

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Andrew Ostermeyer	03/04/2009
James Michael Hofer	03/04/2009
Mark Steven Childers	03/04/2009
Michael Hugh Condy	03/11/2009
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:	13745677
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	43738-P163C2
NAME OF SUBMITTER:	Sharon K. Elkouri
Signature:	/Sharon K. Elkouri/

CH \$40.00 13745677

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**PATENT
 REEL: 030342 FRAME: 0107**

Date:

05/03/2013

Total Attachments: 4

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Application No.: 12/370,399
Filing Date: February 12, 2009

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ASSIGNMENT

WHEREAS, We, John Andrew Ostermeyer, a United States citizen, residing at 474 Oak Glen Drive, Manchester, Missouri 63021; James Michael Hofer, a United States citizen, residing at 9 Greyton Ct., O'Fallon, Missouri 63368; Mark Steven Childers, a United States citizen, residing at 349 Oakwood Ave., Webster Groves, Missouri 63119; and Michael Hugh Condy, a United Kingdom citizen, residing at 51 Auchamore Road, Dunoon PA23 7JL, United Kingdom, have invented certain new and useful improvements in SYSTEMS AND METHODS FOR ANALYZING PERFORMANCE OF VIRTUAL ENVIRONMENTS, for which we have filed an application for Letters Patent in the United States on February 12, 2009, as Application No. 12/370,399;

AND WHEREAS, Quest Software, Inc. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 5 Polaris Way, Aliso Viejo, California 92656, desires to acquire 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, said inventor, do 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, to and under said improvements, and said application including all provisional applications relating thereto (including, but not limited to, U.S. Provisional Patent Application No. 61/028,312, filed February 13, 2008), and all divisions, renewals and continuations 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 applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of 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 Letters Patent for said improvements to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his 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 said Letters Patent before or after issuance.

AND WE HEREBY covenant and agree that we will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4 day of March, 2009



John Andrew Ostermeyer

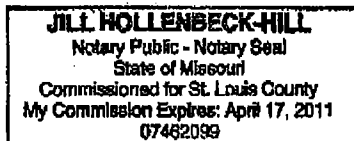
STATE OF Missouri }
COUNTY OF St Louis } ss.

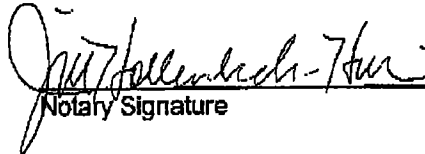
On March 4, 2009, before me, Jill Hollenbeck-Hill, notary public, personally appeared John Andrew Ostermeyer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]





Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4 day of March, 2009



James Michael Hofer

STATE OF Missouri }
COUNTY OF St Louis } ss.

On March 4, 2009, before me, Jill Hollenbeck-Hill, notary public, personally appeared James Michael Hofer 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

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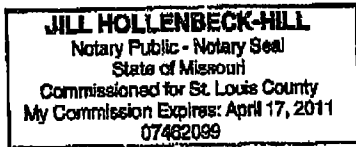
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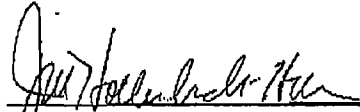
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[SEAL]





Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4th day of MARCH, 2009



Mark Steven Childers

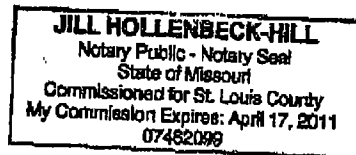
STATE OF Missouri }
COUNTY OF St Louis } ss.

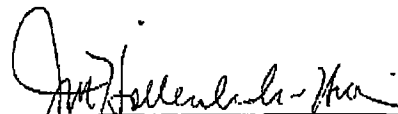
On March 4, 2009, before me, Jill Hollenbeck-Hill, notary public, personally appeared Mark Steven Childers who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



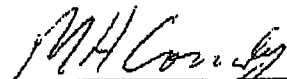


Notary Signature

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of March, 2009



Michael Hugh Condy



WITNESS #1 SIGNATURE

ELIZABETH LEE

WITNESS #1 PRINTED NAME



WITNESS #2 SIGNATURE

JAMES T. JACKSON

WITNESS #2 PRINTED NAME

NOTARY PUBLIC

