

06-09-2000



R 101378062
COVER SHEET
TRADEMARKS ONLY

05/17/00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
03 18 99

Conveying Party

Mark if additional names of conveying parties attached

Name DIRECT TECHNOLOGY LIMITED

Execution Date
Month Day Year
03 18 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization ENGLAND

Receiving Party

Mark if additional names of receiving parties attached

Name COMPUWARE CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 31440 NORTHWESTERN

Address (line 2) _____

Address (line 3) FARMINGTON HILLS
City

MICHIGAN
State/Country

48334-2564
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization MICHIGAN

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/07/2000 JSHABAZZ 00000224 1928877

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,928,877"/>	<input type="text" value="1,930,408"/>	<input type="text" value="2,272,500"/>
<input type="text" value="2,028,200"/>	<input type="text" value="2,070,353"/>	<input type="text" value="2,082,013"/>
<input type="text" value="2,125,968"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

BREWSTER TAYLOR

Name of Person Signing

Brew Taylor

Signature

5/16/2000

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS made on 18 March 1999.

BETWEEN

DIRECT TECHNOLOGY LIMITED (company no. 01530966), a company incorporated in England whose registered office is at 163 Bath Road, Slough, Berkshire SL1 4AA, United Kingdom (*Assignor*) and

COMPUWARE CORPORATION a Michigan corporation in the United States whose principal place of business is at 31440 Northwestern, Farmington Hills, Michigan 48334-2564 (*Assignee*)

WHEREAS

- A. The Assignor is the beneficial owner of the Intellectual Property rights, and is the applicant or the registered proprietor of the Registered Rights.
- B. The Assignor and the Assignee acknowledge that in agreeing to the consideration for the assignment of the Intellectual Property Rights, no account whatsoever has been taken of any claims or potential claims for breach of warranty or misrepresentation.

IT IS AGREED AS FOLLOWS:

1. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

Intellectual Property Rights means such rights as are owned by the Assignor in patents, trade marks, service marks, trade names, design rights, registered designs, copyright (including rights in computer software, databases, logic diagrams, flowcharts, orthographic representations, algorithms, routines, subroutines, utilities, modules, file structures, coding sheets, coding source code listings, functional specifications, program specifications whether in eye-readable or machine-readable form) and moral rights, rights in know-how and confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world, including without limitation, those software products/technologies known or traded as QARun (16 bit), QAPlan/QA Track, Automator MI, QAEntry, QASstress, Automator for WIN, and QANavigator;

IPR Agreements means agreements or arrangements, including marketing or distribution agreements, which relate (wholly or in part) to the Intellectual Property Rights;

Registered Rights means any Intellectual Property Rights which are the subject of registration or application for registration with the competent authority in any jurisdiction.

2. In consideration of the sum of US\$1,773,533 (one million seven hundred and seventy three thousand US dollars) the Assignor hereby assigns with full title guarantee to the Assignee, free from any third party liens, charges or encumbrances, subject only to the terms and conditions of the IPR Agreements, all its rights, title and interest in the Intellectual Property Rights and, in relation to such of the Intellectual Property Rights as are applications for registration, to the intent that the grant of any registered intellectual property rights pursuant to them shall be made in the name of and vest in the Assignee, together with all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Intellectual Property Rights which may have occurred prior to the date of this Assignment and to retain any damages obtained as a result of any such action.
3. The Assignor shall execute such further documents and do such further acts as the Assignee may reasonably request from time to time at the Assignee's expense by way of further assurance of the rights assigned pursuant to the provisions of this Assignment and as may be necessary to assist in the resolution of any question or proceedings concerning the rights assigned pursuant to the provisions of this Assignment.
4. This Assignment shall be governed by and construed in accordance with laws of the State of Michigan without giving effect to its conflict of laws provisions. Both parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of the State of Michigan in relation to any dispute arising out of this assignment and the Assignor irrevocably appoints Mr. Thomas Costello, Jr. of Compuware Corporation, Legal Department, 321440 Northwestern Highway, Farmington Hills, Michigan, 48334-2564, (fax no. (248) 737-7690) as its agent for service of process.

IN WITNESS WHEREOF this agreement has been executed by the duly authorised representatives of the parties the day and year first above written.

Signed by
For and on behalf of
DIRECT TECHNOLOGY LIMITED
in the presence of

Anna P. Baylerian

)
) *Thomas Costello*
)
)

Signed by
For and on behalf of
COMPUWARE CORPORATION
in the presence of

[Signature]

) *[Signature]*
)
)
)