

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDB Software, Inc.		01/22/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	BMC Software, Inc.		
Street Address:	2905 Bull St.		
City:	Savannah		
State/Country:	GEORGIA		
Postal Code:	31405		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2544426	CDB	
Registration Number:	2116110	CDB	
Registration Number:	3542201	NGT	
Registration Number:	3542202	NEXT GENERATION TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	9122363003		
<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:	9122363001		
Email:	nbelzer@belzerlaw.com		
Correspondent Name:	Nathan C. Belzer		
Address Line 1:	2905 Bull St.		
Address Line 4:	Savannah, GEORGIA 31405		
ATTORNEY DOCKET NUMBER:	BMC		
NAME OF SUBMITTER:	Nathan C. Belzer		
SIGNATURE:	/Nathan C. Belzer/		
DATE SIGNED:	02/11/2015		
Total Attachments: 8			
source=Executed Intellectual Property Assignment CDB Software, Inc#page1.tif			

OP \$115.00 2544426

source=Executed Intellectual Property Assignment CDB Software, Inc#page2.tif
source=Executed Intellectual Property Assignment CDB Software, Inc#page3.tif
source=Executed Intellectual Property Assignment CDB Software, Inc#page4.tif
source=Executed Intellectual Property Assignment CDB Software, Inc#page5.tif
source=Executed Intellectual Property Assignment CDB Software, Inc#page6.tif
source=Executed Intellectual Property Assignment CDB Software, Inc#page7.tif
source=Executed Intellectual Property Assignment CDB Software, Inc#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*"), dated as of January 22, 2015, is being entered into by and between BMC Software, Inc., a Delaware corporation ("*Assignee*"), and CDB Software, Inc., a Texas corporation ("*Assignor*"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "*Party*," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "*Parties*."

Assignor, Assignee and certain stockholders and affiliates of Assignor have entered into that certain Asset Purchase Agreement dated as of December 19, 2014 (the "*Purchase Agreement*").

Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee agrees to accept, all of Assignor's right, title and interest in and to the Transferred Intellectual Property, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the "*Patents*"), the Internet domain names set forth on the attached Schedule 2 (collectively, the "*Domain Names*"), the trademark(s) or service mark(s) applications and registrations set forth on the attached Schedule 3 (including all goodwill in such trademark(s) and service mark(s)) (collectively, the "*Trademarks*"), and all trade secrets in the Transferred Intellectual Property.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment and not otherwise defined herein that are defined in the Purchase Agreement have the meaning ascribed to them in the Purchase Agreement.

2. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) references to any Schedule, Section, subsection and other subdivision refer to the corresponding Schedules, Sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise; (d) references in any Section or definition to any clause means such clause of such Section or definition; (e) "hereunder," "hereof," "hereto" and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment; (f) the word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation"; (g) references to "days" are to calendar days; and (h) all references to money refer to the lawful currency of the United States. The Section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.

3. Assignment. Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee, all of Assignor's worldwide rights, title and interest and benefit in and to the Transferred Intellectual Property, together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Transferred Intellectual Property, including the goodwill of the businesses connected to the use of any of the Transferred Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Entity to record Assignee as owner of the Patents, Trademarks and Domain Names and of the entire title and interest in, to and under the same, for the use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignor shall take all steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Transferred Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto, and that such assignment is properly recorded.

5. Cooperation. Assignor hereby covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Transferred Intellectual Property) known to Assignor with respect to the Transferred Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of Assignee to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Transferred Intellectual Property and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of Assignor's obligations set forth in this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of Texas or any other jurisdiction).

7. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Assignment and any agreement or instrument entered into in connection with this Assignment, and any amendment hereto or thereto, by any of the Parties or any other Person may be evidenced by way of a facsimile, portable document format (.pdf)

Execution Version

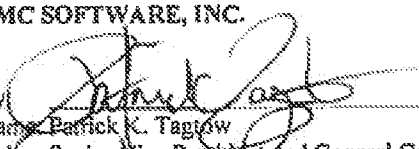
transmission or electronic production or reproduction, photostatic or otherwise, of such Party's or Person's signature, and such portable document format (.pdf), or electronic production or reproduction signature shall be deemed to constitute the original signature of such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNEE

BMC SOFTWARE, INC.

By: 
Name: Patrick K. Tagtow
Title: Senior Vice President and General Counsel

ASSIGNOR

CDB SOFTWARE, INC.

By: _____
Name: Richard E. Barry
Title: President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first above written.

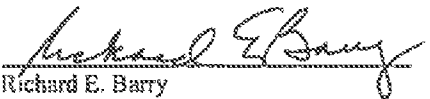
ASSIGNEE

BMC SOFTWARE, INC.

By: _____
Name: Patrick K. Tagtow
Title: Senior Vice President and General Counsel

ASSIGNOR

CDB SOFTWARE, INC.

By: 
Name: Richard E. Barry
Title: President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT

Schedule 1

Patents

<u>Patent Number</u>	<u>Jurisdiction</u>	<u>Description</u>	<u>Grant Date</u>
5517641	United States	Restartable method to reorganize DB2 tablespace records by determining new physical positions for the records prior to moving using a non sorting technique	December 7, 1993, 2002
5758357	United States	Fast DB2 tablespace reorganization method that is restartable after interruption of the process	January 19, 1996
5408654	United States	Method to reorganize an index file without sorting by changing the physical order of pages to match the logical order determined from the index structure	May 27, 1992
5887274	United States	Restartable fast DB2 tablespace reorganization method	December 18, 1997

SCHEDULE 1 TO
INTELLECTUAL PROPERTY ASSIGNMENT

US 3162240v.1

TRADEMARK
REEL: 005457 FRAME: 0839

Schedule 2

Domain Names

www.cdbsoftware.com

SCHEDULE 2 TO
INTELLECTUAL PROPERTY ASSIGNMENT

US 3162246v.1

TRADEMARK
REEL: 005457 FRAME: 0840

Schedule 3

Trademarks

<u>U.S. Registration Number</u>	<u>Mark</u>	<u>US Serial Number</u>	<u>Registration Date</u>
2544426	CDB Logo	76124906	March 5, 2002
2116110	CDB	75201203	November 25, 1997
3542201	NGT	77359477	December 2, 2008
3542202	Next Generation Technology	77359527	December 2, 2008

SCHEDULE 3 TO
INTELLECTUAL PROPERTY ASSIGNMENT

US 3162240v.1

TRADEMARK

RECORDED: 02/11/2015

REEL: 005457 FRAME: 0841