

**PATENT ASSIGNMENT**

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David Allen Feathergill	07/25/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Quest Software, Inc.
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<b>City:</b>	Aliso Viejo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92656
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12566231
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<b>ATTORNEY DOCKET NUMBER:</b>	QSOFT.313A
<b>NAME OF SUBMITTER:</b>	Steven P. Ruden
<b>Total Attachments: 2</b> source=Assignment_Feathergill_QSOFT313A#page1.tif source=Assignment_Feathergill_QSOFT313A#page2.tif	

OP \$40.00 12566231

### ASSIGNMENT

WHEREAS, I, **David Allen Feathergill**, a United States citizen, residing at 19 North St., Woodstock, Illinois 60098, together with **Dimitry Kherson**, a United States citizen, residing at 333 3rd Street, Wilmette, Illinois 60091, have invented certain new and useful improvements in **SYSTEMS AND METHODS FOR DATA MANAGEMENT IN A VIRTUAL COMPUTING ENVIRONMENT** (collectively hereinafter referred to as the "Work"), for which we have filed on September 24, 2009, an application for Letters Patent in the United States as U.S. Patent Application No. 12/566,231, (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, California 92656, desires to acquire and confirm 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, I hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do 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 Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No. 61/100,182 filed September 25, 2008), and any improvement made thereto 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 but not limited to 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.

AND I DO HEREBY represent and warrant that to the best of my knowledge that I have 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.

AND I DO 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.

AND I DO 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.

AND I DO HEREBY covenant and agree to communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to me 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,


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any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything reasonably possible to aid 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 I do hereby appoint ASSIGNEE as my 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.

AND I DO 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 I further agree 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 me shall act as an amendment, modification or waiver of any provision of this Assignment unless specifically set forth in writing.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25 day of July, 2011.

  
\_\_\_\_\_  
David Allen Feathergill


STATE OF IL }  
COUNTY OF COOK } ss.

On 07/25/2011, before me, Michelle Calesini, notary public, personally appeared David Allen Feathergill who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

  
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Notary Signature



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