

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovation Data Processing		12/27/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Compuware Corporation		
Street Address:	One Campus Martius		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6073597	FDRWEB	
Registration Number:	1128890	COMPAKTOR	
Registration Number:	2402651	FDRINSTANT	
Registration Number:	1182813	DSF	
Registration Number:	1197746	ABR	
Registration Number:	2597106	FDRPAS	
Registration Number:	2606860	FDR PLUG AND SWAP	
Registration Number:	1225763	AUTOMATIC BACKUP & RECOVERY	
Registration Number:	1759653	FDRREORG	
Registration Number:	1360366	FDR	
Registration Number:	1990653	FDR/UPSTREAM	
Registration Number:	5107660	FATS	
Registration Number:	3267783	FDRCRYPT	
Registration Number:	5336723	CLOUDVTB	
Registration Number:	2166859	FDRSOS	
Registration Number:	1515212	IAM	
Registration Number:	1552538	INNOVATION	
Registration Number:	2249253	FDR INSTANTBACKUP	
Registration Number:	2369445	FDRCLONE	

OP \$490.00 6073597

CORRESPONDENCE DATA**Fax Number:** 9122363003*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:** 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:	03/26/2021
---------------------	------------

Total Attachments: 9

source=IDP assignment#page1.tif

source=IDP assignment#page2.tif

source=IDP assignment#page3.tif

source=IDP assignment#page4.tif

source=IDP assignment#page5.tif

source=IDP assignment#page6.tif

source=IDP assignment#page7.tif

source=IDP assignment#page8.tif

source=IDP assignment#page9.tif

**ASSIGNMENT OF TRADEMARKS, TRADE NAMES,
SERVICE MARKS, LOGOS, DOMAIN NAMES AND OTHER INDICIA
OF ORIGIN RELATING TO THE IDP PRODUCTS AND THE IDP BUSINESS**

THIS ASSIGNMENT OF TRADEMARKS, TRADE NAMES, SERVICE MARKS, LOGOS, DOMAIN NAMES AND OTHER INDICIA OF ORIGIN RELATING TO THE IDP PRODUCTS AND IDP BUSINESS (the “*Assignment*”), dated as of January 2, 2020 but effective January 1, 2020, is made by ***INNOVATION DATA PROCESSING***, a New Jersey corporation, having its principal office at 275 Paterson Avenue, Little Falls, NJ 07424-1658, (“*IDPUS*”), ***INNOVATION DATA PROCESSING LIMITED***, a Delaware corporation, having its principal office at 275 Paterson Avenue, Little Falls, NJ 07424-1658, (“*IDPDEL*”), ***INNOVATION DATA PROCESSING EUROPE, INC.***, a Delaware corporation, having its principal office at 275 Paterson Avenue, Little Falls, NJ 07424-1658, (“*IDPE*”), ***INNOVATION DATA PROCESSING LIMITED***, a United Kingdom limited company, having its principal office at 4 Imperial Place, Maxwell Road, Borehamwood, Hertfordshire WD6 1JN (“*IDPUK*”), ***INNOVATION DATA PROCESSING S.A.R.L.***, a French société à responsabilité limitée, having its principal office at 191 Avenue Aristide Briard, 94230, Cachan, (“*IDPF*”), ***INNOVATION DATA PROCESSING (INTERNATIONAL) LIMITED***, a Delaware corporation, having its principal office at OrleansstruBe 4a, D-81669 Muchen, (“*IDPG*”), ***INNOVATION DATA PROCESSING (NETHERLANDS) LIMITED***, a Delaware corporation, having its principal office at Browwerstraat 8, 1315 BP, Almere, (“*IDPN*” and hereinafter collectively referred to along with *IDPUS*, *IDPDEL*, *IDPE*, *IDPUK*, *IDPF*, and *IDPG* as the “*Assignor*”) in favor of ***COMPUWARE CORPORATION***, a Michigan corporation having its principal office at One Campus Martius, Detroit, Michigan 48226 (the “*Assignee*”) pursuant to the terms set forth in a certain Asset Purchase Agreement effective as of November 25, 2019 by and among the Assignor, the Assignee, Anthony Mazzone and John Mazzone (the “*Asset Purchase Agreement*”). Capitalized terms that are used in this Agreement without definition shall have the meaning that they are given in the Asset Purchase Agreement.

WHEREAS, the Assignor has adopted, used, and is using in connection with the ***IDP Products*** and the ***IDP Business***, and is the owner of or has the right to use the trademarks, trade names, service marks, logos, domain names and other indicia of origin including those identified in **Schedule 1** attached hereto (hereinafter collectively referred to as the “***Assigned Trademarks***”), and;

WHEREAS, the Assignee desires to acquire the entire right, title and interest of the Assignor in said Assigned Trademarks identified in **Schedule 1** attached hereto and the goodwill associated therewith;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the Assignee, its successors, assigns or other legal representatives, and the Assignee does hereby accept, all of the Assignor’s entire right, title and interest including the goodwill associated therewith, and any common law rights in and to, the said Assigned Trademarks identified in **Schedule 1**, along with all renewals and extensions thereof that are or may be secured throughout the world, together with all rights thereunder as the same would

have been held by the Assignor had this assignment and sale not been made, the Assignor reserving no rights unto itself.

The foregoing sale, assignment and transfer shall include all claims for profits and damages of past infringement, if any, of said Assigned Trademarks with the right to sue for and collect the same for the Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

Assignor shall provide the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the Assignee's request and expense, including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (1) in the preparation and prosecution of any application for registration or the renewal of any registration of the Assigned Trademarks, (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Assigned Trademarks, and (3) the implementation or perfection of this Agreement.

The Assignor and the Assignee acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned Trademarks.

The Assignor hereby appoints the Assignee as the Assignor's attorney-in-fact to act for the Assignor and in its name, but for the Assignee's own benefit, to demand and receive the Assigned Trademarks, and institute and prosecute proceedings at law or in equity to collect, assert or enforce any of the Assignor's rights, title, and/or interest in the Assigned Trademarks.

The Assignor hereby constitutes and appoints the Assignee, and its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, for the Assignor and in the Assignor's name, place and stead to execute and deliver any and all instruments of assignment necessary or advisable to accomplish the purposes of this Agreement. The Assignor hereby declares that the appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Assignor.

This Agreement may be executed in one or more counterparts, which shall together constitute one and the same document. Delivery of an executed signature page to this Agreement by facsimile, by electronic transmission of portable document format (PDF) files or by tagged image file format (TIF), or other electronic transmission will be effective as delivery of a manually signed counterpart hereof.

(Signatures on following pages)

INNOVATION DATA PROCESSING S.A.R.L.

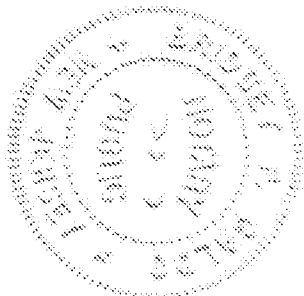
By: [Signature]
Name: Anthony Mazzone
Title: CEO

State of New Jersey)
County of Passaic) ss.
)

Sworn to and subscribed before me this 27th day of December, 2019.

BRIDGET P. GALDO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/01/2023

Bridget P. Galdo
Notary Public
Passaic County, New Jersey
My commission expires: March 1, 2023
Acting in Passaic County, New Jersey



INNOVATION DATA PROCESSING
(INTERNATIONAL) LIMITED

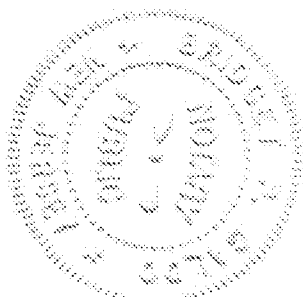
By: [Signature]
Name: Anthony Mazzone
Title: CEO

State of New Jersey)
County of Passaic) ss.
)

Sworn to and subscribed before me this 27th day of December, 2019.

BRIDGET P. GALDO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/01/2023

Bridget P. Galdo
Notary Public
Passaic County, New Jersey
My commission expires: March 1, 2023
Acting in Passaic County, New Jersey



[ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer on the 2nd day of January 2020 but effective the 1st day of January 2020.

INNOVATION DATA PROCESSING

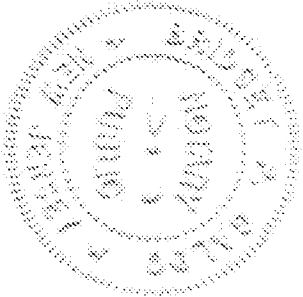
By: [Signature]
Name: Anthony Mazzone
Title: CEO

State of New Jersey)
County of Passaic) ss.

Sworn to and subscribed before me this 27th day of December, 2019.

BRIDGET P. GALDO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/01/2023

[Signature]
Notary Public
Passaic County, New Jersey
My commission expires: March 1, 2023
Acting in Passaic County, New Jersey



INNOVATION DATA PROCESSING LIMITED

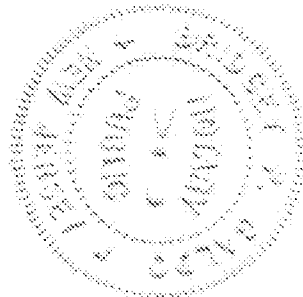
By: [Signature]
Name: Anthony Mazzone
Title: CEO

State of New Jersey)
County of Passaic) ss.

Sworn to and subscribed before me this 27th day of December, 2019.

BRIDGET P. GALDO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/01/2023

[Signature]
Notary Public
Passaic County, New Jersey
My commission expires: March 1, 2023



[ASSIGNMENT OF TRADEMARKS]

INNOVATION DATA PROCESSING EUROPE, INC.

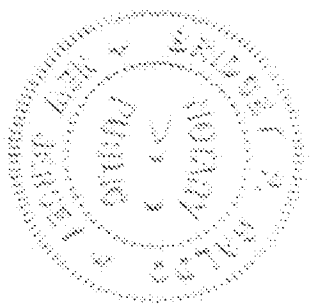
By: [Signature]
Name: ANTHONY MAZZONE
Title: CEO

State of New Jersey)
County of Passaic) ss.

Sworn to and subscribed before me this 27th day of December, 2019.

BRIDGET P. GALDO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/01/2023

[Signature]
Notary Public
Passaic County, New Jersey
My commission expires: March 1, 2023



INNOVATION DATA PROCESSING LIMITED

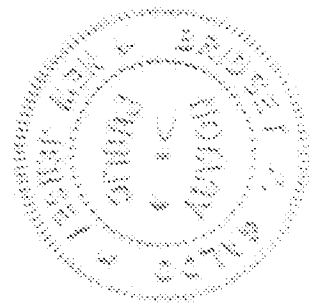
By: [Signature]
Name: Anthony Mazzone
Title: CEO

State of New Jersey)
County of Passaic) ss.

Sworn to and subscribed before me this 27th day of December, 2019.

BRIDGET P. GALDO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/01/2023

[Signature]
Notary Public
Passaic County, New Jersey
My commission expires: March 1, 2023



[ASSIGNMENT OF TRADEMARKS]


**INNOVATION DATA PROCESSING
(NETHERLANDS) LIMITED**

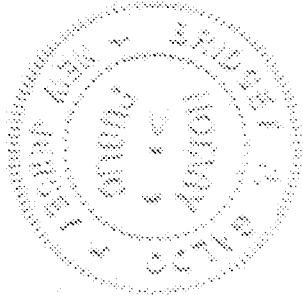
By: 
Name: Anthony Mazzone
Title: CEO

State of New Jersey)
County of Passaic) ss.
)

Sworn to and subscribed before me this 27th day of December, 2019.

BRIDGET P. GALDO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/01/2023



Notary Public
Passaic County, New Jersey
My commission expires: March 1, 2023
Acting in Passaic County, New Jersey



[ASSIGNMENT OF TRADEMARKS]

SCHEDULE 1

1. Any and all trademark registrations and pending trademark applications in the name of the Assignor that are used by the Assignor in the **IDP Business** and that are included within the definition of Purchased Assets, including the following:

Jurisdiction	Mark Name	Current Owner	Registration Date	Registration Number	Status
United States	FDRWEB	Innovation Data Processing, Inc.			Filed 10/14/19
United States	COMPAKTOR	Innovation Data Processing, Inc.	1/8/1980	1128690	Registered
United States	FDRCLONE	Innovation Data Processing, Inc.	7/18/2000	2369445	Registered
United States	FDRINSTANT	Innovation Data Processing, Inc.	11/7/2000	2402651	Registered
United States	DSF	Innovation Data Processing, Inc.	12/22/1981	1182813	Registered
United States	ABR	Innovation Data Processing, Inc.	6/15/1982	1197746	Registered
United States	FDRPAS	Innovation Data Processing, Inc.	7/23/2002	2597106	Registered
United States	FDR PLUG AND SWAP	Innovation Data Processing, Inc.	8/13/2002	2606860	Registered
United States	AUTOMATIC BACKUP & RECOVERY	Innovation Data Processing, Inc.	2/1/1983	1225763	Registered
United States	FDRREORG	Innovation Data Processing, Inc.	3/23/1993	1759653	Registered
United States	FDR	Innovation Data Processing, Inc.	9/17/1985	1360366	Registered
United States	FDR/UPSTREAM	Innovation Data Processing, Inc.	8/6/1996	1990653	Registered
United States	FATS	Innovation Data Processing, Inc.	12/27/2016	5107660	Registered
United States	FDRCRYPT	Innovation Data Processing, Inc.	7/24/2007	3267783	Registered
United States	CLOUDVTS (& DESIGN) 	Innovation Data Processing, Inc.	11/14/2017	5336723	Registered
United States	FDRSGS	Innovation Data Processing, Inc.	6/23/1998	2166859	Registered
United States	IAM	Innovation Data Processing, Inc.	12/6/1988	1515212	Registered
United States	INNOVATION	Innovation Data Processing, Inc.	8/22/1989	1552538	Registered

2. Any and all foreign trademarks, foreign trademark registrations and pending foreign trademark applications in the name of the Assignor that are used by the Assignor in the **IDP Business** and that are included within the definition of Purchased Assets, including the following:
None.

3. The trademarks and trade names, “**Innovation Data Processing**” and any other trademarks, tradenames, logos, assumed names, and/or d/b/a’s used by Assignor in the conduct of its business to identify its products, itself or a related entity, including the following:

Innovation Data Processing
 Innovation Data Processing Ltd.
 Innovation Data Processing S.A.R.L.
 Innovation Data Processing International Ltd.
 Innovation Data Processing Netherlands Ltd.
 Innovation Data Processing Europe, Inc.

4. Any and all registered and un-registered trademarks, service marks, logos, designations, or other indicia of origin adopted and used by the Assignor to identify the **IDP Products** and services and distinguish them from those of others, including the following:
5. Any and all domain names used by Assignor in the conduct of its **IDP Business**, including the following domain names:

Domain	Account Holder	Registration Date	Renewal Date
fdr.com	Innovation Data Processing	11/21/1995	11/20/2020
innovationdp.com	Innovation Data Processing	5/26/1995	5/25/2020
fdrmove.com	Innovation Data Processing	5/1/2007	5/1/2022
fdrviews.com	Innovation Data Processing	5/1/2007	5/1/2022
idpnj.com	Innovation Data Processing	6/6/2003	6/6/2022
innovationdp.us	Innovation Data Processing	6/28/2007	6/28/2022
fdrinnovation.com	Innovation Data Processing	10/30/1996	10/29/2029
innovationdp.net	Innovation Data Processing	4/5/2003	4/5/2030
innovationdp.fdr.com	Innovation Data Processing	Note: This is a subdomain name of fdr.com and does not have a separate registration.	
innovationdataprocessing.fr	Innovation Data Processing	12/9/1998	12/9/19 Note: This domain name is not active

6. Any and all assignable rights acquired by the Assignor by way of license or other agreement, to use any other trademarks, service marks, logos, designations, or other indicia of origin used by the Assignor to identify the Assignor's *IDP Business* and distinguish them from those of others, including the following:

None.