PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Avanade Inc.	03/01/2013

RECEIVING PARTY DATA

Name:	Avanade Holdings LLC
Street Address:	320 West 13th Street, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10014

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7502846

CORRESPONDENCE DATA

Fax Number:	2062240779

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

Phone:	(206)682-8100
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Address Line 1:	Christensen O'Connor Johnson Kindness
Address Line 2:	1420 Fifth Avenue, Suite 2800
Address Line 4:	Seattle, WASHINGTON 98101-2347

ATTORNEY DOCKET NUMBER:	AVND551637

NAME OF SUBMITTER:	David P. Sheldon

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "***Agreement***"), dated as of March 1, 2013 (the "***Effective Date***") is from Avanade Inc., a Washington corporation ("***Assignor***"), to Avanade Holdings LLC, a Delaware limited liability company ("***IP HoldCo***").

WHEREAS, Assignor is the owner of the entire right, title and interest in (1) certain United States patents and/or foreign patents and/or pending patent applications and/or patentable inventions including, without limitation, the patents identified on Schedule A attached hereto (the "***Patents***"), (2) the goodwill in and the business associated with all of its trademarks, either registered, pending or at common law, including without limitation, the trademarks identified on Schedule A attached hereto (the "***Trademarks***"), (3) the copyright in works Assignor created and copyrights assigned to Assignor and to all works based upon, derived from, or incorporating those works, including, but not limited to registered and unregistered copyrights associated with the proprietary software identified on Schedule A attached hereto (respectively the "***Proprietary Software***" and the "***Copyrights***"), and (4) the domain names as shown on Schedule A attached hereto (the "***Domain Names***" and together with the Patents, the Trademarks, the Copyrights, and any other intellectual property owned by Assignor and associated goodwill, the "***IP***").

WHEREAS, Assignor was formed as a joint venture between Accenture and Microsoft.

WHEREAS, IP HoldCo is an affiliate of Assignor formed to hold intellectual property and as a result, Assignor desires to distribute, transfer and assign to IP HoldCo, and IP HoldCo agrees to accept, all of the IP of the Assignor (the "***Transfer***").

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

1. Effective Date. The Transfer shall be effective as of the Effective Date.

2. Assignment and Assumption.

    a. Patents. As of the Effective Date, Assignor hereby assigns, transfers and conveys to IP HoldCo, Assignor's entire worldwide right, title and interest in and to the Patents, free and clear of liens or encumbrances, together with all continuations, divisions, reissues and extensions thereof and the inventions described and/or claimed therein, and the right to file additional continuations, divisions, reissues, revivals and extensions thereof, and all United States and foreign patents and filings, utility models, and design registrations that may be (or have been) filed or granted based on such inventions or improvements, and the right to claim priority based on the filing date of the applications and patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, all rights to sue for infringement of the Patents, whether arising prior to or subsequent to the Effective Date, all income, royalties or payments due or payable as of the Effective Date or thereafter with respect to the Patents, the same to be held and enjoyed by IP HoldCo, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made; together with

all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign patents which may be issued in connection with the Patents in the future. Assignor hereby further assigns, transfers and conveys to IP HoldCo, Assignor's entire worldwide right, title and interest in and to any patentable inventions not described in the Patents but for which the inventors are or were subject to an obligation to assign any right, title and interest in and to the inventions to Assignor.

b. <u>Trademarks</u>. As of the Effective Date, Assignor assigns, transfers and conveys to IP HoldCo, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business associated with, the Trademarks, as well as any related trademark registrations, trade names, service marks, and applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on the same in the future. Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, are the rights to police, monitor and enforce the Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the past, up to the date of this Agreement, together with any and all further rights in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

c. <u>Copyrights</u>. As of the Effective Date, Assignor assigns, transfers and conveys to IP HoldCo, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto in the Copyrights, and without limitation all income, royalties, damages, claims for payment now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the Copyrights and to all rights corresponding to the foregoing throughout the world. Assignor further assigns all rights associated with the Proprietary Software together with any changes or enhancement to that software, including without limitation the right to reproduce, prepare derivative works, and distribute copies of the Proprietary Software.

d. <u>Domain Names</u>. As of the Effective Date, Assignor assigns and transfers to IP HoldCo all right, title, and interest in and to the Domain Names.

e. <u>Catch All</u>. Assignor hereby assigns and transfers to IP HoldCo all other IP.

3. <u>Representations and Warranties</u>. Assignor covenants and warrants that, with respect to the IP, it has the full right to convey its right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith. Assignor represents and warrants that it has full power and authority to consummate the Transfer, and that all required consents for such Transfer have been obtained.

4. **Additional Actions.**

    a. **Patents.**

        i. Assignor further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon IP HoldCo's request (or the request of IP HoldCo's successor or assigns), any and all other documents, information, evidence or facts requested by IP HoldCo that are known or available to Assignor (or its successor or assigns) relating to the Patents, the inventions described in the Patents, any other invention for which the inventors have or had an obligation to assign rights to Assignor, or the history of any of the above, as IP HoldCo in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to IP HoldCo in IP HoldCo, and will testify as to the same in any interference or other litigation or legal proceeding when requested so to do, at IP HoldCo's expense.

        ii. Assignor authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to transfer the Patents to IP HoldCo as assignee of the entire right, title and interest therein or otherwise as IP HoldCo may direct, in accordance with this instrument of assignment.

        iii. Assignor authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to make available to IP HoldCo any and all records relating to the Patents.

    b. **Trademarks.**

        i. Assignor agrees to perform all affirmative acts that may be necessary or desirable to record or perfect the Transfer, or to obtain registration with the United States Patent and Trademark Office or any foreign trademark office, at IP HoldCo's expense, as well as to cooperate with IP HoldCo in obtaining and/or providing information required in any proceedings or disputes relating to the Trademarks, again at IP HoldCo's expense.

        ii. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any applicable application or petition, to IP HoldCo, and IP HoldCo's successors and/or assigns.

    c. **Domain Names.** Assignor agrees to perform all affirmative acts which may be reasonably necessary or desirable to implement and perfect the Transfer and to secure transfer of the registrations of the Domain Names before the applicable registrars as well as to cooperate with IP HoldCo in obtaining and/or providing information required in any proceedings relating to the Domain Names, and agrees to follow IP HoldCo's reasonable instructions to effectuate the transfer of the Domain Name registrations in a timely manner. Specifically, Assignor

agrees to prepare and transmit the necessary Registrant Name Change Agreements (RNCA's) or other written authorizations and/or instructions and/or to correspond with the applicable registrars to instruct and authorize transfer of the Domain Names, including by providing to IP HoldCo a functioning user name and password, where available, sufficient for IP HoldCo to immediately begin to administer the Domain Names, as well as to cooperate with IP HoldCo in obtaining and/or providing information required in any proceedings relating to the Domain Names.

    d.   <u>Catch All</u>. Assignor grants to the designated attorneys of IP HoldCo, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.
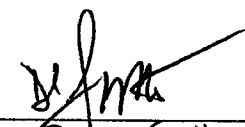
5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.   <u>Governing Law</u>. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of law rules of such state.
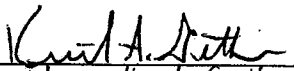
(Signature page follows)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as of the date first above written.

AVANADE INC.

By: _____
Name: Doug Sutton
Its: Corp VP, Treasurer & Chief Risk Officer

Accepted:

AVANADE HOLDINGS LLC

By: _____
Name: Kenneth L. Guthrie
Its: Manager

<u>Schedule A</u>

<u>IP</u>

1. Patents

- U.S. Patent #: 7,502,846 - Monitoring Service with Inter-Enterprise Contextual Analysis
- U.S. Patent Application # 11/965443, filed December 27, 2007
- U.S. Patent Application # 11/322758, filed December 30, 2005
- U.S. Patent Application # 11/282169, filed November 17, 2005
- U.S. Provisional Application # 60/688426, filed June 8, 2005
- U.S. Provisional Application # 60/688507, filed June 7, 2005
- U.S. Patent Application # 11/946757 – Solicited Remote Control in an Interactive Management System, filed November 28, 2007
- U.S. Provisional Application # 60/867455, filed November 28, 2006
- U.S. Patent Application # 11/285482 – Maintenance and Administration User Interface, filed November 21, 2005
- U.S. Provisional Application No. 60/688528, filed June 7, 2005

2. Registered Trademarks

- Azaleos – U.S. Registration #: 3,165,110
- MobileExchange – U.S. Registration #: 3,675,234
- OneServer – U.S. Registration #:3,243,888
- OneStop – U.S. Registration #: 3,663,748
- ViewXchange – U.S. Registration #: 3,671,727

3. Unregistered Trademarks

- AzaleosX
- ViewX
- SecureX
- Managed Active Directory Services
- Managed Filtering Services
- Managed Archiving Services
- Managed Mobile Devices Management Services
- Managed Hybrid Cloud Services
- Managed Continuity Services
- Email Encryption Services
- Managed Backup Services
- Managed Virtually Dedicated Private Cloud Services

4. Domain Names

- Azaleos.com – External only DNS used for customer facing sites and applications
- Azaleos.net – Split DNS used for Azaleos internal tools, sites and applications
- M3TG.com – Old DNS name from the M3TG merger

5. Proprietary Software:

Group	Name	Published Version	Published Date
Configuration Auditor	Computer_Cfg	5.4.4657.20539	10/01/12
Configuration Auditor	Configuration Auditor Application	1.0.0.29	10/05/12
Configuration Auditor	Configuration Auditor Service	1.0.0.0	08/21/12
Configuration Auditor	Exchange2010_Cfg	5.3.4644.30892	09/19/12
Configuration Auditor	HyperVHost_Cfg	5.4.4658.29130	10/02/12
Customer	CIO Dashboard	1.1.4675.24210	10/19/12
Data	Data Warehouse (DW50)	5.4	09/24/12
Data	Monitoring (monitoring)	5.4	09/24/12
Deployment	AzaleosInstallTools	1.0.1.342	10/11/12
Dynamics Extensions	CaseAlertsDeactivateOnResolution	1.0.0.0	08/12/11
Dynamics Extensions	Credential Encryption	1.0.0.0	03/30/11
Dynamics Extensions	EntityPublisher	1.0.0.0	TBD
Ebonding	EBondingDashboard	1.0.0.0	10/17/12
Ebonding	InboundEBondingWebService	1.0.0.0	10/17/12
Ebonding	OutboundEBondingWebService	1.0.0.0	10/17/12
Monitoring	AlertCache	5.0.4650.30083	09/24/12
Monitoring	RulesService	5.0.4561.22960	06/27/12
Monitoring	Cassandra Data Loader	5.0.4652.19521	09/27/12
Monitoring	DataLoader	5.3.4387.25560	01/09/12
Monitoring	InstanceLoader	5.0.4650.30083	09/24/12
Monitoring	MSMQ Distribution	5.0.4650.30083	09/24/12
Monitoring	OneSource	5.4	09/24/12
Monitoring	Package Publisher	1.0.0.34	10/11/12
Monitoring	PackageManager Service	5.3.4504.17857	05/01/12
Monitoring	PsSnapinForMonitoringService	5.3.4337.30656	11/16/11
Monitoring	AzaleosMonitoringService_x64	5.3.4521.27550	05/18/12
Monitoring	AzaleosMonitoringService_x86	5.3.4521.27550	05/18/12
Monitoring Package	AD	5.4.4664.18182	10/08/12
Monitoring Package	ADUsers	5.4.4661.24353	10/05/12
Monitoring Package	ArchiveXchange	5.4.4661.24353	10/05/12
Monitoring Package	BarracudaLoadBalancer	5.4.4661.24353	10/05/12
Monitoring Package	BES4	5.4.4665.28656	10/09/12
Monitoring Package	BES4Users	5.4.4664.29229	10/09/12
Monitoring Package	BES5	5.4.4664.29229	10/09/12
Monitoring Package	BES5Users	5.4.4666.21607	10/10/12
Monitoring Package	BladeCenterChassis	5.4.4661.24353	10/05/12

Group	Name	Published Version	Published Date
Monitoring Package	CiscoSwitch	5.4.4661.24353	10/05/12
Monitoring Package	CiscoUcs	5.4.4661.24353	10/05/12
Monitoring Package	Clariion	5.4.4661.24353	10/05/12
Monitoring Package	ComputerHotfixCheck	5.4.4661.24353	10/05/12
Monitoring Package	ComputerOnly	5.4.4661.24353	10/05/12
Monitoring Package	DPM	5.4.4661.24353	10/05/12
Monitoring Package	ESX	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2003Cluster	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2003MailboxCount	5.3.4420.25905	02/07/12
Monitoring Package	Exchange2003Standalone	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2003UsersCluster	5.4.4658.23079	10/02/12
Monitoring Package	Exchange2003UsersStandalone	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2007	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2007Users	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2010	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2010EdgeTransport	5.4.4661.24353	10/05/12
Monitoring Package	Exchange2010Users	5.4.4661.24353	10/05/12
Monitoring Package	F5	5.4.4661.24353	10/05/12
Monitoring Package	FastSearchServer	5.4.4661.24353	10/05/12
Monitoring Package	Good	5.4.4664.29229	10/09/12
Monitoring Package	GoodUsers	5.4.4664.29229	10/09/12
Monitoring Package	HdsSubsystem	5.4.4666.29981	10/10/12
Monitoring Package	HyperVHost	5.4.4661.24353	10/05/12
Monitoring Package	ISA2006	5.4.4661.24353	10/05/12
Monitoring Package	Lync	5.4.4661.24353	10/05/12
Monitoring Package	LyncUsers	5.4.4665.24503	10/09/12
Monitoring Package	MailClient2007	5.4.4668.16168	10/12/12
Monitoring Package	MailClient2010	5.4.4668.15837	10/12/12
Monitoring Package	MailClient2k3	5.3.4337.30660	11/16/11
Monitoring Package	MailClientX	5.3.4337.30660	11/16/11
Monitoring Package	NetAppFiler	5.4.4661.24353	10/05/12
Monitoring Package	NetAppFilerClustered	5.4.4661.24353	10/05/12
Monitoring Package	OCS	5.4.4661.24353	10/05/12
Monitoring Package	OCSClient	5.3.4337.30661	11/16/11
Monitoring Package	OCSUsers	5.4.4661.24353	10/05/12
MonitoringPackage	Sharepoint	5.4.4661.24353	10/05/12
MonitoringPackage	Sharepoint2010Daily	5.4.4665.24660	10/09/12
MonitoringPackage	Sharepoint2010New	5.4.4666.18889	10/10/12

Group	Name	Published Version	Published Date
MonitoringPackage	SQL	5.4.4661.24353	10/05/12
MonitoringPackage	Website	5.4.4661.24353	10/05/12
Ops/PS	Agent Update Manager	1.6.2.0	09/25/12
Ops/PS	Alert Generator	1.0.4659.31004	10/03/12
Ops/PS	Alert Manager	2.2.4601.20145	08/06/12
Ops/PS	Application Portal	1.0.18	10/17/12
Ops/PS	Case Manager	2.1.4632.24727	09/06/12
Ops/PS	CCR Manager	0.8	10/18/2012
Ops/PS	Contact Window Manager	1.0.0.0	9/7/2012
Ops/PS	Data Browser	5.0.0.0	10/04/12
Ops/PS	Email Manager	1.3.4575.28358	07/11/12
Ops/PS	Error Reporting Dashboard	1.0.0.0	10/19/12
Ops/PS	Insight	1.0.0.0	10/09/12
Ops/PS	Monitoring Troubleshooter	1.0.0.47	10/17/12
Ops/PS	Operations Assistant	0.8	10/12/2012
Ops/PS	Queue Tracker Application	1.0.4616.24272	08/21/12
Ops/PS	Queue Tracker Service	5.0.4650.30083	09/24/12
Ops/PS	SecureX Client	5.12.0.0	08/15/12
Ops/PS	SecureX Dashboard	1.0.0.0	09/06/12
Ops/PS	SecureX File Transfer	1.1.4490.23339	04/17/12
Partner	ProviderStudio	1.0.0.0	03/23/12
Reporting	Billing Reports	2.0	10/04/12
Reporting	Customer Reports	2.0	10/04/12
Reporting	Operations Reports	2.0	10/04/12
SecureX	AgentKeyManager	1.0.0.0	05/24/12
SecureX	SecureXAgent	5.3.4524.16266	05/21/12
SecureX	SecureXFileTransfer	1.1.4490.23339	04/17/12
SecureX	SecureXKeyGenerator	1.0.4337.30644	11/16/11
SecureX	Server	5.5.4665.15641	10/09/12