

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CorreLog, Inc.		11/30/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	BMC Software, Inc.		
Street Address:	2103 City West Blvd.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87139962	CORRELOG	
Serial Number:	77601689	CORRELOG	
Serial Number:	87325182	ZDEFENDER	
Serial Number:	87897392	DBDEFENDER	
Serial Number:	85878296	SYSLOGDEFENDER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	912.236.3001		
Email:	nbelzer@belzerlaw.com		
Correspondent Name:	Nathan C. Belzer		
Address Line 1:	2905 Bull St.		
Address Line 4:	Savannah, GEORGIA 31405		
NAME OF SUBMITTER:	Nathan C. Belzer		
SIGNATURE:	/Nathan C. Belzer/		
DATE SIGNED:	12/12/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “*Assignment*”), dated as of November 30, 2018, is being entered into by and between BMC Software, Inc., a Delaware corporation (“*Assignee*”), and CorreLog, Inc., a Florida corporation (“*Assignor*”). 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*.”

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 10, 2018 (the “*Purchase Agreement*”), by and among Assignor, Assignee and certain stockholders of Assignor; and

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept, all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including the Registered Intellectual Property Rights therein.

Now, therefore, 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 hereby agree as follows:

1. Definitions. Capitalized terms used in this Assignment and not otherwise defined herein that are defined in the Purchase Agreement have the meaning ascribed to them in the Purchase Agreement.

2. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person’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 in a particular capacity excludes such Person 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 in 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.

3. 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 and benefit in and to the Transferred Intellectual Property, including the Registered Intellectual Property Rights therein, including (a) patents and patent applications, as well as all provisionals, foreign counterparts, equivalents, continuations, divisions, and continuations-in-part of such, and all reissues and extensions thereof, set forth on the attached Schedule 1 (collectively,

the “*Patents*”); (b) Internet domain names set forth on the attached Schedule 2 (collectively, the “*Domain Names*”); (c) the trademark(s) or service mark(s) applications and registrations set forth on the attached Schedule 3 (including all goodwill in such trademark(s) and service mark(s)) (collectively, the “*Trademarks*”); and (d) copyrights and copyright applications set forth on the attached Schedule 4 (collectively, the “*Copyrights*”), 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 Transferred Intellectual Property and Registered Intellectual Property Rights therein, 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.

4. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office, the Copyright Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Entity to record Assignee as owner of the Patents, Domain Names, Trademarks, and Copyrights, including the Registered Intellectual Property Rights therein, and of the entire title and interest in, to and under the same, for the use and enjoyment of Assignee, its owners, 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 Transferred Intellectual Property, including the Registered Intellectual Property therein, is properly assigned to Assignee, or any assignee or successor thereto, and that such assignment is properly recorded.

5. Cooperation. Assignor hereby covenants and agrees that it shall communicate to Assignee, its owners, successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Transferred Intellectual Property, including the Registered Intellectual Property Rights therein) known to Assignor with respect to the Transferred Intellectual Property and the Registered Intellectual Property Rights therein 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 best efforts and in each case promptly following the request of Assignee, to aid Assignee, its owners, successors, legal representatives and assigns in obtaining and enforcing protection for the Transferred Intellectual Property 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.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction).

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

8. 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 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 or Person'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.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first set forth above.

ASSIGNEE

BMC SOFTWARE, INC.

By: 

Name: William D. Miller

Title: President, ZSolutions Optimization

ASSIGNOR

CORRELOG, INC.

By: _____

Name: George P. Faucher

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first set forth above.

ASSIGNEE

BMC SOFTWARE, INC.

By: _____
Name: **William D. Miller**
Title: **President, ZSolutions Optimization**

ASSIGNOR

CORRELOG, INC.

By: *George P. Faucher*
Name: **George P. Faucher**
Title: **Chief Executive Officer**

Schedule 1

Patents

None.

Schedule 2

Domain Names

Domain Name	Expiration Date
correlog.biz	10/25/2019
correlog.co	10/24/2019
CORRELOG.COM	12/8/2019
correlog.info	10/25/2019
CORRELOG.NET	12/8/2019
CORRELOG.ORG	10/26/2019
SYSLOGDEFENDER.COM	6/18/2019
SYSLOGDEFENDER.INFO	7/18/2019
SYSLOGDEFENDER.NET	6/18/2019

Schedule 4

Copyrights

Copyright Number	Full Title	Reg. Date
TXu002048192	APFenrich.C – Implementation of APF status enrichment	2017
TX0007393255	CorreLog Agent for z/OSC	2010

Copyright Number	Full Title	Reg. Date
TX0007132745	Signa WTS, Syslog Windows Tool Set, user Reference Manual	2008
TX0007130216	SLED, Structured Language For Event Detection Computer Program	2008
TX0007282399	GenDex, Generate Data Extraction Computer Program	2008
TX0007137175	Sigma SES, User Reference Manual	2008
TX0007172810	SigWeb, Sigma Framework Computer Program	2008
TX0007172814	Wslog, Signa SES Web Search Log Computer Program	2008