

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Compuware Corporation		05/29/2009	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Micro Focus (IP) Limited
<b>Street Address:</b>	The Lawn
<b>Internal Address:</b>	22-30 Old Bath Road
<b>City:</b>	Newbury, Berkshire, RG14
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	1QN
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2899163	CARS
Registration Number:	2861733	APPLICATION QUALITY WORKBENCH
Registration Number:	3140734	QUALITY MATURITY MODEL
Registration Number:	2308903	QUALITYPOINT
Registration Number:	2184139	BOUNDSCHECKER
Registration Number:	3050869	DEVPARTNER
Registration Number:	2615285	DEVPARTNERDB
Registration Number:	3050839	DEVPARTNER FAULT SIMULATOR
Registration Number:	3050811	DEVPARTNER SECURITYCHECKER
Registration Number:	2400538	DRIVER:STUDIO
Registration Number:	2961853	OPTIMALADVISOR
Registration Number:	2205534	SOFTICE
Registration Number:	3264766	OPTIMAL TRACE

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Registration Number:	2272500	QACENTER
Registration Number:	3006952	QADIRECTOR
Registration Number:	2167333	QALOAD
Registration Number:	2070353	QARUN
Registration Number:	2444185	WEBCHECK
Registration Number:	2591002	RECONCILE
Registration Number:	2611420	TESTPARTNER
Registration Number:	2527294	TRACKRECORD

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: susan.zablocki@kirkland.com  
Correspondent Name: Susan Zablocki  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 153 East 53rd Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 39572-14

**DOMESTIC REPRESENTATIVE**

Name: John Lynn  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 555 California Street  
Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER: Susan Zablocki

Signature: //susan zablocki//

Date: 06/02/2009

Total Attachments: 9  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of May 29, 2009 ("Closing Date") by and between Compuware Corporation, a Michigan corporation, with its principal office at One Campus Martius, Detroit, MI 48226 ("Assignor"), and Micro Focus (IP) Limited, a private company limited by shares, incorporated under the laws of England and Wales, with its principal office at The Lawn, 22-30 Old Bath Road, Newbury Berkshire RG14 1QN, UK ("Assignee").

**WHEREAS**, Assignor and Micro Focus Holdings Limited are parties to that certain Asset Purchase Agreement dated May 5, 2009 (the "APA");

**WHEREAS**, pursuant to the APA, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of, the United States trademark registrations set forth on Schedule A, the United States applications for trademark registration set forth on Schedule B, the foreign trademark registrations set forth on Schedule C, and the foreign applications for trademark registration set forth on Schedule D, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to Assignor), take reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition,

infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*



Micro Focus (IP) Limited

By: 

Name: MICHAEL BERRY

Title: DIRECTOR

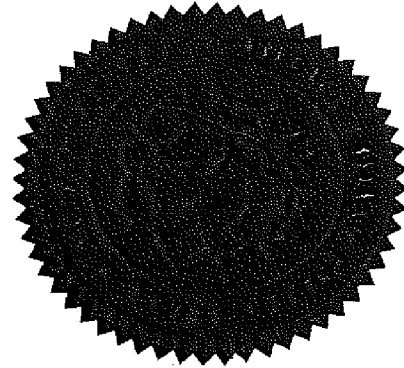


RICHARD W S DRAKE

NOTARY PUBLIC

27 May 2009

Dickins Hopgood Chidley LLP  
The Old School House  
42 High Street  
Hungerford  
Berkshire RG17 0NF UK



*(Trademark Assignment)*

**SCHEDULE A**  
**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2,899,163	11/2/2004	CARS
2,861,733	7/6/2004	Application Quality Workbench
3,140,734	9/5/2006	Quality Maturity Model
2,308,903	1/18/2000	Quality Point
2,184,139	8/25/1998	BOUNDSCHECKER
3,050,869	1/24/2006	DevPartner
2,615,285	9/3/2002	DevPartnerDB
3,050,839	1/24/2006	DevPartner Fault Simulator
3,050,811	1/24/2006	DevPartnerSecurity Checker
2,400,538	10/31/2000	Driver:Studio
2,961,853	6/14/2005	OptimalAdvisor
2,205,534	11/24/1998	SOFTICE
3,264,766	7/17/2007	Optimal Trace
2,272,500	8/24/1999	QACenter
3,006,952	10/18/2005	QADirector
2,167,333	6/23/1998	QALoad
2,070,353	6/10/1997	QARun
2,444,185	4/17/2001	WEBCHECK
2,591,002	7/9/2002	Reconcile
2,611,420	8/27/2002	TESTPARTNER
2,527,294	1/8/2002	TRACKRECORD

**SCHEDULE B**  
**U.S. TRADEMARK APPLICATIONS**

None.



**SCHEDULE C**  
**FOREIGN TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Registration No.</b>	<b>Application / Registration Date</b>	<b>Mark</b>
Australia	876287	03/12/2002	DB Partner
Switzerland	491524	11/15/2001	DB Partner
Australia	883871	06/06/2002	DevPartner
Community (OHIM)	2314177	09/27/2002	DevPartner
Hong Kong	B2322/2003	02/20/2003	DevPartner
Israel	151134	01/02/2003	DevPartner
Japan	4590283	07/26/2002	DevPartner
Norway	214659	07/11/2002	DevPartner
Republic of Korea	537428	12/16/2002	DevPartner
Singapore	T01/11492F	04/28/2003	DevPartner
Switzerland	491935	11/22/2001	DevPartner
Australia (Madrid Protocol)	925299	07/05/2007	Optimal Trace
China (Madrid Protocol)	925299	07/05/2007	Optimal Trace
Japan (Madrid Protocol)	925299	07/05/2007	Optimal Trace
Madrid Protocol	925299	07/05/2007	Optimal Trace
Norway (Madrid Protocol)	925299	07/05/2007	Optimal Trace
Republic of Korea (Madrid Protocol)	925299	07/05/2007	Optimal Trace
Switzerland (Madrid Protocol)	925299	01/19/2007	Optimal Trace
Turkey (Madrid Protocol)	925299	01/19/2007	Optimal Trace
United Kingdom	2029492	06/07/1996	QAcenter
United Kingdom	2029481	06/28/1996	QARun

Australia	881367	06/18/2002	TestPartner
Community (OHIM)	1588722	01/30/2002	TestPartner
Hong Kong	B05109/2003	03/31/2003	TestPartner
Israel	150627	01/02/2003	TestPartner
Japan	4590264	07/26/2002	TestPartner
Norway	215088	07/11/2002	TestPartner
Singapore	T01/10032A	04/10/2003	TestPartner
Switzerland	496242	03/21/2001	TestPartner

**SCHEDULE D**  
**FOREIGN TRADEMARK APPLICATIONS**

<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Mark</b>
Community (OHIM)	5217583	07/24/2006	Optimal Trace
Israel	197190	01/23/2007	Optimal Trace
Israel	197189	01/23/2007	Optimal Trace
New Zealand	762376	01/23/2007	Optimal Trace
Philippines	4-2007-000702	01/23/2007	Optimal Trace
Singapore	T07/15111D	01/19/2007	Optimal Trace