

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Full Armor Corporation		03/17/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	NetIQ Corporation
Street Address:	3553 North First Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2449008	FAZAM
Registration Number:	2464028	FAZAM 2000

CORRESPONDENCE DATA	
Fax Number:	(650)833-2001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650 833-2170
Email:	tmfilings@graycary.com
Correspondent Name:	Allyn Taylor, Esq.
Address Line 1:	2000 University Avenue
Address Line 2:	Gray Cary
Address Line 4:	East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	2502575-200
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NAME OF SUBMITTER:	Karl W. Hamel
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Total Attachments: 2
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TRADEMARK

ASSIGNMENT OF TRADEMARK

WHEREAS, Full Armor Corporation, a Delaware Corporation, with a principal place of business at 129 South Street, Second Floor, Boston, Massachusetts 02111 (hereinafter "Assignor"), is the owner of the following trademarks (collectively the "Marks") set forth below:

<u>Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
FAZAM	2,449,008	May 8, 2001
FAZAM 2000	2,464,028	June 26, 2001

WHEREAS NetIQ Corporation, a corporation organized and existing under the laws of the State of California, having its principal place of business at 3553 North First Street, San Jose, California 95134, (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in the above-referenced marks and said registrations (collectively the "Marks");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title, and interest in and to said Marks and said registrations therefore in the United States together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to recover for damages and profits for past infringements thereof, if any.

Assignor represents and warrants that Assignor owns all right, title and interest in and to said Marks and said registrations, free and clear of all liens and encumbrances. The sale, transfer, assignment and delivery of said Marks and said registrations will transfer to Assignee full legal title to said Marks and said registrations, free and clear of all liens and encumbrances.

The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the Marks assigned, whether in connection with any registration of such title or otherwise.

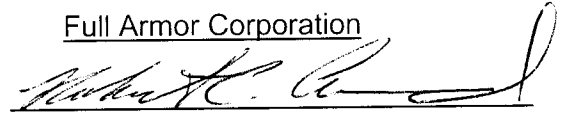
The Assignor shall indemnify the Assignee against all and any loss, damages and costs sustained by the Assignee arising out of (1) any breach of the Assignor of any of its representations and warranties, or (2) ownership of said Marks prior to the effective date of this Assignment. At the request of the Assignee, Assignor shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to resist any action, claim or proceedings brought against the Assignee as a consequence of any such breach or the Assignor's prior ownership of the said Marks.

Assignor, hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Marks that may have accrued in Assignor's favor from the respective date of first use of any of the Marks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 17th day of March, 2004.

Full Armor Corporation

By:



Print:

Robert Almond

Title:

Chief Operating Officer

Stuart J. Sanchez
Notary Public
My Commission Expires 5/29/09