

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MVS Solutions Inc.		01/03/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Compuware Corporation		
Street Address:	One 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:	1659514	THRUPUT MANAGER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jgriswold@honigman.com		
Correspondent Name:	Anessa Owen Kramer		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
NAME OF SUBMITTER:	Anessa Owen Kramer		
SIGNATURE:	/anessa kramer/		
DATE SIGNED:	01/25/2017		
Total Attachments: 4			
source=Assignment - MVS Solutions Inc. - Compuware#page1.tif			
source=Assignment - MVS Solutions Inc. - Compuware#page2.tif			
source=Assignment - MVS Solutions Inc. - Compuware#page3.tif			
source=Assignment - MVS Solutions Inc. - Compuware#page4.tif			

CH \$40.00 1659514

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of January 3, 2017 between MVS Solutions Inc., a body corporate under the laws of Canada and continued under the laws of Nova Scotia on December 30, 2016 ("Assignor"), and Compuware Corporation, a Michigan corporation ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the trademark assets owned by Assignor as set forth herein; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all trademark assets owned by Assignor as set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names, domain names, and trade dress that are used in connection with Assignor's business (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of Canada, the United States or any foreign country, now or hereafter in effect.

2. **Rights.** The foregoing assignment includes the right to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.

4. **Indemnification of Assignee.** Assignor agrees to indemnify and defend Assignee and save and hold it harmless against and pay on behalf of or reimburse the Assignee all reasonable attorneys' fees and costs incurred by Assignee arising from or relating to any claim brought against Assignee relating to the use of the Marks prior to the Effective Date of this Assignment.

5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan USA (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

9. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[The remainder of this page intentionally left blank, signatures follow on the next page.]

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

MVS SOLUTIONS INC.

By: Murray R. Martin

Name: MURRAY R. MARTIN

Title: VP & SECY-TREAS.

ASSIGNEE:

COMPUWARE CORPORATION

By: Kiley LaPage

Name: Kiley LaPage
VP, General Counsel, Secretary

Title: Compuware Corporation

EXHIBIT A

Registered Marks (includes all associated common law rights)

Mark/Name	Country	App. No./Reg. No.	Class/Goods	Owner
TMZ	Canada	1185238 TMA624723	9: Computer software for use in improving the performance and throughput of mainframe computers.	MVS SOLUTIONS INC.
THRUPUT SIMULATOR	Canada	1050154 TMA585303	9: Computer software program for creating simulated mainframe computer configurations namely, workload characteristics; analyzing relative performances.	MVS SOLUTIONS INC.
THRUPUT MANAGER	USA	74066086 1659514	9: computer operation program for use in mainframe computers.	MVS SOLUTIONS INC.