

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419515

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dynatrace Software GmbH		03/13/2017	Gesellschaft Mit Beschränkter Haftung (GmbH): AUSTRIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dynatrace LLC		
<b>Street Address:</b>	404 Wyman Street, Suite 500		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3930589	DYNATRACE	
<b>Registration Number:</b>	4837262	PUREPATH	
<b>Registration Number:</b>	3552060	PUREPATH TECHNOLOGY	
<b>Registration Number:</b>	4199524	SPEEDOFTHEWEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485668407		
<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>			
<b>Phone:</b>	248-566-8406		
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Anessa Owen Kramer		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	239523-370547		
<b>NAME OF SUBMITTER:</b>	Anessa Owen Kramer		
<b>SIGNATURE:</b>	/anessa kramer/		
<b>DATE SIGNED:</b>	03/14/2017		
<b>Total Attachments: 9</b>			
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source=Executed Assignment - Dynatrace#page9.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is effective as of 13th day of March, 2017 between DYNATRACE SOFTWARE GMBH, a gesellschaft mit beschränkter haftung (GmbH) of Austria ("Assignor"), and DYNATRACE LLC, a limited liability company organized under the laws of Delaware USA ("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; 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 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, trade dress, and all applications therefore 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 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 Delaware 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:**

**DYNATRACE SOFTWARE GMBH**

By: *Robert M. Johnson*

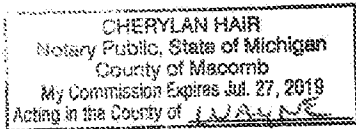
Name: Robert M. Johnson

Title: Geschaefstsfuhrer

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF WAYNE

Sworn and subscribed before me this 14 day of March, 2017 by Robert M. Johnson, Geschaefstsfuhrer of DYNATRACE SOFTWARE GmbH, a gesellschaft mit beschränkter haftung (GmbH) of Austria, and they are duly authorized to execute this Trademark Assignment on behalf of the company.

Signature: *Cherylan Hair*  
Printed Name: Cherylan Hair  
Notary public, State of Michigan, County of MACOMB  
My Commission Expires: July 27, 2019



**ASSIGNEE:**

**DYNATRACE LLC**

By: \_\_\_\_\_

Name: Laura Malinasky

Title: Senior Vice President

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_ day of March, 2017 by Laura Malinasky, Senior Vice President of DYNATRACE LLC, a Delaware limited liability company, and they are duly authorized to execute this Trademark Assignment on behalf of the company.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary public, State of California, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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:**

**DYNATRACE SOFTWARE GMBH**

By: \_\_\_\_\_

Name: Robert M. Johnson

Title: Geschaefstfuhrer

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_ day of March, 2017 by Robert M. Johnson, Geschaefstfuhrer of DYNATRACE SOFTWARE GmbH, a gesellschaft mit beschränkter haftung (GmbH) of Austria, and they are duly authorized to execute this Trademark Assignment on behalf of the company.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary public, State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ASSIGNEE:**

**DYNATRACE LLC**

By: \_\_\_\_\_

Name: Laura Malinasky

Title: Senior Vice President

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_ day of March, 2017 by Laura Malinasky, Senior Vice President of DYNATRACE LLC, a Delaware limited liability company, and they are duly authorized to execute this Trademark Assignment on behalf of the company.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary public, State of California, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

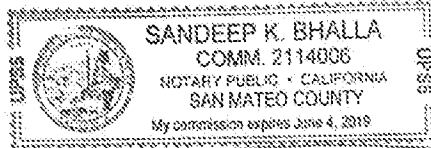
*See attached sub 3/10/2017*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 13<sup>th</sup>  
day of March, 2017, by Laura Ann Malinasly

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



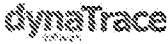
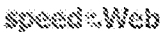
(Seal)

Signature Sandeep K. Bhalla

**EXHIBIT A**

Mark/Name	Country	App. No./Reg. No.	Full Goods/Services	Owner
DYNATRACE	United States (Federal)	RN: 3930589 SN: 77966999	(Int'l Class: 09) computer software for management, optimization, monitoring, diagnosing, testing, tracking, troubleshooting and investigation of software and computer networks (Int'l Class: 42) computer consulting and development services in the field of computer software for management, optimization, monitoring, diagnosing, testing, tracking, troubleshooting and investigation of software and computer networks	Dynatrace Software GmbH (AUSTRIA CORP.)
PUREPATH	United States (Federal)	RN: 4837262 SN: 86037196	(Int'l Class: 09) computer software, in particular downloadable computer software for tracing, detecting, discovering, testing, monitoring, analyzing, modeling, diagnosing, notifying and reporting the performance, availability, topology, dependencies, functionality, behavior, business impact, user experience, failures and content of software applications and networked systems (Int'l Class: 42) providing temporary use of non-downloadable computer software for tracing, detecting, discovering, testing, monitoring, analyzing, modeling, diagnosing, notifying and reporting the performance, availability, topology, dependencies, functionality, behavior, business impact, user experience, failures and content of software applications and networked system	Dynatrace Software GmbH (AUSTRIA GESELLSCHAFT MIT BESCHRANKTER HAFTUNG GMBH)
PUREPATH TECHNOLOGY	United States (Federal)	RN: 3552060 SN: 78895333	(Int'l Class: 09) computer software for tracing, detecting, testing, monitoring, diagnosing, notifying and reporting the performance, functionality, behavior and content of software applications and networked systems	Dynatrace Software GmbH (AUSTRIA CORP.)
SPEEDOFTHEWEB	United States (Federal)	RN: 4199524 SN: 85312265	(Int'l Class: 42) providing an interactive website featuring technology that allows users to measure and analyze the performance of websites and compare against industry performance indices	Dynatrace Software GmbH (AUSTRIA CORP.)
DYNATRACE	Canada	RN: TMA825869 AN: 1476079	(Int'l Class: 9, 42) Goods: (1) Computer software for management, optimization, monitoring, diagnosing, testing, tracking, troubleshooting and investigation of software and computer networks. Services: (1) Computer consulting and development services in the field of computer software for management, optimization, monitoring, diagnosing, testing, tracking, troubleshooting and investigation of software and computer networks. (Int'l Class: 09) Electrical and scientific apparatus (Int'l Class: 42) Computer and scientific	dynaTrace software GmbH
SPEEDOFTHEWEB	Canada	RN: TMA848694 AN: 1526531	(Int'l Class: 42) Services: (1) Providing an interactive website that allows users to measure and analyze the performance of websites and compare against industry performance indices. (Int'l Class: 42) Computer and scientific	dynaTrace Software GmbH
DYNATRACE SOFTWARE & Design	Austria	RN: 226367 AN: AM03672/2005	(Translation) (Int'l Class: 09) computer software. (Translation) (Int'l Class: 42) Scientific and technological services and research; design and development of computer hardware and software.	DYNATRACE SOFTWARE GMBH



Mark/Name	Country	App. No./Reg. No.	Full Goods/Services	Owner
				
DYNATRACE SOFTWARE	Austria	RN: 225817 AN: AM03671/2005	(Translation) (Int'l Class: 09) computer software. (Translation) (Int'l Class: 42) Scientific and technological services and research; design and development of computer hardware and software.	DYNATRACE SOFTWARE GMBH
PUREPATH	Austria	RN: 228802 AN: AM06912/2005	(Translation) (Int'l Class: 42) scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software.	DYNATRACE SOFTWARE GMBH
DYNATRACE	Switzerland	RN: 604078 AN: 53378/2010	(Translation) (Int'l Class: 09) computer software for the administration, optimization, monitoring, diagnosis, testing, tracking( tracking), debugging(troubleshooting)and error tracing of and/or with software and computer network. (Translation) (Int'l Class: 42) computer consulting and development services in the field of computer software for managing, optimizing, monitoring, diagnosis, testing, tracking (tracking), troubleshooting (troubleshooting) and troubleshooting of, or in software and computer networks.	dynaTrace software GmbH
speed OF THE Web & Design 	Switzerland	RN: 619664 AN: 00664/2011	(Translation) (Int'l Class: 42) scientific and technological services, in particular provide an interactive website whose technology enables the user to analyze the performance of websites and compared with industry performance indices.	dynaTrace Software GmbH
SPEEDOFTHEWEB	Switzerland	RN: 619917 AN: 55591/2011	(Translation) (Int'l Class: 38) rental and making available of access time to data in computer databases via a global computer network (internet).	dynaTrace Software GmbH
DYNATRACE	European Union	RN: 009011875 AN: 009011875	(Int'l Class: 09) Computer software for management, optimization, monitoring, diagnosing, testing, tracking, troubleshooting and investigation of software and computer networks. (Int'l Class: 42) Computer consulting and development services in the field of computer software for management, optimization, monitoring, diagnosing, testing, tracking, troubleshooting and investigation of software and computer networks.	dynaTrace software GmbH
DYNATRACE DIAGNOSTICS	European Union	RN: 005088919 AN: 005088919	(Int'l Class: 09) Computer software for tracking, detecting, testing, monitoring, diagnosing, notifying and relating the performance, functionality and content of software applications and networked systems.	dynaTrace software GmbH

Mark/Name	Country	App. No./Reg. No.	Full Goods/Services	Owner
dynaTrace software	European Union	RN: 004422564 AN: 004422564	(Int'l Class: 09) Computer programs and software, other than for agricultural, forestry, horticultural, insurance and financial management activities and services in connection with the sale, consulting, maintenance, support and installation of goods. (Int'l Class: 42) Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software, other than for agricultural, forestry, horticultural, insurance and financial management activities and services in connection with the sale, consulting, maintenance, support and installation of goods.	dynaTrace software GmbH
LIFECYCLE APM	European Union	RN: 007102437 AN: 007102437	(Int'l Class: 09) Computer software for tracking, detecting, testing, monitoring, diagnosing, displaying and relating the performance, functionality and content of software applications and networked systems.	dynaTrace software GmbH
PUREPATH	European Union	RN: 011704533 AN: 011704533	(Int'l Class: 09) Computer software, in particular downloadable and non-downloadable computer software for tracing, detecting, discovering, testing, monitoring, analyzing, modeling, diagnosing, notifying and reporting the performance, availability, topology, dependencies, functionality, behavior, business impact, user experience, failures and content of software applications and networked systems. (Int'l Class: 42) Providing temporary use of non-downloadable computer software for tracing, detecting, discovering, testing, monitoring, analyzing, modeling, diagnosing, notifying and reporting the performance, availability, topology, dependencies, functionality, behavior, business impact, user experience, failures and content of software applications and networked system.	dynaTrace software GmbH
PUREPATH TECHNOLOGY	European Union	RN: 005132642 AN: 005132642	(Int'l Class: 09) Computer software for tracking, detecting, testing, monitoring, diagnosing, displaying and relating the performance, functionality and content of software applications and networked systems.	dynaTrace software GmbH
speed of the Web and Design  »Speed of Web	European Union	RN: 010734218 AN: 010734218	(Int'l Class: 42) Providing an interactive website featuring technology that allows users to measure and analyze the performance of websites and compare against industry performance indices.	dynaTrace software GmbH
CODELINK	European Union	RN: 006792121 AN: 006792121	(Int'l Class: 09) Computer software for tracking, detecting, testing, monitoring, diagnosing, displaying and relating the performance, functionality and content of software applications and networked systems.	dynaTrace software GmbH
SPEEDOFTHEWEB	China	RN: 10149003	(Translation) (Int'l Class: 42) Provides can make the user to survey and to analyze the website performance and the comparison profession performance index interaction networking service	DYNATRACE SOFTWARE GMBH
SPEEDOFTHEWEB	Hong Kong	AN: 302076516	(Int'l Class: 42) Technological services relating to providing an interactive website that allows users to measure and analyze the performance of websites and compare the performance of websites against industry performance indices.	dynaTrace Software GmbH

Mark/Name	Country	App. No./Reg. No.	Full Goods/Services	Owner
SPEEDOFTHEWEB	Taiwan	RN: 01558843 AN: 100056861	(Translation) (Int'l Class: 42) raises the sacrificial vessel permission user to survey and to analyze the website potency and makes interaction type website technology of the comparison with the industry measures of effectiveness.	DYNATRACE SOFTWARE GMBH
SPEEDOFTHEWEB	Brazil	AN: 831254416	(Translation) (Int'l Class: 42) providing electronic site ( 'website') with interactive technology that allows users to measure and analyze the performance of electronic sites ( 'websites') and compare with performance levels in the industry.	DYNATRACE SOFTWARE GMBH