

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4237556

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
AVENTAIL LLC		12/30/2016
RECEIVING PARTY DATA		
Name:	SONICWALL US HOLDINGS, INC.	
Street Address:	1 LETTERMAN DRIVE, SUITE C-41	
Internal Address:	C/O FRANCISCO PARTNERS	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94129	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Patent Number:	8301769	
Patent Number:	7827590	
Patent Number:	7770222	
Patent Number:	8613041	
Patent Number:	8984268	
Patent Number:	8615796	
Patent Number:	7353380	
Patent Number:	7360075	
Patent Number:	8533457	
Patent Number:	8826388	
Patent Number:	8572249	
Patent Number:	9268656	
Patent Number:	8438254	
Patent Number:	7870380	
Patent Number:	7779469	
Patent Number:	8255973	
Patent Number:	8601550	
Patent Number:	9300670	
Patent Number:	8700775	

PATENT

Property Type	Number
Patent Number:	8959384
Patent Number:	8590032
Patent Number:	8005983
Patent Number:	9197538
Patent Number:	7698388
Patent Number:	8090827
Patent Number:	8661158

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0747
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	01/23/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is made as of December 30, 2016 (the "Effective Date"), by and between Aventail LLC, a Delaware limited liability company ("Assignor", a wholly-owned subsidiary of Quest Software Inc. ("Seller")), and SonicWall US Holdings Inc., a Delaware corporation ("Assignee"). Each of Assignor and Assignee is referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, concurrently with the execution of this Agreement, Seller and Assignee are entering into that certain Intellectual Property Purchase Agreement (the "Purchase Agreement"), pursuant to which Seller is selling certain Intellectual Property Rights (defined below) to Assignee, including, without limitation, the Assigned IP Rights (defined below);

WHEREAS, the Purchase Agreement contemplates execution of this Agreement; and

WHEREAS, the parties desire to execute and deliver this Agreement for the purpose of effecting the assignment by Assignor of all of its right, title and interest in and to any Intellectual Property Rights in the Territory (defined below) that are (i) exclusively used in the operation of the SonicWall Business (defined below) and/or (ii) exclusively used in the design, development, promotion, marketing, support or sale of the SonicWall Products (defined below), including without limitation, the Patents (defined below) set forth on Exhibit B attached hereto and the Copyrights (defined below) set forth on Exhibit C attached hereto, (all of the foregoing, collectively, the "Assigned IP Rights", which, for purposes of clarity, shall expressly exclude the Intellectual Property Rights set forth on Exhibit D attached hereto (the "Excluded IP")) to Assignee as further described herein.

NOW THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, including one dollar (\$1.00 USD), the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meanings set forth below.

(a) "Intellectual Property Rights" means any and all intellectual property rights in the Territory, whether registered or not, including without limitation all (i) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models) (collectively, "Patents"), (ii) copyrights in works of authorship of any type and all rights, title and interests in all copyrights, copyright registrations and applications for copyright registration, certificates of copyright and copyrighted interests throughout the Territory (collectively, "Copyrights"); (iii) trade names, trademarks and service marks, logos, corporate names, trade dress and similar rights, and all

registrations and applications (including intent to use applications) to register any of the foregoing and all goodwill associated therewith throughout the Territory (collectively, "Marks"); (iv) internet domain names and internet domain name registrations, and other internet addresses or identifiers (collectively, "Domain Names"); (v) rights, title and interests in all trade secrets and trade secret rights arising under common law, state law, federal law or laws of foreign countries, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other Persons who can obtain economic value from its disclosure or use; and (vi) moral rights, publicity rights and any other intellectual property or proprietary rights in any other technology of any kind or nature, in each case, within the Territory.

(b) "Person" means an individual, group, corporation, partnership, limited liability company, association, company, joint venture, estate, trust, association, or other entity or organization of any kind or nature, including any governmental authority.

(c) "SonicWall Business" means the business currently referred to as "SonicWall" as further described on Exhibit A.

(d) "SonicWall Products" means those products, goods and services set forth on Exhibit A.

(e) "Territory" means North America, Central America, South America and the Caribbean.

2. Assignment. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of Assignor's right, title, and interest in the Territory in and to the Assigned IP Rights, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Assigned IP Rights in the Territory, all claims for damages by reason of past, present and future infringements of the Assigned IP Rights or injury to the goodwill associated with the Assigned IP Rights in the Territory, and the right to sue for and collect such damages in the Territory, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted in the Territory, for the use and benefit of Assignee and its successors, assigns and other legal representatives (collectively, the "Assignment").

3. Moral Rights. To the extent there exist any moral rights in the Assigned IP Rights (as defined in the Irish Copyright and Related Rights Act 2000), Assignor hereby waives any such moral rights.

4. Effective Time. This Agreement shall be effective upon the Effective Date.

5. Further Assurances. Assignor shall use commercially reasonable efforts: (i) to consummate, confirm, or evidence the transfer to Assignee of the Assigned IP Rights; and (ii)

to assist Assignee in preserving or perfecting its rights in the Assigned IP Rights.

6. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement will be construed under and in accordance with, and governed in all respects by, the laws of the State of Delaware, without regard to its conflict of law principles.

(c) This Agreement may be amended or modified only by a written instrument executed by all of the parties.

(d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, such determination shall not affect the enforceability of any others or the remainder of this Agreement.

(e) This Agreement may be executed in any number of counterparts (including by facsimile or electronic signature), each of which will be deemed an original as against the party whose signature appears thereon, but all of which taken together will constitute but one and the same instrument.

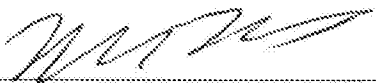
(f) This Agreement, together with the Purchase Agreement, contains the entire understanding of the parties with respect to the subject matter of this Agreement. All other express or implied agreements and understandings, either oral or written, made on or before the Effective Date, are expressly superseded by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Aventail LLC
(Assignor)

SonicWall US Holdings Inc.
(Assignee)

By: 
Name: *Brad Hager*
Title: *Secretary*

By: _____
Name: _____
Title: _____

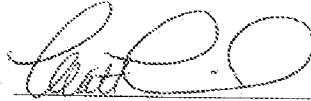
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Aventail LLC
(Assignor)

SonicWall US Holdings Inc.
(Assignee)

By: _____
Name:
Title:

By: 
Name: Matt Neiderman
Title: General Counsel & Secretary

{SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT}

Exhibit A

SonicWall Business:

Firewall, network security, access security, email security and management security reporting business that currently designs, develops, markets, sells, supports and services the products noted below that enable customers to dynamically secure, control, and scale their global networks:

SonicWall Products:

Network Security	Access Security	Email Security and Encryption	Management and Reporting
SuperMassive Series - E10800 - E10400 - E10200 - 9800 - 9600 - 9400 - 9200	SMA 1000 Appliances - EX 9000 - SMA 7200 - SMA 6200 - SMA 8200v (virtual)	Email Security - ES 8300 - ESA 4300 - ESA 3300 - ES Virtual Appliance - ES Software	GMS Series - Global Management System for Windows & Virtual Appliance - E-Class Universal Management Appliance EM5000
NSA Series - 6600 - 5600 - 4600 - 3600 - 2600 - 250M	SMA 100 Appliances - SMA 400 - SMA 200 - SMA 500v (virtual)	Hosted Email Security and Encryption	SonicWALL Analyzer – network security software
TZ Series - TZ 215 - TZ600 - TZ500 - TZ400 - TZ300 - SOHO	Mobile Connect	Comprehensive Anti-Spam Service (CASS)	
WXA Series - 6000 - 4000 - 2000 - 5000 Virtual Appliance - WXA 500 Software			
SonicPoint Series - SonicPoint ACe - SonicPoint ACi - SonicPoint N2			
Services & Add-ons - Capture ATP - Advanced Gateway Security Suite (AGSS) - Comprehensive Gateway security suite (CGSS) - Content Filtering - Gateway Security			

Exhibit B
PATENTS

Jurisdiction	App Serial No.	Patent No.	Title
United States of America	12/821060	8301769	Classifying an operating environment of a remote computer
United States of America	11/251087	7827590	Controlling Access To A Set Of Resources In A Network
United States of America	11/927286	7770222	Creating An Interrogation Manifest Request
United States of America	12/512891	8613041	Creating Rules For Routing Resource Access Requests
United States of America	11/927371	8984268	Encrypted Record Transmission
United States of America	12/512884	8615796	Managing Resource Allocations
United States of America	09/782593	7353380	Method And Apparatus For Providing Secure Streaming Data Transmission Facilities Using Unreliable Protocols
United States of America	09/783146	7360075	Method And Apparatus For Providing Secure Streaming Data Transmission Facilities Using Unreliable Protocols
United States of America	13/004812	8533457	Method And Apparatus For Providing Secure Streaming Data Transmission Facilities Using Unreliable Protocols
United States of America	13/398616	8826388	Mobile Device Identify Factor For Access Control Policies
United States of America	10/733808	8572249	Network Appliance For Balancing Load And Platform Services
United States of America	14/624533	9268656	Network Appliance For Balancing Load And Platform Services
United States of America	11/927321	8438254	Providing Distributed Cache Services
United States of America	11/927362	7870380	Providing Secure Connections For Data Transmission
United States of America	11/927310	7779469	Provisioning An Operating Environment Of A Remote Computer

Jurisdiction	App Serial No.	Patent No.	Title
United States of America	11/009692	8255973	PROVISIONING REMOTE COMPUTERS FOR ACCESSING RESOURCES
United States of America	12/938330	8601550	Remote Access To Resources Over A Network
United States of America	14/058215	9300670	Remote Access to Resources Over a Network
United States of America	11/903219	8700775	Routing Of Communications To A Platform Service
United States of America	14/185178	8959384	Routing of Communications to One or More Processors Performing One or More Services According to a Load Balancing Function
United States of America	11/251592	8590032	Rule-Based Routing To Resources Through A Network
United States of America	11/927272	8005983	Rule-Based Routing To Resources Through A Network
United States of America	14/061988	9197538	Rule-Based Routing to Resources Through a Network
United States of America	11/927250	7698388	Secure Access To Remote Resources Over A Network
United States of America	12/690018	8090827	Secure Access To Remote Resources Over A Network
United States of America	11/371348	8661158	Smart Tunneling To Resources In A Network

Exhibit C
COPYRIGHTS

Jurisdiction	Copyright	Registration No.	Internal File Reference	Registration Date
United States of America	Aventail Windows Connect 4.0	TX0005308732	8000007	17 Nov 2000
United States of America	ExtraNet 3.1.2	TX0005445605	8000008	17 Nov 2000
United States of America	ExtraWeb 3.2.3	TX0005323693	8000009	17 Nov 2000
United States of America	Javasocks 1.0	TXu000982284	8000010	17 Nov 2000
United States of America	Linux client 3.2	TX0005303745	8000011	17 Nov 2000

Exhibit D
EXCLUDED IP

That certain license key generator and license distribution software, logic and other associated Intellectual Property Rights of Seller (Quest Software Inc.) therein and thereto.

Quest-specific branch/fork of Identity Broker, including all fixes, patches, enhancements, updates, upgrades and new releases thereto.

Any and all other Intellectual Property Rights related to or used in the software, products or services (including any past versions) of Quest Software Inc. and its affiliates other than the SonicWall Products