

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON	FORMERLY THE BANK OF NEW YORK	09/05/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO FOOTHILL, LLC		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76563595	ORION	
Registration Number:	2917050	SOLARWINDS	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-683-5698		
Email:	minettetayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	WFFSOLARWINDS 45035.00280		
NAME OF SUBMITTER:	Minette M. Tayco		
Signature:	/Minette M. Tayco/		

CH 76563595 \$65.00

Date:

09/08/2008

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment") is executed as of September 5, 2008 ("Assignment Effective Date"), by **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation ("The Bank of New York"), in its capacity as collateral agent immediately prior to the effectiveness of the below-defined Resignation Agreement (in such capacity, "Existing Collateral Agent") in favor of Successor Collateral Agent (as defined below). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, SolarWinds, Inc., a Delaware corporation ("Holdings"), and SolarWinds.Net, LLC, a Delaware limited liability company (the "LLC") entered into that certain Credit and Guaranty Agreement, dated as of December 13, 2005 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, LLC, the lenders party thereto, GoldenTree Asset Management, LP, as Lead Arranger and Syndication Agent (the "Syndication Agent"), and The Bank of New York, as Administrative Agent and Collateral Agent;

WHEREAS, Holdings and LLC entered into that certain First Lien Pledge and Security Agreement, dated as of December 13, 2005 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among Holdings, LLC, the lenders party thereto, Syndication Agent, and The Bank of New York, as Administrative Agent and Collateral Agent;

WHEREAS, the grantors listed on the signature pages thereof ("Grantors") entered into that certain Intellectual Property Security Agreement, dated as of December 13, 2005 (as amended, supplemented or modified from time to time, the "Intellectual Property Security Agreement"), by and among Holdings, LLC, the lenders party thereto, Syndication Agent, and The Bank of New York, as Administrative Agent and Collateral Agent, concerning the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement), including (a) the Trademarks (as defined in the Intellectual Property Security Agreement) and trademark licenses listed on Schedule 1 attached hereto, (b) the Copyrights (as defined in the Intellectual Property Security Agreement) and copyright licenses listed on Schedule 2 attached hereto, (c) the Patents (as defined in the Intellectual Property Security Agreement) listed on Schedule 3 attached hereto, (d) the Trade Secrets (as defined in the Intellectual Property Security Agreement) listed on Schedule 4 attached hereto, and (e) the intellectual property licenses or agreements listed on Schedule 5 attached hereto, which Intellectual Property Security Agreement was recorded with (1) the United States Patent and Trademark Office on March 21, 2006 as Reel/Frame Number 3273/0273 and (2) the United States Copyright Office on April 3, 2006 as document number V3535D617;

WHEREAS, concurrently herewith, Existing Collateral Agent and Successor Collateral Agent are parties to that certain Resignation and Appointment of Agents Agreement of even date herewith (the "Resignation Agreement"), pursuant to which Existing Collateral Agent

is resigning and the Lenders are appointing Wells Fargo Foothill, LLC, a Delaware limited liability company, as successor collateral agent ("Successor Collateral Agent"); and

WHEREAS, in connection with the resignation of Existing Collateral Agent, Successor Collateral Agent has requested that Existing Collateral Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Intellectual Property Security Agreement to Successor Collateral Agent;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Collateral Agent, for good and adequate consideration described in the Resignation Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to Successor Collateral Agent, for the benefit of Secured Parties, all of the rights, title and interest of Existing Collateral Agent in, to and under the Intellectual Property Security Agreement.

2. Further Assurances. Existing Collateral Agent agrees to cooperate with Successor Collateral Agent, at the sole cost and expense of the Grantors, and take all actions reasonably requested by Successor Collateral Agent in order to fully carry out the terms of this Assignment or to permit Successor Collateral Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Grantors shall pay all costs and expenses of Existing Collateral Agent and Successor Collateral Agent, including the fees and expenses of counsel to the Existing Collateral Agent and Successor Collateral Agent, in connection with the performance of this Assignment.

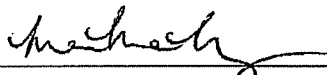
4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

"EXISTING COLLATERAL AGENT":

THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York),
a New York banking corporation,
in its capacity as Existing Collateral Agent

By: 
Name: MEIME NG
Title: ASSISTANT VICE PRESIDENT

"SUCCESSOR COLLATERAL AGENT":

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company,
in its capacity as Successor Collateral Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

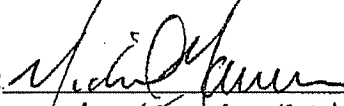
"EXISTING COLLATERAL AGENT":

THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York),
a New York banking corporation,
in its capacity as Existing Collateral Agent

By: _____
Name: _____
Title: _____

"SUCCESSOR COLLATERAL AGENT":

WELLS FARGO Foothill, LLC,
a Delaware limited liability company,
in its capacity as Successor Collateral Agent

By:  _____
Name: Michael Carman
Title: Vice President

SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No./ (Application No.)</u>
ORION	USA	(76/563,595)
SOLARWINDS	USA	2,917,050
ORION	CANADA	(1252199)
SOLARWINDS	CANADA	(1252198)

Trademark Licenses

None

SCHEDULE 2
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

Copyrights

<u>Registered Title</u>	<u>Registration Number</u>
SolarWinds.Net: network management tools	TXu001101145

Copyright Licenses

1. License Agreement, dated August 14, 2001, between SolarWinds.Net, Inc. and Cogentric, Inc.
2. Agreement for Licenses Software and Support, dated October 30, 2001, between SolarWinds.Net, Inc. and Charter Communications Holding Company, LLC
3. Software License Agreement, dated December 28, 2001, between SolarWinds.Net, Inc. and Tom Sawyer Corporation.

SCHEDULE 3
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

Patents

None.

SCHEDULE 4
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

Trade Secrets

None.

SCHEDULE 5
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

Intellectual Property Licenses

None.