

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423567

<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>
Bladelogic, Inc.		01/27/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMC Software, Inc.		
<b>Street Address:</b>	2103 CityWest Blvd		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77042		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77277431	TRUESIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	9122363001		
<b>Email:</b>	nbelzer@belzerlaw.com		
<b>Correspondent Name:</b>	Nathan C. Belzer		
<b>Address Line 1:</b>	2905 Bull St.		
<b>Address Line 4:</b>	Savannah, GEORGIA 31405		
<b>NAME OF SUBMITTER:</b>	Nathan C. Belzer		
<b>SIGNATURE:</b>	/Nathan C. Belzer/		
<b>DATE SIGNED:</b>	04/13/2017		
<b>Total Attachments: 4</b>			
source=Bladelogic Intellectual Property Rights Assignment to BMC Software Inc. - TRUESIGHT#page1.tif			
source=Bladelogic Intellectual Property Rights Assignment to BMC Software Inc. - TRUESIGHT#page2.tif			
source=Bladelogic Intellectual Property Rights Assignment to BMC Software Inc. - TRUESIGHT#page3.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*"), dated effective as of January 27, 2015, is being entered into by and between Bladelogic, Inc., a Delaware corporation ("*Assignor*"), and BMC Software, Inc., a Delaware corporation ("*Assignee*"). 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 (a) is the wholly-owned subsidiary of Assignee, (b) in connection with certain resolutions adopted by Assignor dated effective as of even date herewith (the "*Resolutions*"), has declared a dividend to Assignee of certain intellectual property rights as described in such resolutions (the "*Dividend IP*") and (c) desires to record and effect the transfer and assignment of such Dividend IP to Assignee by means of this Assignment.

Pursuant to the Resolutions, Assignor shall assign to Assignee, and Assignee shall accept, by manner of a dividend from Assignor to Assignee, all of Assignor's right, title, and interest in and to the Dividend IP, including all trademark(s) and service mark(s) owned by Assignor that are included in the Dividend IP, including the applications and registrations set forth on the attached Schedule 1, any common law rights related thereto and all goodwill in such trademark(s) and service mark(s) (collectively, the "*Trademarks*").

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. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a person or entity includes such person's or such entity'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 or entity in a particular capacity excludes such person or entity 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 of 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.

2. 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 in and to the Dividend IP, 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 Dividend IP, 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.

3. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other governmental entity to record Assignee as owner of the Trademarks and of the entire rights, title, and interest in and to the Dividend IP 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 Dividend IP is properly assigned to Assignee, or any assignee or successor thereto, and that such assignment is properly recorded.

4. Cooperation. Assignor hereby covenants and agrees that it shall 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 Dividend IP) known to Assignor with respect to the Dividend IP 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 take any other actions, in each case using its reasonable best efforts and in each case promptly following the reasonable request of Assignee, to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Dividend IP 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.

5. 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).

6. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. 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 or entity may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such Party's, person's, or entity'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, person or entity.

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Assignment to be executed by its duly-authorized representative and delivered as of the date first set forth above.

ASSIGNOR

BLADELOGIC, INC.

By: 

Name: Stephen B. Seicher

Title: President

ASSIGNEE

BMC SOFTWARE, INC.

By: 

Name: T. Cory Bleuer

Title: Vice President, Controller & Chief Accounting Officer

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK  
REEL: 006034 FRAME: 0298

Schedule 1

Trademarks

MARK NAME	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS	CLASS DESCRIPTION
TRUESIGHT	European Union	004072583	Oct 13, 2004	004072583	Feb 3, 2006	Registered	A device for monitoring, cleansing, capturing, classifying, reporting and transmitting information (electronic data) on the performance, availability and functional integrity of applications for e-commerce, Internet and Intranet-based applications.
TRUESIGHT	United States of America	77277431	Sep 12, 2007	3430658	May 20, 2008	Registered	Electronic devices to calculate and report statistics on web site traffic

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY ASSIGNMENT