

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dilip C. Naik	02/07/2012
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:	13368240
CORRESPONDENCE DATA	
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Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP
Address Line 1:	2040 Main Street, 14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	QSOFT.428A
NAME OF SUBMITTER:	Steven P. Ruden
Total Attachments: 3 source=Assignment-QSOFT428A#page1.tif source=Assignment-QSOFT428A#page2.tif source=Assignment-QSOFT428A#page3.tif	

OP \$40.00 13368240

ASSIGNMENT

WHEREAS, I **Dilip C. Naik**, a United States citizen, residing at 16410 NE 50th Way, Redmond, Washington, 98052 have invented certain new and useful improvements, technology, developments, ideas or discoveries related to **SYSTEMS AND METHODS FOR COMPACTING A VIRTUAL MACHINE FILE** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, **QUEST SOFTWARE, INC.**, a Delaware Corporation, with its principal place of business at 5 Polaris Way, Aliso Viejo, CA 92656 (hereinafter the "ASSIGNEE"), desires to acquire and confirm all right, title, and interest in and to the Application and the Work: and

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 said 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 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 waive 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, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned

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Filing Date: Unknown

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Title: SYSTEMS AND METHODS FOR COMPACTING A VIRTUAL MACHINE FILE

patent application(s), and generally do everything reasonably 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 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 signed by ASSIGNEE.

[SIGNATURE PAGE FOLLOWS]

PATENT

REEL: 027682 FRAME: 0176

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Title: SYSTEMS AND METHODS FOR COMPACTING A VIRTUAL MACHINE FILE

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7 day of Feb, 2012

Dilip C. Naik

STATE OF WA }

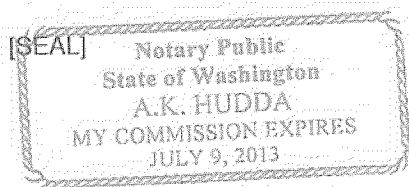
ss.

COUNTY OF KING }

On 07 FEB 2012, before me, A.K. HUDDA, notary public, personally appeared Dilip C. Naik 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 WA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

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