

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579652

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMPUWARE CORPORATION		06/01/2020	Corporation: MICHIGAN
BMC SOFTWARE, INC.		06/01/2020	Corporation: DELAWARE
BLADELOGIC, INC.		06/01/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	1366370	ABEND-AID
Registration Number:	2360960	ABEND-AID FAULT MANAGER
Registration Number:	1197746	ABR
Registration Number:	1225763	AUTOMATIC BACKUP & RECOVERY
Registration Number:	4111984	AUTOSTROBE
Registration Number:	5336723	CLOUDVTB
Registration Number:	1128890	COMPAKTOR
Registration Number:	5584510	COMPUWARE
Registration Number:	3575285	COMPUWARE
Registration Number:	2158693	COMPUWARE
Registration Number:	1620576	COMPUWARE
Registration Number:	5755914	COMPUWARE APPLICATION AUDIT
Registration Number:	5285194	COPE
Registration Number:	1853540	DBA-XPART
Registration Number:	3991210	DEVENTERPRISE
Registration Number:	1182813	DSF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5107660	FATS
Registration Number:	1360366	FDR
Registration Number:	2606860	FDR PLUG AND SWAP
Registration Number:	1990653	FDR/UPSTREAM
Registration Number:	3267783	FDRCRYPT
Registration Number:	2402651	FDRINSTANT
Registration Number:	2597106	FDRPAS
Registration Number:	1759653	FDRREORG
Registration Number:	2166859	FDRSOS
Registration Number:	2369445	FDRCLONE
Registration Number:	1342129	FILE-AID
Registration Number:	2335549	FILE-AID/DATA SOLUTIONS
Registration Number:	4112010	HIPERSTATION
Registration Number:	1515212	IAM
Registration Number:	1552538	INNOVATION
Registration Number:	2096665	ISPW
Registration Number:	4111983	ISTROBE
Registration Number:	4493234	NXBRIDGE
Registration Number:	4111982	STROBE
Registration Number:	0992021	STROBE
Registration Number:	1659514	THRUPUT MANAGER
Registration Number:	5046141	TOPAZ
Registration Number:	1342271	XPEDITER
Registration Number:	2412313	XPEDITER/CODE COVERAGE
Registration Number:	2881187	XPEDITER/XCHANGE
Registration Number:	5587722	ZADVISER
Serial Number:	88714518	COMPUWARE
Serial Number:	88714526	
Serial Number:	88708723	
Serial Number:	88817629	
Serial Number:	88770114	AUTOMATED MAINFRAME INTELLIGENCE
Serial Number:	88516832	RUN AND REINVENT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.00069

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 06/04/2020

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 1, 2020, is made among the Persons listed on the signature pages hereof (the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Banff Guarantor Inc., a Delaware corporation (“Holdings”), Banff Merger Sub Inc., a Delaware corporation and a Wholly-Owned Restricted Subsidiary of Holdings (“Merger Sub”) and, at any time prior to the consummation of the Acquisition, the “Borrower”), Boxer Parent Company, Inc., a Delaware corporation (the “Company”) and, upon and at any time after the consummation of the Acquisition, the “Borrower”), the lenders from time to time party thereto (each, a “Lender”) and, collectively, the “Lenders”), the Letter of Credit Issuers from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Letter of Credit Issuers have severally agreed to make their respective extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of October 2, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or

service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

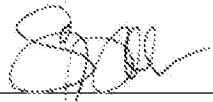
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.


6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


COMPUWARE CORPORATION,
as the Grantor

By: 
Name: Stephen B. Solcher
Title: Senior Vice President, Chief Financial Officer


BMC SOFTWARE, INC.,
as the Grantor


By: 
Name: Stephen B. Solcher
Title: Senior Vice President, Chief Financial Officer

BLADELOGIC, INC.,
as the Grantor

By: 
Name: Stephen B. Solcher
Title: President


**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent**

By: 
Name: William O'Dary
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE A

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS


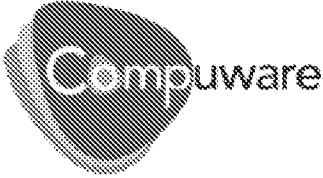
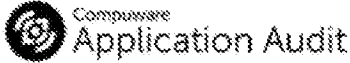

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
COMPUWARE CORPORATION	73432736	1366370	ABEND-AID
COMPUWARE CORPORATION	75832130	2360960	ABEND-AID FAULT MANAGER
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹	73278482	1197746	ABR
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ²	73278480	1225763	AUTOMATIC BACKUP & RECOVERY
COMPUWARE CORPORATION	85417547	4111984	AUTOSTROBE
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ³	87188240	5336723	CLOUDVTB Design 
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁴	73175389	1128890	COMPAKTOR

¹ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

² Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

³ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁴ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

COMPUWARE CORPORATION	87805001	5584510	COMPUWARE
COMPUWARE CORPORATION	88714518	--	COMPUWARE Design 
COMPUWARE CORPORATION	77456721	3575285	COMPUWARE Design 
COMPUWARE CORPORATION	75269287	2158693	COMPUWARE
COMPUWARE CORPORATION	74028190	1620576	COMPUWARE
COMPUWARE CORPORATION	88124928	5755914	COMPUWARE APPLICATION AUDIT Design 
COMPUWARE CORPORATION	87337972	5285194	COPE
COMPUWARE CORPORATION	74395658	1853540	DBA-XPERT
COMPUWARE CORPORATION	88714526	--	Design Only 
COMPUWARE CORPORATION	85121595	3991210	DEVENTERPRISE
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁵	73304048	1182813	DSF
COMPUWARE CORPORATION	86801544	5107660	FATS

⁵ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

(USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁶			
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁷	73530470	1360366	FDR
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁸	76161937	2606860	FDR PLUG AND SWAP
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁹	74/480051	1990653	FDR/UPSTREAM
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁰	78771059	3267783	FDRCRYPT
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA DATA	75578821	2402651	FDRINSTANT

⁶ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁷ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁸ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁹ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

¹⁰ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

PROCESSING, INC.) ¹¹			
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹²	76125739	2597106	FDRPAS
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹³	74294555	1759653	FDRREORG
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁴	75141613	2166859	FDRSOS
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁵	75593817	2369445	FDRCLONE
COMPUWARE CORPORATION	73446715	1342129	FILE-AID
COMPUWARE CORPORATION	75669665	2335549	FILE-AID/DATA SOLUTIONS
COMPUWARE CORPORATION	85436469	4112010	HIPERSTATION


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COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁶	73704178	1515212	IAM
COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁷	73380415	1552538	INNOVATION
COMPUWARE CORPORATION	75054646	2096665	ISPW
COMPUWARE CORPORATION	85417535	4111983	ISTROBE
COMPUWARE CORPORATION	85413558	4493234	NXBRIDGE
COMPUWARE CORPORATION	85417522	4111982	STROBE
COMPUWARE CORPORATION	72453764	0992021	STROBE
COMPUWARE CORPORATION	74066086	1659514	THRUPUT MANAGER
COMPUWARE CORPORATION	86439715	5046141	TOPAZ
COMPUWARE CORPORATION	73496656	1342271	XPEDITER
COMPUWARE CORPORATION	75832126	2412313	XPEDITER/CODE COVERAGE
COMPUWARE CORPORATION	76548504	2881187	XPEDITER/XCHANGE
COMPUWARE CORPORATION	87599937	5587722	ZADVISER
BMC Software, Inc.	88/708,723	--	Double Helix Design (Shaded) 

¹⁶ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

¹⁷ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

BMC Software, Inc.	88/817,629	--	Double Helix Design (Shaded) 
BMC Software, Inc.	88/770,114	--	AUTOMATED MAINFRAME INTELLIGENCE
BMC Software, Inc.	88/516,832	--	RUN AND REINVENT