

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhino Software, Inc.		08/29/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	SolarWinds Worldwide, LLC		
Street Address:	7171 Southwest Parkway, Building 400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2947078	ALLEGROSURF	
Registration Number:	2389730	FTP VOYAGER	
Registration Number:	4264035	RHINOSOFT	
Registration Number:	3422474	SERV-U	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	8665308100		
Email:	trademarks@solarwinds.com		
Correspondent Name:	Jennifer Zador		
Address Line 1:	7171 Southwest Parkway, Building 400		
Address Line 4:	Austin, TEXAS 78735		
NAME OF SUBMITTER:	Jennifer Zador		
SIGNATURE:	/Jennifer Zador/		
DATE SIGNED:	12/03/2019		
Total Attachments: 4			
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source=Rhino Software IP Assignment#page2.tif			
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OP \$115.00 2947078

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is effective as of August 29, 2019 (the "Effective Date"), by and between Rhino Software, Inc., a Wisconsin corporation ("Assignor") and SolarWinds Worldwide, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee are parties to that certain Agreement and Plan of Merger and Reorganization, dated as of December 14, 2012 (the "Merger Agreement"), pursuant to which Assignee has purchased from Assignor, and Assignor has transferred and assigned to Assignee, the Assets (as defined in the Merger Agreement), including the specific trademarks, copyrights, patents, and domain names (hereafter referred to collectively as "Intellectual Property"), listed on **Schedule A**, which is attached hereto, together with the goodwill associated therewith;

WHEREAS Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor's assignment of its rights pursuant to the Merger Agreement;

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


1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Intellectual Property worldwide, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Assignor agrees to take all actions reasonably requested by Assignee to convey the Intellectual Property from Assignor to Assignee.

IN WITNESS WHEREOF, Assignor caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

SOLARWINDS WORLDWIDE, LLC

RHINO SOFTWARE, INC.

By: 
Name: J. Barton Kalsu
Title: EVP, CFO and Treasurer

By: _____
Name: Jason Bliss
Title: Director and Secretary

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SOLARWINDS WORLDWIDE, LLC

RHINO SOFTWARE, INC.

By: _____

Name: J. Barton Kalsu

Title: EVP, CFO and Treasurer

By: 

Name: Jason Bliss

Title: Director and Secretary

TRADEMARK

REEL: 006807 FRAME: 0808

SCHEDULE A

TRADEMARKS:

Mark	Country	Registration No. Registration Date	Application No. Application Date	Status
ALLEGROSURF	U.S.	2,947,078 05/10/2005	76/033,727 04/19/2000	Expired
FTP VOYAGER	U.S.	2,389,730 09/26/2000	75/781,801 08/23/1999	Registered
RHINOSOFT	U.S.	4,264,035 12/25/2012	85/616,978 05/04/2012	Expired
SERV-U	U.S.	3,422,474 05/06/2008	77/263,152 08/23/2007	Registered

COPYRIGHTS:

Title	Country	Registration No.	Registration Date
Serv-U Computer Software Version 5	U.S.	TX0007614173	10/19/2012
Serv-U Computer Software Version 6	U.S.	TX0007558280	06/27/2012
Serv-U Computer Software Version 7	U.S.	TX0007557425	06/27/2012
Serv-U Computer Software Version 8	U.S.	TX0007614169	10/19/2012
Serv-U Computer Software Version 9	U.S.	TX0007614557	10/19/2012
Serv-U Computer Software Version 10	U.S.	TX0007614566	10/19/2012
Serv-U Computer Software Version 11	U.S.	TX0007614560	10/19/2012
Serv-U Computer Software Version 12	U.S.	TX0007614564	10/19/2012

SCHEDULE A (Continued)

REGISTERED DOMAIN NAMES:

Domain
ftpexplorer.com
allegrosurf.com
dns4me.com
serv-u.com
rhinosoft.com
ftpvoyager.com