

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuvo Network Management Inc.		06/07/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Nebula, Inc.		
Street Address:	471 Emerson Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2392548	NEBULA	
CORRESPONDENCE DATA			
Fax Number:	6508332001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650.833.2373		
Email:	dash.mclean@dlapiper.com		
Correspondent Name:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303-2215		
ATTORNEY DOCKET NUMBER:	379969-104 PAM		
NAME OF SUBMITTER:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Signature:	/Paul A. McLean/		
Date:	06/08/2012		

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Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the date last executed by the parties below (the "Effective Date"), by and between NUVO NETWORK MANAGEMENT INC. ("Assignor"), a company organized and existing under the laws of Canada, with a principal place of business at 401 Congress Avenue, Suite 2650, Austin, TX 78701, and NEBULA, INC. ("Assignee"), a company organized and existing under the laws of the state of Delaware, with a principal place of business at 471 Emerson Street Palo Alto, CA 94301.

### RECITALS

- A. Assignor is the owner of all right, title and interest in, to and under the trademark NEBULA and the underlying registrations therefor, namely those listed in Schedule A hereto (the "Marks").
- B. Assignor has agreed to sell, assign, transfer and convey to Assignee all its right, title and interest in, to and under the Marks, including all common law rights, and all the goodwill of the business associated therewith; and,
- C. Assignee desires to purchase, acquire and accept all right, title and interest of Assignor in, to and under the Marks.

### AGREEMENT

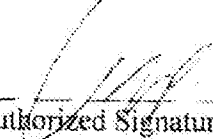
NOW, THEREFORE, for the total sum of  
and other good and valuable consideration, the receipt and sufficiency of which  
is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all the right, title and interest of Assignor in, to and under:
  - a. the Marks;
  - b. the goodwill of the business associated with the use of the Marks;
  - c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Marks; and
  - d. all other rights, including common law rights, relating to the Marks, each to held and enjoyed by the Assignee for its own use and benefit and for the use and

benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Transfer. Assignor hereby authorizes the Commissioner of Patent and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and/or non-U.S. national or regional intellectual property offices, to transfer ownership of all registrations and applications for the Marks to the Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment, and to issue to Assignee all registrations that may issue with respect to any application for a trademark or service mark included in the Marks.
3. Further Assurances. Assignor covenants and agrees with Assignee that Assignor will execute and deliver to Assignee, without additional consideration, all such further instruments and take, or cause to be taken, such other action as Assignee may reasonably request to register this Assignment at the appropriate registries.
4. Representations and Warranties. Except as to Assignor's specific representation and warranty that it is the lawful and sole owner of the Marks, no third party has any interest in the Marks and it has the legal ability to convey the same through this Assignment to Assignee, neither Assignor nor Assignee makes any representations or warranties with respect to the Marks except as expressly set forth herein.
5. Severability. The invalidity of any provision of this Assignment or a portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision.
6. Binding Effect. This Assignment shall be for the benefit of and be binding upon the parties hereto, and their successors and assignees. Nothing in this Assignment, express or implied, shall confer on a person other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligation or liabilities under or by reason of this Assignment, including third-party beneficiary rights.
7. Amendments. This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.
8. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

**ASSIGNOR**  
Nuvo Network Management Inc.

  
Authorized Signature

Andrew S. Price  
Printed Name

Chief Financial Officer  
Title

5/21/2012  
Date

**ASSIGNEE**  
Nebula, Inc.

  
Authorized Signature

Chris C. Kemp  
Printed Name

CEO  
Title

5/17/12  
Date

**SCHEDULE A**

<b>Country</b>	<b>Mark</b>	<b>Reg./App. No.</b>
Canada	NEBULA	TMA512167
Canada	NEBULA - CAPACITY PLANNING & PERFORMANCE SYSTEM (CPPS)	TMA483285
Canada	NEBULA - INFORMATION DISTRIBUTION SYSTEM (IDS)	TMA482953
Canada	NEBULA - NETWORK MANAGEMENT SYSTEM (NMS)	TMA482835
India	NEBULA	1020862
United States	NEBULA	2392548

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