM		3701729
Design	United States	76574951	2956696
NETVAULT	CTM		4290102
NETVAULT	CTM		2259573
NETVAULT	United States	76203014	2956411
NETVAULT: TOTALOPS	United States	85180804	
VAULTDR	CTM		4289914
YOUR BUSINESS TO THE POWER OF EMAIL	United States		3440336