

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIGFIX, INC.	02/23/2011
RECEIVING PARTY DATA	
Name:	International Business Machines Corporation
Street Address:	New Orchard Road
City:	Armonk
State/Country:	NEW YORK
Postal Code:	10504
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13448264
CORRESPONDENCE DATA	
Fax Number:	(650)474-8401
Phone:	650-474-8400
Email:	ptomatters@glenn-law.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	GLENN PATENT GROUP
Address Line 1:	3475 EDISON WAY
Address Line 4:	MENLO PARK, CALIFORNIA 94025
ATTORNEY DOCKET NUMBER:	AUS920105019US5
NAME OF SUBMITTER:	Michael A. Glenn
Total Attachments: 3 source=BigFix_to_IBM_Assignment#page1.tif source=BigFix_to_IBM_Assignment#page2.tif source=BigFix_to_IBM_Assignment#page3.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSET ASSIGNMENT AGREEMENT is effective the 1st day of February, 2011.

BETWEEN:

International Business Machines Corporation, a New York company, ("Assignee")

-and-

BigFix, Inc., a Delaware Corporation ("Assignor").

WHEREAS Assignor wishes to transfer the BIGFIX, Inc. Intellectual Property Rights (as defined below) to Assignee, and Assignee wishes to acquire the BIGFIX, Inc. Intellectual Property Rights;

WHEREAS, the parties have executed an AGREEMENT AND PLAN OF LIQUIDATION dated November 15, 2010 pursuant to which the BIGFIX, Inc. Intellectual Property Rights (defined below) is distributed to Assignee;

WHEREAS, pursuant to the AGREEMENT AND PLAN OF LIQUIDATION the parties intend to distribute and assign the BIGFIX, Inc. Intellectual Property Rights to Assignee in accordance with the terms and conditions below; and

NOW THEREFORE pursuant to the AGREEMENT AND PLAN OF LIQUIDATION Assignee and Assignor, each intending to be bound legally, agree to the following terms and conditions:

1. Definitions

"Claims" includes claims, demands, complaints, grievances, actions, suits, causes of action, Orders, charges, indictments, prosecutions, information or other similar process, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, professional fees, including fees of legal counsel on a substantial indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to an}' of the foregoing.

"BIGFIX, Inc. Intellectual Property Rights" shall mean all intellectual property rights and applications for intellectual property rights, including without limitation all trademarks (registered or unregistered), service marks, mask works, brand names, unregistered titles, domain names, certification marks, trade dress, assumed names,

designs, topographies, trade names, geographic-origin marks and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; patents and patent applications in any jurisdiction; inventions, invention disclosures, discoveries and ideas, whether patented, patentable or not in any jurisdiction; copyrights, design rights, computer programs and software (including source code, object code and data), database rights, know-how and any other technology; trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings and other works, whether copyrighted, copyrightable or not in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights similar to any of the foregoing; licenses, immunities, covenants not to sue and the like relating to any of the foregoing.

"Orders" means, any order, injunction, writ, judgment, decree, ruling, award, assessment, direction, instruction, legally binding agreements or stipulation, penalty or sanction issued, filed or imposed by any governmental entity or arbitrator.

2. Transfer of Intellectual Property Rights

The Assignor hereby transfers, conveys, assigns, and delivers to the Assignee and the Assignee hereby acquires from the Assignor, as of February 1, 2011, (the "Effective Date"), all of the Assignor's right, title and interest in and to the BIGFIX, Inc. Intellectual Property Rights.

3. Effective Conveyance

This Agreement shall operate as an actual conveyance, transfer, assignment and setting over of all the right, title and interest of the Assignor in and to the BIGFIX, Inc. Intellectual Property Rights as of the Effective Date.

4. Non-transferable Intellectual Property Rights

Nothing in this Agreement shall be construed as an assignment of, or an attempt to assign to Assignee, any contract which, as a matter of law or by its terms, is (i) not assignable, or (ii) not assignable without the approval or consent of the issuer thereof or the other party or parties thereto, without first obtaining such approval or consent (collectively "Non-Assignable Rights").

5. Miscellaneous

- a. The headings in this Agreement are inserted for convenience of reference

only and shall not affect the interpretation hereof.

- b. This Agreement is governed by the laws of the State of New York, USA, without giving effect to its choice of law provisions. Each party submits to the exclusive jurisdiction of the courts of competent jurisdiction in the State of New York, USA, in respect of any action or proceeding relating to this Agreement. The parties shall not raise any objection to the venue of any proceedings in any such court, including the obligation that the proceedings have been brought in an inconvenient forum.
- c. This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement.

IN WITNESS OF WHICH the Assignor and the Assignee have executed this Agreement.

BigFix, Inc.

By: H. O. Hintze

Herbert O. Hintze, Secretary

Date: 2/23/11

International Business Machines Corporation

By: Mark S. Peterson

Mark S. Peterson, Director of Finance IP

Date: 22-March-2011