

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of June 15, 2009 (the “Effective Date”) by and between Julian Hein, an individual (“Assignor”) and Nagios Enterprises, LLC, a Minnesota limited liability company (“Assignee”).

WHEREAS, Assignor owns all right, title, and interest in and to the German trademark registration for the NAGIOS mark, German Registration No. 306056410 (the “Registration”);

WHEREAS, Assignor acknowledges that Assignee is and always has been the true and rightful owner of the NAGIOS mark in Germany; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns to Assignee any and all right, title, and interest in and to the Registration, including all rights of priority, together with any and all goodwill of the business embodied in the Registration and the right to sue for past infringement by any third party.
2. Assignor agrees to execute all documents, papers, forms, and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Registration.
3. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Registration, and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Registration. Assignor further represents and warrants that, the Registration has not been abandoned.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

Signed: _____

Julian Hein
91126 Schwabach, DE