

DOMAIN NAME ASSIGNMENT

THIS DOMAIN NAME ASSIGNMENT (“Assignment”) is made and entered into this 15th day of June 2009 (the “Effective Date”), by and between Netways GmbH, a German corporation, Julian Hein, an individual (collectively “Assignors”) and Nagios Enterprises, LLC, a Minnesota limited liability company (“Assignee”). Assignors and Assignee are collectively referred to as the “Parties.”

WHEREAS, Assignors are the owner of the following domains:

1	nagcon.com	39	nagioscon.com
2	nagcon.de	40	nagioscon.de
3	nagcon.net	41	nagioscon.net
4	nagcon.org	42	nagioscon.org
5	nagex.de	43	nagiosconference.com
6	nagex.net	44	nagiosconference.de
7	nagex.org	45	nagiosconference.net
8	nagexchange.com	46	nagiosconference.org
9	nagexchange.de	47	nagiosexchange.com
10	nagexchange.net	48	nagiosexchange.de
11	nagexchange.org	49	nagiosexchange.net
12	nagios-blog.com	50	nagiosexchange.org
13	nagios-blog.de	51	nagiosforge.com
14	nagios-blog.net	52	nagiosforge.de
15	nagios-blog.org	53	nagiosforge.net
16	nagios-exchange.com	54	nagiosforge.org
17	nagios-exchange.de	55	nagiosforum.net
18	nagios-exchange.net	56	nagiosforum.org
19	nagios-exchange.org	57	nagiosgrapher.com
20	nagios-forum.com	58	nagiosgrapher.de
21	nagios-forum.net	59	nagiosgrapher.net
22	nagios-forum.org	60	nagiosgrapher.org
23	nagios-grapher.com	61	nagioskonferenz.de
24	nagios-grapher.de	62	nagiosportal.com
25	nagios-grapher.net	63	nagiosportal.de
26	nagios-grapher.org	64	nagiosportal.net
27	nagios-konferenz.de	65	nagiosportal.org
28	nagios-portal.net	66	nagiosschulung.de
29	nagios-schulung.de	67	nagiostraining.de
30	nagios-training.de	68	nagioswiki.org
31	nagios-wiki.com	69	nagkon.com
32	nagios-wiki.net	70	nagkon.de
33	nagios-wiki.org	71	nagkon.net
34	nagios.ag	72	nagkon.org
35	nagiosblog.com	73	netwaysnagioskonferenz.de
36	nagiosblog.de		
37	nagiosblog.net		
38	nagiosblog.org		

(the "Domains"), as listed in the records of the Whois database, and is the owner of all right, title, and interest therein;

WHEREAS, Assignors desire to convey, transfer, assign, deliver, and contribute to Assignee any and all of their rights, title, and interests in and to the Domains.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, the Parties agree as follows:

1. Assignment. Assignors hereby assign to Assignee all rights, title, and interests worldwide in and to the Domains, and all rights, interests, claims, and demands recoverable in law or in equity that Assignors have or may have in profits and damages for past, present, and future infringements and misappropriations thereof, including, but not limited to, the right to compromise, sue for, and collect said profits and damages. Assignors further agree, without additional consideration, to execute and deliver to Assignee any and all additional forms of assignment and other instruments and documents and take all additional action that may be necessary or desirable to transfer or evidence the transfer of the Domains from Assignors to Assignee including, but not limited to, agreeing to the transfer of the Domains when requested by Assignors' registrars.
2. Top Level Domains .com, .net, and .org. Assignors agree that within seven (7) days following the Effective Date of this Assignment, they will unlock the Domains and provide Assignee with the authorization codes for the Domains.
3. Top Level Domains .ag and .de. With respect to the .ag and .de top level domains, Assignors agree that within seven (7) days following the Effective Date of this Assignment to change the Whois information to the following:

Registrant Contact:

Dr. Roberto Kunz-Hallstein
Galeriestrasse 6A
Munich 80539
GERMANY

Technical Contact:

Nagios Enterprises, LLC
Ethan Galstad
Fax: 1.8886244671
E-mail: whois@nagios.com
P.O. Box 8154
Saint Paul, MN 55108
US

Administrative Contact:

Nagios Enterprises, LLC
Ethan Galstad
Fax: 1.8886244671
E-mail: whois@nagios.com
P.O. Box 8154
Saint Paul, MN 55108
US

4. Miscellaneous. No modification or waiver of any of the provisions of this Assignment will be valid unless in writing and signed by the Parties. This Assignment will be

binding on, and will inure to the benefit of, the Parties, their successors, and permitted assigns of the Parties. Assignee may assign this Assignment without Assignors' permission. In the event that any provision of this Assignment is held to be unenforceable under applicable law, this Assignment will continue in full force and effect without such provision and will be enforceable in accordance with its terms. Photocopies and facsimile signatures are deemed originals in all cases. Any term of this Assignment may be amended and observance of any term of this Assignment may be waived only with the written consent of the party bound by, or benefiting from (as applicable), the term to be amended or waived, respectively. This Assignment shall be deemed to have been made in the State of Minnesota and shall be governed by, construed and interpreted in accordance with the laws of the State of Minnesota without regard to its conflict of laws principles. With respect to any dispute, controversy, or claim arising out of or relating to this Assignment or the relationship between the Parties, the Parties agree and consent to jurisdiction of and exclusive venue in the United States District Court, District of Minnesota, Fourth Division or in the Minnesota State Court, Hennepin County, Fourth Judicial District. This Assignment constitutes the entire agreement and understanding between the Parties and supersedes and replaces all prior agreements and understandings between and among the Parties.

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

NETWAYS GMBH (ASSIGNOR)

Julian Hein

Title: _____

ASSIGNOR

Julian Hein