

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITegrations Inc.		09/30/2016	Corporation: CANADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4493234	NXBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	angela.martin@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	P.O. BOX 3188		
Address Line 4:	WEST PALM BEACH, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	0315178		
NAME OF SUBMITTER:	Shelley B. Mixon		
SIGNATURE:	/Shelley B. Mixon/		
DATE SIGNED:	10/05/2016		
Total Attachments: 6			
source=Compuware_Itegrations Assignment of Intellectual Property (executed)#page1.tif			
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CH \$40.00 4493234

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated as of September 30, 2016, is entered into by and between ITegrations Inc., a Canadian corporation ("Seller") and Compuware Corporation, a Michigan corporation ("Buyer").

This Assignment is executed and delivered pursuant and subject to the terms of that certain Asset Purchase Agreement, dated September 30, 2016, by and among Buyer, Seller and certain other parties named therein (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, and Buyer has agreed to purchase, the Purchased Assets, including certain intellectual property rights of Seller relating to the IT Assets IP ("Assigned IP").

Recitals

- A. Seller is the owner of all right, title and interest in and to the Assigned IP; and
- B. Seller wishes to sell, assign and transfer to Buyer, and Buyer wishes to acquire, Seller's entire right, title and interest in and to the Assigned IP.

Terms

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

- 1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.
- 2. Upon and subject to the terms and conditions of the Purchase Agreement and this Assignment, Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer, free and clear of all Liens of any kind whatsoever, all of Seller's worldwide right, title and interest in and to the Assigned IP, including but not limited to the following:
 - (a) the trademarks, including the registrations and applications, set forth in **Exhibit A** hereto, and any and all common law rights relating thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof ("Trademarks");
 - (b) the domain names set forth in **Exhibit B** hereto ("Domain Names");
 - (c) all inventions (whether patentable or unpatentable and whether or not reduced to practice), including but not limited to those set forth in **Exhibit C**, all improvements thereto, and all United States and foreign patents and utility models and applications therefor, together with all continuations, divisionals, continuations-in-part, reissues, reexaminations, renewals, and extensions thereof ("Patents"); and

(d) all worldwide copyrights, including but not limited to all rights identified in 17 U.S.C. § 106 and any and all moral rights, in the works set forth in **Exhibit D** hereto ("Copyrights").

(e) all rights, benefits and privileges of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the exclusive right to apply for and maintain all registrations, renewals and/or extensions for any and all of the foregoing;

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all applicable rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, to the extent allowable under applicable law; and

(g) any other right, benefit or privilege of any kind whatsoever necessary or appropriate for Buyer to fully and entirely stand in the place of Seller in all matters related to the Assigned IP, except as otherwise set forth in the Purchase Agreement.

3. To the extent Seller's moral rights, if any, in the Copyrights are not assignable, Seller hereby waives and agrees never to assert against Buyer or its successors, heirs, or assigns, any moral rights that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of such moral rights in and to such Copyrights.

4. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the agreements set forth in this Assignment.

5. All of the terms and provisions of this Assignment are binding upon Seller, Buyer and their respective successors and assigns and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way amend or otherwise add to any of the provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Seller or the Buyer) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned IP in accordance with the Purchase Agreement and shall not restrict any of the parties rights and obligations thereunder. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

6. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the Province of Québec and the federal laws applicable therein.

7. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by

facsimile or portable document format signature, which shall have full force and effect as if original.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

ITEGRATIONS INC.

By: _____

Name: Francois Dansereau

Title: President

The foregoing instrument was acknowledged before me this 30th day of September, 2016, by Christiane DiFruscia of ITeegrations, Inc. who:

- is personally known to me; or
- produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: Driver's license

Christiane DiFruscia
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)



[Signature Page to Omnibus Assignment of Intellectual Property]

EXHIBIT A
TRADEMARKS

- US Trademark No. 4,493,234, registered on March 11, 2014.