

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 5477/0302
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		02/08/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KEYNOTE SYSTEMS, INC.
Street Address:	777 MARINERS ISLAND BLVD
City:	SAN MATEO
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3809211	FLEXUSE
Registration Number:	3147424	KEYNOTE RED ALERT
Registration Number:	4711917	K KEYNOTE
Registration Number:	4711919	K KEYNOTE
Registration Number:	3984775	DEVICEANYWHERE PROOF CENTER
Registration Number:	3984776	DEVICEANYWHERE TEST CENTER
Registration Number:	2842930	KEYNOTE
Registration Number:	2163063	KEYNOTE
Registration Number:	2503133	CUSTOMERSCOPE
Registration Number:	2849954	CUSTOMER EXPERIENCE RANKINGS
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:	3974251	DEVICEANYWHERE
Registration Number:	4005282	MONITORANYWHERE

OP \$640.00 3809211

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3715270	KEYNOTE
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:	3673688	THE MOBILE & INTERNET PERFORMANCE AUTHOR
Registration Number:	3673687	THE MOBILE & INTERNET PERFORMANCE AUTHOR
Registration Number:	3974252	DEMOANYWHERE
Registration Number:	3142789	WEBEFFECTIVE

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: 7145401235
Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038507-0402
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	02/10/2018

Total Attachments: 6
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 8, 2018 (this "Termination"), is made by JEFFERIES FINANCE LLC, located at 520 Madison Avenue, New York, New York 10022, as collateral agent for the Secured Parties (in such capacity, including any successor thereto, the "Collateral Agent"), in favor of (i) Keynote Systems, Inc., a Delaware corporation and (ii) Compuware Corporation, a Delaware corporation (collectively, the "Grantors"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement referenced below.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted a continuing security interest in, and a right or setoff against, Grantors' right, title and interest in, to and under the Trademark Collateral, which includes the Trademark registrations and applications listed on Schedule A hereto, to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

WHEREAS, the Grantors entered into that certain Second Lien Trademark Security Agreement, dated as of December 15, 2014 (the "Trademark Security Agreement"), in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Trademark and Trademark Office on March 13, 2015 at (i) Reel 5477 and Frame 0302 and (ii) Reel 5477 and Frame 0324;

WHEREAS, the Collateral Agent acknowledges the Secured Obligations have been repaid; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all of the Trademark Collateral, including, without limitation, the trademark registrations and applications identified on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all security interests that it has in, to and under all Trademark Collateral.
2. Authorization to Record. The Collateral Agent authorizes and requests that the United States Trademark and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Collateral Agent shall take all further actions and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the

purposes of this Termination, at the Grantors' sole expense, and without representation or warranty by the Collateral Agent.

4. Governing Law. This Termination shall be construed in accordance with and governed by the laws of the state of New York, without regard to conflict of laws principles.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

JEFFERIES FINANCE LLC

By: Paul Chi
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006270 FRAME: 0570

Schedule A

**U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS
GRANTOR: COMPUWARE CORPORATION**

No.	Mark	App No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner of Record
1	HIPERSTATION	85436469 30-SEP-2011	4112010 13-MAR-2012	Registered	Compuware Corporation
2	STROBE	85417522 08-SEP-2011	4111982 13-MAR-2012	Registered	Compuware Corporation
3	AUTOSTROBE	85417547 08-SEP-2011	4111984 13-MAR-2012	Registered	Compuware Corporation
4	ISTROBE	85417535 08-SEP-2011	4111983 13-MAR-2012	Registered	Compuware Corporation
5	GOMEZ	85316880 10-MAY-2011	4173940 17-JUL-2012	Registered	Compuware Corporation
6	DEVENTERPRISE	85121595 02-SEP-2010	3991210 05-JUL-2011	Registered	Compuware Corporation
7	COMPUWARE	77456721 24-APR-2008	3575285 17-FEB-2009	Registered	Compuware Corporation
8	XPEDITER/XCHANGE	76548504 02-OCT-2003	2881187 07-SEP-2004	Registered	Compuware Corporation
9	NETWORKVANTAGE	76435028 29-JUL-2002	2715666 13-MAY-2003	Registered	Compuware Corporation
10	XPEDITER/CODE COVERAGE	75832126 27-OCT-1999	2412313 12-DEC-2000	Registered	Compuware Corporation
11	ABEND-AID FAULT MANAGER	75832130 27-OCT-1999	2360960 20-JUN-2000	Registered	Compuware Corporation
12	FILE-AID/DATA SOLUTIONS	75669665 29-MAR-1999	2335549 28-MAR-2000	Registered	Compuware Corporation
13	SMARTCHECK	75363374 25-SEP-1997	2305172 04-JAN-2000	Registered	Compuware Corporation
14	TRUE TIME	75344139 20-AUG-1997	2271075 17-AUG-1999	Registered	Compuware Corporation
15	APM	74550169 18-JUL-1994	1915354 29-AUG-1995	Registered	Compuware Corporation
16	ECOTOOLS	74444172 05-OCT-1993	1857560 11-OCT-1994	Registered	Compuware Corporation
17	COMPUWARE	74028190 09-FEB-1990	1620576 30-OCT-1990	Registered	Compuware Corporation
18	DATA-XPERT	73590954 31-MAR-1986	1410336 23-SEP-1986	Registered	Compuware Corporation
19	XPEDITER	73496656 27-AUG-1984	1342271 18-JUN-1985	Registered	Compuware Corporation
20	FILE-AID	73446715 05-OCT-1983	1342129 18-JUN-1985	Registered	Compuware Corporation

No.	Mark	App No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner of Record
21	COMPUWARE	73432734 24-JUN-1983	1341600 11-JUN-1985	Registered	Compuware Corporation
22	ABEND-AID	73432736 24-JUN-1983	1366370 22-OCT-1985	Registered	Compuware Corporation
23	STROBE	72453764 06-APR-1973	0992021 27-AUG-1974	Registered	Compuware Corporation
24	COMPUWARE	75269287 04-APR-1997	2158693 19-MAY-1998	Registered	Compuware Corporation
25	GOMEZ	75777888 17-AUG-1999	2508613 20-NOV-2001	Registered	Compuware Corporation
26	RENDERINSPECTOR	85145473 25-OCT-2010	3961793 17-MAY-2011	--	Compuware Corporation
27	VANTAGE	85152570 14-OCT-2010	3961879 17-MAY-2011	--	Compuware Corporation
28	ACTIVE LATENCY DETECTION	78745473 02-NOV-2005	3143784 12-SEP-2006	--	Compuware Corporation
29	CLOUDSLEUTH	85037378 13-MAY-2010	3930754 15-MAR-2011	--	Compuware Corporation
30	VANTAGEVIEW	76525128 23-JUN-2003	2868804 03-AUG-2004	--	Compuware Corporation
31	DOCSITE PATIENTPLANNER	76525128 23-JUN-2003	2868804 03-AUG-2004	--	Compuware Corporation

**U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS
GRANTOR: KEYNOTE SYSTEMS, INC.**

No.	Mark	App No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner of Record
1	FLEXUSE	77728526 04-MAY-2009	3809211 29-JUN-2010	Registered	Dynatrace LLC
2	KEYNOTE RED ALERT	78180676 31-OCT-2002	3147424 26-SEP-2006	Registered	Dynatrace LLC
3	K KEYNOTE	86360756 07-AUG-2014	4711917 31-MAR-2015	Registered	Keynote LLC
4	K KEYNOTE	86360759 07-AUG-2014	4711919 31-MAR-2015	Registered	Keynote LLC
5	DEVICEANYWHERE PROOF CENTER	85156408 19-OCT-2010	3984775 28-JUN-2011	Registered	Keynote LLC
6	DEVICEANYWHERE TEST CENTER	85156412 19-OCT-2010	3984776 28-JUN-2011	Registered	Keynote LLC
7	KEYNOTE	78180295 30-OCT-2002	2842930 18-MAY-2004	Registered	Keynote LLC
8	KEYNOTE	74713308 09-AUG-1995	2163063 09-JUN-1998	Registered	Keynote LLC

No.	Mark	App No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner of Record
9	CUSTOMERSCOPE	76009482 24-MAR-2000	2503133 30-OCT-2001	Registered	Keynote Systems, Inc.
10	CUSTOMER EXPERIENCE RANKINGS	78/287105 13-AUG-2003	2849954 01-JUN-2004	Registered	Keynote Systems, Inc.
11	MYKEYNOTE	78/180294 30-OCT-2002	2853454 15-JUN-2004	Registered	Keynote Systems, Inc.
12	PERSPECTIVE	75/219950 31-DEC-1996	2442941 10-APR-2001	Registered	Keynote Systems, Inc.
13	PERSPECTIVE	75/220003 31-DEC-1996	2366614 11-JUL-2000	Registered	Keynote Systems, Inc.
14	THE INTERNET PERFORMANCE AUTHORITY	75/536908 14-AUG-1998	2328263 14-MAR-2000	Registered	Keynote Systems, Inc.
15	THE INTERNET PERFORMANCE AUTHORITY	75/535999 14-AUG-1998	2328255 14-MAR-2000	Registered	Keynote Systems, Inc.
16	DEVICEANYWHERE	85156403 19-OCT-2010	3974251 07-JUN-2011	Registered	Sigos LLC
17	MONITORANYWHERE	85156413 19-OCT-2010	4005282 02-AUG-2011	Registered	Sigos LLC
18	KEYNOTE	77762959 18-JUN-2009	3715270 24-NOV-2009	--	Keynote LLC
19	KEYNOTE THE INTERNET PERFORMANCE AUTHORITY	78192143 06-DEC-2002	2853506 15-JUN-2004	--	Keynote Systems, Inc.
20	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY	77305232 16-OCT-2007	3677139 01-SEP-2009	--	Keynote Systems, Inc.
21	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY	77305225 16-OCT-2007	3677138 01-SEP-2009	--	Keynote Systems, Inc.
22	THE MOBILE & INTERNET PERFORMANCE AUTHORITY	77305211 16-OCT-2007	3673688 25-AUG-2009	--	Keynote Systems, Inc.
23	THE MOBILE & INTERNET PERFORMANCE AUTHORITY	77305200 16-OCT-2007	3673687 25-AUG-2009	--	Keynote Systems, Inc.
24	DEMOANYWHERE	85156406 19-OCT-2010	3974252 07-JUN-2011	--	Keynote Systems, Inc.
25	WEBEFFECTIVE	78175452 17-OCT-2002	3142789 12-SEP-2006	--	Dynatrace LLC