

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keynote Systems, Inc.		12/15/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance, LLC
Street Address:	520 Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2503133	CUSTOMERSCOPE
Registration Number:	2849954	CUSTOMER EXPERIENCE RANKINGS
Registration Number:	3809211	FLEXUSE
Registration Number:	2163063	KEYNOTE
Registration Number:	3715270	KEYNOTE
Registration Number:	2842930	KEYNOTE
Registration Number:	3147424	KEYNOTE RED ALERT
Registration Number:	2853506	KEYNOTE THE INTERNET PERFORMANCE AUTHORI
Registration Number:	3677139	K KEYNOTE THE MOBILE & INTERNET PERFORMA
Registration Number:	3677138	K KEYNOTE THE MOBILE & INTERNET PERFORMA
Registration Number:	2853454	MYKEYNOTE
Registration Number:	2442941	PERSPECTIVE
Registration Number:	2366614	PERSPECTIVE
Registration Number:	2328263	THE INTERNET PERFORMANCE AUTHORITY
Registration Number:	2328255	THE INTERNET PERFORMANCE AUTHORITY
Registration Number:	3673688	THE MOBILE & INTERNET PERFORMANCE AUTHOR
Registration Number:	3673687	THE MOBILE & INTERNET PERFORMANCE AUTHOR
Registration Number:	3142789	WEBEFFECTIVE

OP \$640.00 2503133

Property Type	Number	Word Mark
Registration Number:	3974252	DEMOANYWHERE
Registration Number:	3974251	DEVICEANYWHERE
Registration Number:	3984775	DEVICEANYWHERE PROOF CENTER
Registration Number:	3984776	DEVICEANYWHERE TEST CENTER
Registration Number:	4005282	MONITORANYWHERE
Serial Number:	86360756	K KEYNOTE
Serial Number:	86360759	K KEYNOTE

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038057-0402
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	03/13/2015

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of December 15, 2014 (this "Trademark Security Agreement"), by and among each guarantor listed on Schedule 1 hereto (the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Compuware Holdings, LLC, a Delaware limited liability company ("Holdings"), Project Copper Merger Corp., a Michigan corporation (the "Initial Borrower") which will merge with and into Compuware Corporation, a Michigan corporation ("Compuware"), at which time Compuware shall become the Borrower, the Pledgors and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Second Lien Security Agreement dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Pledgor of a security interest therein would result in loss by such Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

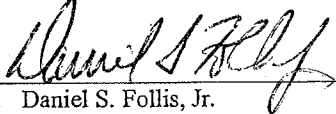
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPUWARE CORPORATION

By: 
Name: Daniel S. Follis, Jr.
Title: Senior Vice President

[Second Lien Trademark Security Agreement]

KEYNOTE SYSTEMS, INC.

By: 

Name: David F. Peterson

Title: Chief Financial Officer

{Second Lien Trademark Security Agreement}

TRADEMARK
REEL: 005477 FRAME: 0307

AGREED TO AND ACCEPTED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Buoye
Title: Managing Director
:

[Second Lien Trademark Security Agreement]

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

PLEDGORS





NAME	ADDRESS
Compuware Corporation	One Campus Martius Detroit, MI 48226
Keynote Systems Inc.	777 Mariners Island Blvd. San Mateo, CA 94404

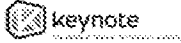
SCHEDULE 2
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks and Applications for Registered Trademarks:

Keynote Systems, Inc.

Grantor	Mark	Country	App No.	App Date	Reg No.	Reg. Date
Keynote Systems, Inc.	KEYNOTE and Design  keynote	U.S.	86/360756	8/7/2014		
Keynote Systems, Inc.	KEYNOTE and Design  keynote	U.S.	86/360759	8/7/2014		
Keynote Systems, Inc.	CUSTOMERSCOPE	U.S.	76/009482	3/24/2000	2503133	10/30/2001
Keynote Systems, Inc.	CUSTOMER EXPERIENCE RANKINGS	U.S.	78/287105	8/13/2003	2849954	6/1/2004
Keynote Systems, Inc.	FLEXUSE	U.S.	77/728526	5/4/2009	3809211	6/29/2010
Keynote Systems, Inc.	KEYNOTE	U.S.	74/713308	8/9/1995	2163063	6/9/1998
Keynote Systems, Inc.	KEYNOTE	U.S.	77/762959	6/18/2009	3715270	11/24/2009
Keynote Systems, Inc.	KEYNOTE	U.S.	78/180295	10/30/2002	2842930	5/18/2004
Keynote Systems, Inc.	KEYNOTE RED ALERT	U.S.	78/180676	10/30/2002	3147424	9/26/2006
Keynote Systems, Inc.	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY and Design  keynote	U.S.	78/192143	12/6/2002	2853506	6/15/2004
Keynote Systems, Inc.	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY and Design  keynote	U.S.	77/305232	10/16/2007	3677139	9/1/2009

Grantor	Mark	Country	App No.	App Date	Reg No.	Reg. Date
Keynote Systems, Inc.	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY and Design 	U.S.	77/305225	10/16/2007	3677138	9/1/2009
Keynote Systems, Inc.	MYKEYNOTE	U.S.	78/180294	10/30/2002	2853454	6/15/2004
Keynote Systems, Inc.	PERSPECTIVE	U.S.	75/219950	12/31/1996	2442941	4/10/2001
Keynote Systems, Inc.	PERSPECTIVE	U.S.	75/220003	12/31/1996	2366614	7/11/2000
Keynote Systems, Inc.	THE INTERNET PERFORMANCE AUTHORITY	U.S.	75/536908	8/14/1998	2328263	3/14/2000
Keynote Systems, Inc.	THE INTERNET PERFORMANCE AUTHORITY	U.S.	75/535999	8/14/1998	2328255	3/14/2000
Keynote Systems, Inc.	THE MOBILE & INTERNET PERFORMANCE AUTHORITY	U.S.	77/305211	10/16/2007	3673688	8/25/2009
Keynote Systems, Inc.	THE MOBILE & INTERNET PERFORMANCE AUTHORITY	U.S.	77/305200	10/16/2007	3673687	8/25/2009
Keynote Systems, Inc.	WEBEFFECTIVE	U.S.	78/175452	10/17/2002	3142789	9/12/2006
Mobile Complete, Inc.	DEMOANYWHERE	U.S.	85/156406	10/19/2010	3974252	6/7/2011
Mobile Complete, Inc.	DEVICEANYWHERE	U.S.	85/156403	10/19/2010	3974251	6/7/2011
Mobile Complete, Inc.	DEVICEANYWHERE PROOF CENTER	U.S.	85/156408	10/19/2010	3984775	6/28/2011
Mobile Complete, Inc.	DEVICEANYWHERE TEST CENTER	U.S.	85/156412	10/19/2010	3984776	6/28/2011
Mobile Complete, Inc.	MONITORANYWHERE	U.S.	85/156413	10/19/2010	4005282	8/2/2011

Compuware Corporation

United States	PUREIMPACT	86037197	8/14/2013			Compuware Corporation	Pending Intent to Use
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United States	PUREPATH	86037196	8/14/2013			Compuware Corporation	Pending Intent to Use
United States	SMARTSCAPE	86/344729	7/22/2014			Compuware Corporation	Pending Intent to Use
United States	TOPAZ	86/439715	10/30/2014			Compuware Corporation	Pending Intent to Use
United States	RUXIT 	86231369	3/25/2014			Compuware Corporation	Pending Intent to Use
United States		86231375	3/25/2014			Compuware Corporation	Pending Intent to Use
United States	RUXIT	86116402	11/12/2013			Compuware Corporation	Pending Intent to Use
United States	PURELYTICS	86037201	8/14/2013			Compuware Corporation	Pending Section 44(D) and Intent to Use
United States	PURESTACK	86037202	8/14/2013			Compuware Corporation	Pending Section 44(D) and Intent to Use
United States	PUREMODEL	86037198	8/14/2013			Compuware Corporation	Pending Section 44(D) and Intent to Use
United States	PERFORMANCE JOURNEY	85770780	11/2/2012			Compuware Corporation	Intent to Use
United States	PERFORMANCE JOURNEY	85770785	11/2/2012			Compuware Corporation	Intent to Use
United States	RENDERINSPECTOR	85/145,473	10/05/2010	3,961,793	05/17/2011	Compuware Corporation	Registered
United States	VANTAGE	85/152,570	10/14/2010	3,961,879	05/17/2011	Compuware Corporation	Registered
United States	GOMEZ	85/316,880	05/10/2011	4,173,940	07/17/2012	Compuware Corporation	Registered
United States	ACTIVE LATENCY DETECTION	78/745,473	11/02/2005	3,143,784	09/12/2006	Compuware Corporation	Registered
United States	CLOUDSLEUTH	85/037,378	05/13/2010	3,930,754	03/15/2011	Compuware Corporation	Registered
United States	ECOTOOLS	74/444,172	10/05/1993	1,857,560	10/11/1994	Compuware Corporation	Registered
United States	GOMEZ	75/777,888	08/17/1999	2,508,613	11/20/2001	Compuware Corporation	Registered

United States	NETWORKVANTAGE	76/435,028	07/29/2002	2,715,666	05/13/2003	Compuware Corporation	Registered
United States	VANTAGEVIEW	76/525,128	06/23/2003	2,868,804	08/03/2004	Compuware Corporation	Registered
United States	ABEND-AID	73/432736	6/24/1983	1366370	10/22/1985	Compuware Corporation	Registered
United States	ABEND-AID FAULT MANAGER	75/832130	10/27/1999	2360960	6/20/2000	Compuware Corporation	Registered
United States	APM	74/550169	7/18/1994	1915354	8/29/1995	Compuware Corporation	Registered
United States	AutoStrobe	85/417547	9/8/2011	4111984	3/13/2012	Compuware Corporation	Registered
United States	COMPUWARE	75/269287	7/4/1997	2158693	5/19/1998	Compuware Corporation	Registered
United States	COMPUWARE	74/028190	2/9/1990	1620576	10/30/1990	Compuware Corporation	Registered
United States	COMPUWARE and Design	77/456721	4/24/2008	3575285	2/17/2009	Compuware Corporation	Registered
United States	COMPUWARE ROUNDEL LOGO	73/432734	6/24/1983	1341600	6/11/1985	Compuware Corporation	Registered
United States	DATA-XPRT	73/590954	3/31/1986	1410336	9/23/1986	Compuware Corporation	Registered
United States	DEVENTERPRISE	85/121595	9/2/2010	3991210	7/5/2011	Compuware Corporation	Registered
United States	FILE-AID	73/446715	10/5/1983	1342129	6/18/1985	Compuware Corporation	Registered
United States	FILE-AID/DATA SOLUTIONS	75/669665	3/29/1999	2335549	3/28/2000	Compuware Corporation	Registered
United States	HIPERSTATION	85/436469	9/30/2011	4112010	3/13/2012	Compuware Corporation	Registered
United States	iStrobe	85/417535	9/8/2011	4111983	3/13/2012	Compuware Corporation	Registered
United States	SMARTCHECK	75/363374	9/25/1997	2305172	1/4/2000	Compuware Corporation	Registered
United States	STROBE	72/453764	4/6/1973	992021	8/27/1974	Compuware Corporation	Registered
United States	STROBE	85/417522	9/8/2011	4111982	3/13/2012	Compuware Corporation	Registered
United States	TRUE TIME	75/344139	8/20/1997	2271075	8/17/1999	Compuware Corporation	Registered
United States	XPEDITER	73/496656	8/27/1984	1342271	6/18/1985	Compuware Corporation	Registered
United States	XPEDITER/CODE COVERAGE	75/832126	10/27/1999	2412313	12/12/2000	Compuware Corporation	Registered
United States	XPEDITER/XCHANGE	76/548504	10/2/2003	2881187	9/7/2004	Compuware Corporation	Registered

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