

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilgraeve Incorporated		02/01/2008	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Compuware Corporation		
Street Address:	1 Campus Martius		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2543539	HYPERSEND	
Registration Number:	3203920	HYPERGUARD	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248.566.8406		
Email:	TMDocketing@honigman.com		
Correspondent Name:	Anessa Owen Kramer		
Address Line 1:	38500 Woodward Avenue		
Address Line 2:	Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5048		
ATTORNEY DOCKET NUMBER:	15313-311953		
NAME OF SUBMITTER:	Anessa Owen Kramer		
Signature:	/Anessa Owen Kramer/		

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**TRADEMARK
 REEL: 004589 FRAME: 0687**

Date:

07/22/2011

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of February 1, 2008, is entered into by and among Hilgraeve, Inc., a Michigan corporation ("Assignor") and Compuware Corporation, a Michigan corporation ("Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of the following trademark/service marks, and all registrations granted or registration applications relating thereto pending in the United States Patent and Trademark Office, as listed on EXHIBIT A attached hereto and made a part hereof (the "Trademarks").

WHEREAS, Assignor has also adopted, used, is using and is the owner of the following copyrights as listed on EXHIBIT A attached hereto and made a part hereof (the "Copyrights").

WHEREAS, Assignor has also adopted, used, is using and is the owner of the assets which are being sold under the Asset Purchase Agreement between Assignor and Assignee, dated February 1, 2008 ("Purchase Agreement") and all inventions, processes, methods, developments, and improvements related thereto, and all patents, divisionals, continuations, continuations-in-part, reissues, reexaminations or extensions arising therefrom (collectively, "Patents"), including without limitation those identified on EXHIBIT A and made a part hereof.

WHEREAS, Assignee, is desirous of acquiring said Trademarks, Patents and Copyrights and all goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor shall, and hereby does, assign, transfer and deliver to Assignee, its successors and assigns, all right, title and interest in the United States and throughout the world in, to and under the Trademarks, Patents and Copyrights except as otherwise provided for herein; together with the goodwill of the business symbolized by the Trademarks; and together with the right to sue and receive damages for past and future infringements thereof and to stand in the place of Assignor in all matters related thereto.

Assignor also shall, and hereby does, assign to Assignee, its successors and assigns, all foreign rights in and to the Patents in all patent-granting countries of the world, and further agrees at the sole expense of Assignee to execute any and all applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect and protect such rights of whatever nature.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any Patents or Trademark-related registrations to Assignee, the same to be held and enjoyed by Assignee for its own use, and for the use of its legal representatives, to the full term for which such Patents or Trademark-related registrations have been granted a fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby authorizes and requests the Register of Copyrights to issue any Copyright-related registrations to Assignee, the same to be held and enjoyed by Assignee for its own use, and for the use of its legal representatives, to the full term for which such Copyright-related registrations have been granted as fully and entirely as the same would have been held by Assignor had this assignment not been made.

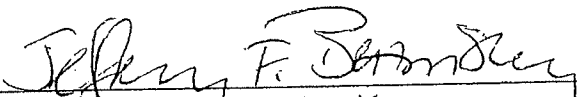
Assignee acknowledges that Assignor is retaining a two year license to use the HyperGuard mark as currently used in Assignor's HyperACCESS product. This relates to the cancelled HyperGuard Trademark registered by Assignor (registration number; 1955740) which Assignor is retaining as an Excluded Asset. Hilgraeve will cease using the HyperGuard mark in HyperAccess two years after the Closing Date at which time the license to use the mark shall terminate.

Assignor does hereby further covenant and agree that it will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor, its successors and assigns, will at any time upon request without further additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors, and assigns, may reasonably determine as necessary or desirable in the perfection, defense, and enjoyment of this grant, including without limitation any proceedings or transactions involving such Copyrights, Trademarks or Patents.

Signed as of this 1st day of February, 2008.

HILGRAEVE, INC.

a Michigan corporation

By: 
Jeffery F. Beamsley, President

Signature Page to Intellectual Property Assignment

EXHIBIT A

Trademarks

Trademark

1. HYPERSEND

Filing Date: 4/18/00, Application Number: 78/033732, Registration Number: 2543539,
Registration Date: 2/26/02, Renewal Due: 2/26/12, Affidavit Due: 2/26/08

2. HYPERGUARD

Filing Date: 3/31/06, Application Number: 78/851593, Serial Number: 78851598,
Registration Number: 3203920, Registration Date: 1/30/07, Goods: Class 36

Copyrights

Copyrights (By use only. Not filed with the United States Copyright Office):

1. HyperSend
2. HyperSend PDX
3. HyperBridge
4. HyperGuard
5. HyperGate
6. HyperHawk

Patents

Any patentable rights which may arise from the Assets identified in Schedule 2.1 of the Purchase Agreement.