

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SolarWinds.Net		12/13/2005	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank Of New York		
<b>Street Address:</b>	600 E. Las Colinas Boulevard, Suite 1300		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	a New York Banking Corporation:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76563595	ORION	
<b>Registration Number:</b>	2917050	SOLARWINDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins, LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	037827-0016 2ND SOLARWIND		
<b>NAME OF SUBMITTER:</b>	Joanna Fowler		
<b>Signature:</b>	/Joanna Fowler/		
<b>Date:</b>	03/22/2006		

OP \$65.00 76563595

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 13, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of The Bank of New York, as collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among SolarWinds.Net, Inc. ("Company"), Solarwinds.Net, LLC, the lenders party thereto from time to time (the "Lenders"), GoldenTree Asset Management, LP, as Lead Arranger and Syndication Agent, and The Bank of New York, as Administrative Agent and Collateral Agent;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement, dated as of December 13, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

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

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations (excluding U.S. intent-to-use Trademark applications under Section 1(b) of the Lanham Act, unless and until a Statement of Use or Amendment to Allege Use has been filed with and accepted by the U.S. Patent and Trademark Office), and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all

past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule I, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

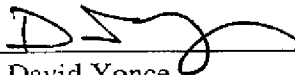
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

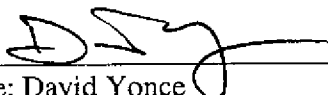
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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

SolarWinds.Net, LLC,  
By: SolarWinds.Net, Inc.,

By:   
Name: David Yonce  
Title: President

SolarWinds.Net, Inc.

By:   
Name: David Yonce  
Title: President

Sworn to or affirmed before me on this 13<sup>th</sup> day  
December 2005.

  
NOTARY PUBLIC

WILBERT DAVIS  
Notary Public, State of New York  
No. 01DA8011686  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Aug. 10, 2006

GoldenTree Asset Management, L.P., as Lead Arranger and as Syndication Agent

By: \_\_\_\_\_  
Name:  
Title:

The Bank of New York, as Administrative Agent and Collateral Agent

By:   
Name: MERVYN YAN  
Title: ASSISTANT TREASURER

GoldenTree Credit Opportunities Financing I, Ltd., as Lender

By: GoldenTree Asset Management, LP

By: \_\_\_\_\_  
Name:  
Title:

GoldenTree Credit Opportunities Financing II, Ltd., as Lender

By: GoldenTree Asset Management, LP

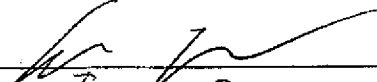
By: \_\_\_\_\_  
Name:  
Title:

GoldenTree MultiStrategy Financing, Ltd., as Lender

By: GoldenTree Asset Management, LP

By: \_\_\_\_\_  
Name:  
Title:

GoldenTree Asset Management, L.P., as Lead Arranger and as Syndication Agent

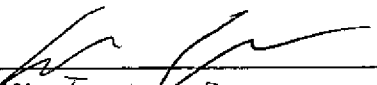
By:   
Name: Jonathan Ezrow  
Title: Portfolio Manager

The Bank of New York, as Administrative Agent and Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:


GoldenTree Credit Opportunities Financing I, Ltd., as Lender

By: GoldenTree Asset Management, LP

By:   
Name: Jonathan Ezrow  
Title: Portfolio Manager

GoldenTree Credit Opportunities Financing II, Ltd., as Lender

By: GoldenTree Asset Management, LP

By:   
Name: Jonathan Ezrow  
Title: Portfolio Manager

GoldenTree MultiStrategy Financing, Ltd., as Lender


By: GoldenTree Asset Management, LP

By:   
Name: Jonathan Ezrow  
Title: Portfolio Manager



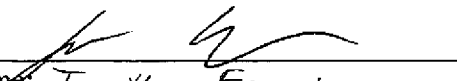
GoldenTree Capital Solutions Fund Financing, as  
Lender

By: GoldenTree Asset Management, LP

By:   
Name: *Jonathan Ezrow*  
Title: *Portfolio Manager*


GoldenTree Capital Solutions Offshore Fund  
Financing, as Lender

By: GoldenTree Asset Management, LP

By:   
Name: *Jonathan Ezrow*  
Title: *Portfolio Manager*

GoldenTree 2004 Trust, as Lender

By: GoldenTree Asset Management, LP

By:   
Name: *Jonathan Ezrow*  
Title: *Portfolio Manager*

Schedule 1

COPYRIGHTS

PATENTS

TRADEMARKS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

NY1093941.2

TRADEMARK  
REEL: 003274 FRAME: 0158

**SCHEDULE 1**

<b>Mark</b>	<b>Registration No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Country</b>
ORION	(76/563,595)	(11/24/03)	U.S.
SOLARWINDS	2,917,050	01/11/05	U.S.

<b>Mark</b>	<b>Registration No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Country</b>
ORION	(1252199)	(03/29/05)	Canada
SOLARWINDS	(1252198)	(03/29/05)	Canada