

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIER LTD.		10/06/2007	private company: ISRAEL
RECEIVING PARTY DATA			
Name:	SAP SE		
Street Address:	DIETMAR-HOPP-ALLEE 16		
City:	WALLDORF		
State/Country:	GERMANY		
Postal Code:	69190		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3720232	ACTIVE CONTEXT TRACKING	
Registration Number:	3218410	COREFIRST	
Registration Number:	3152485	OPTIER	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-856-8124		
Email:	ip@brownrudnick.com		
Correspondent Name:	ROBERT J. TOSTI		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 2:	BROWN RUDNICK LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28553/27		
NAME OF SUBMITTER:	Robert J. Tosti		
SIGNATURE:	/Robert J. Tosti/		
DATE SIGNED:	10/22/2014		
Total Attachments: 8			
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ASSIGNMENT

WHEREAS, OpTier Ltd. (in receivership), an Israeli private company, company number 513422337, with registered office in 14 Abba Hillel St., Ramat Gan 52506, Israel ("Assignor") is the owner of certain Assets (defined below); and

WHEREAS, SAP SE, registered with the commercial register of the local court of Mannheim, Germany, under HRB 719915, with registered office in Walldorf, Germany, and business address at Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany ("Assignee") is desirous of acquiring the entire right, title and interest in and to the said Assets in any and all countries;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, under that certain Asset Purchase Agreement dated July 14th, 2014 ("APA"), and intending to be legally bound hereby, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell assign, transfer and set over to said Assignee and its successors, assigns, and legal representatives, the entire right, title and interest that exists today and may exist in the future in and to any of the assets identified in the APA, including all Intellectual Property (defined below) related thereto and including without limitation the items in the list below ("Assets"), to the full end of the term for which said Assets may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

- a. Australian Patent 2005249056;
- b. Chinese Patent ZL 200580025893.4;
- c. European Patent 1603307 validated before the national patent offices in France, Ireland, Germany, United Kingdom, Spain, Italy, Sweden, Switzerland and Netherlands;
- d. US Patent 7,805,509;
- e. US Patent 8,214,495;
- f. US Patent Application 13/563,063;
- g. Canadian Patent 2503987;
- h. Israel Patent 167628;
- i. US Registered Trademarks 3720232, 3218410 and 3152485;
- j. European Registered Trademarks 006899462, 003765203, 003765161; and
- k. PCT application PCT/IL2014/050025

"Intellectual Property" means the rights associated with or arising out of any of the following: (1) domestic and foreign patents and patent applications, together with the right to

claim priority of said application, and with all reissuances, divisionals, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, and any identified invention disclosures ("Patents"); (2) trade secret rights and corresponding rights in confidential information and other non-public information (whether or not patentable), including ideas, formulas, compositions, inventor's notes, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information ("Trade Secrets"); (3) all copyrights, copyrightable works, rights in databases, data collections, "moral" rights, mask works, copyright registrations and applications therefor and corresponding rights in works of authorship ("Copyrights"); (4) all trademarks, service marks, logos, trade dress and trade names indicating the source of goods or services and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise), all registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith ("Trademarks"); (5) all Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the foregoing ("Domain Names"); and (6) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

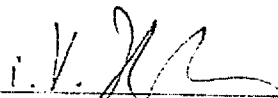
Assignor hereby grants the Assignee the full right to sue for and recover damages revocable for past infringement of the Assets, and for violation of provisional rights having arisen from any published application(s) for said Patents.

It is hereby covenanted that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith, and Assignor further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Assets in Assignee, and Assignor agrees to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths and generally to do everything reasonably possible to aid Assignee to obtain and enforce for its or their own benefit proper protection for said Assets in any and all countries, all at the sole cost and expense, however, of Assignee.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents, trademarks and other governmental grants or issuances as aforesaid, to issue to Assignee any and all Assets, including any and all Intellectual Property right that may be issued and granted on or as a result of any applications included in said Assets, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, have hereunto set our hands and affixed our seals the date set forth below.

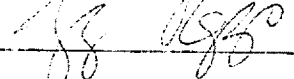
ASSIGNOR:

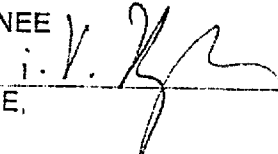


OpTier Ltd. (in Receivership)
By: SAP SE, as authorized by an irrevocable
Power of Attorney dated July 20, 2014 attached
herewith

By: Dr. Harald Hagedorn
Title: Senior IP Attorney

Date: 6. October, 2014

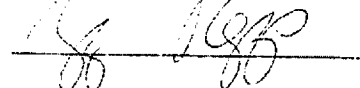
Witness Name Dr. Wolfgang Popp Signature 

ASSIGNEE


SAP SE,

By: Dr. Harald Hagedorn
Title: Senior IP Attorney

Date: 6. October, 2014

Witness Name Dr. Wolfgang Popp Signature 

אימות חתימתו של אדם בשם תאגיד
AUTHENTICATION OF SIGNATURE OF PERSON SIGNING ON BEHALF OF A BODY CORPORATE

אני הח"מ:

אליעזר שטינלאוף, נוטריון מרח' בגין 7, רמת - גן

מאשר כי היום 20/7/2014 ניצב לפני:
עו"ד רונן שלמה מטרי הנושא תעודת זהות ישראלית מס' 05831573-0
וחתם מרצונו החופשי על המסמך שלעיל המצורף והמסומן באות א'
ככונס נכסים לחברת אופטיר בע"מ (בכינוס נכסים).
ואני מאשר כי להוכחת רשות הנ"ל לחתום ככונס נכסים הוצג בפני
פסק דין מיום 22/5/2014 בתיק 42049-05-14 (בימ"ש מחוזי ת"א) וכן
החלטה מיום 18/7/2014 בבקשה מס' 6.
ולראיה הנני מאשר את חתימת החותם הנ"ל בחתימת ידי ובחותמי.

I the undersigned:

Eliezer Steinlauf, Notary At 7 begin st. Ramat-Gan , ISRAEL

Hereby certify that on July 20, 2014
there appeared before me

Ronen Shlomo Matry

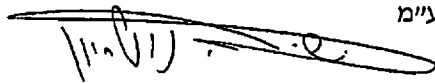
(bearer of an Israeli Identity No.05831573-0)

and signed of his own free will the attached document marked A
as the Receiver of the assets of Optier Ltd (in receivership).

And I certify that with a view to establishing the right of the above to sign
as the Receiver there has been produced to me a Judgement dated
22/5/2014 (file no. 42049-05-14 T-A District court) and a Court decision
dated 18/7/2014 (Application no. 6)

In witness whereof hereby authenticate his signature by
my signature and seal

תאריך: 20/7/2014 DATE:
מס' סידורי: 22/14 NO:
דמי נוטריון: 298 ש"ח + מע"מ



אליעזר שטינלאוף, נוטריון
ELIEZER STEINLAUF, NOTARY

NOTARY'S

SEAL

נוטריון

חותמת



TRADEMARK

REEL: 005385 FRAME: 0790



A

Irrevocable Power of Attorney

I, the undersigned, Mr. Ronen Matry, Adv. [I.D. No.058315730], in my capacity as Receiver of the assets of Optier Ltd. (in receivership) (respectively, the "Receiver" and the "Company"), hereby irrevocably empower and appoint SAP SE, registered with the commercial register of the local court of Mannheim, Germany, under HRB 719915, with registered office in Walldorf, Germany, and business address at Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany ("SAP SE"), as the Company's and myself true and lawful representative for the purpose of performing all or any part of the following activities and actions:

1. To take any and all actions, and to make, execute and sign, including in my name and/or the Company's name, all documents, instruments and notices (regulatory and other) as necessary, appropriate or required in order to give effect and to consummate the transfer of ownership and/or title and exclusive possession of all of the Company assets purchased by SAP SE under that certain Asset Purchase Agreement dated July 14th, 2014, entered into between SAP SE and the Receiver (the "APA"), including without limitation, with respect to the cancellation and/or removal of any pledges, liens (and the similar) registered over the Company assets purchased by SAP SE under the APA, and/or in order to effect the assignment of rights with respect to such assets from the Company to SAP SE (the "Purpose"). The list of the assets purchased by SAP SE under the APA is attached hereto as Appendix A.
2. To sign, file, submit, serve, accept and/or withdraw applications, declarations, statements, notices, pleadings and other writings of any kind, and to appear before any registrar, including without limitation any Registrar of Patents, Designs and Trade Marks and any other authority, whether judicial or administrative and in jurisdiction (domestic or foreign), and to take any and all actions and/or transact any business before or with such authorities as may be required in order to give effect to the transfer of ownership and/or title and exclusive possession of all of the Company assets purchased by SAP SE under the APA, including without limitation, with respect to cancellation and/or the removal of any pledges, liens (and the similar) registered over the Company assets purchased by SAP SE under the APA, and/or in order to effect the assignment of rights with respect to such assets from the Company to SAP SE.
3. To appoint any individual at SAP SE sole discretion, to act on its behalf and in its name under this Power of Attorney, with respect to the execution of this Power of Attorney and/or with the Purpose.
4. This Power of Attorney is irrevocable and it will remain in full force and effect in view of the fact that SAP SE rights are dependent on it.
5. Nothing in this power of attorney shall generate and/or incur any pecuniary liability or obligations upon the Receiver.
6. The Receiver is acting solely in his capacity as the Court appointed receiver of the assets purchased by SAP SE and not personally and shall bear no personal liability.

THUS SIGNED on this 20 day of July, 2014.

Ronen Matry, Adv.

Receiver of the assets of Optier Ltd. (in receivership)

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Appendix A

The Purchased Assets:

All Company Intellectual Property, including as referred to under Section 3 of the Data Room (including without limitation, all IP referred to under Schedule 4.11 as provided in the Data Room), including without limitation:

- Optier's propriety on-premise application performance management (APM) software
- Optier's BTM server software;
- Optier's APM SaaS (Light) software;
- Optier's Big Data Analytics software;
- OpTier Server software;
- OpTier Tier Extensions software;
- OpTier End User Experience Collector Tier Extension software (also known as Experience Manager);
- OpTier Always-on Advanced Analytics Module software (no longer active);
- Optier Management Server DBE software(no longer active);

Including without limitation:

- (1) All Company Intellectual Property rights associated with or related to the foregoing.
 - (2) All Company current versions of the foregoing and any future versions under development; and
 - (3) All Company computer software, programs and databases in any form, including Internet web sites, web content and links, source code, object code, operating systems and specifications, data, databases, database management code, utilities, graphical user interfaces, menus, images, icons, forms, methods of processing, software engines, platforms, development tools, library functions, compilers, and data formats, all versions, updates, corrections, enhancements and modifications thereof, and all related documentation, developer notes, comments and annotations related to the foregoing.
- All Company components required for the proper use and functionality of the Purchased Assets, including without limitation all Company's contractual rights and licenses with respect to any component embedded in, or used in connection with the Purchased Assets and/or which is necessary to the functionality of the aforementioned software (to the extent that such contractual rights and licenses are transferable).

Rom Math

RECORDED: 10/22/2014

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