

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690387

<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>
StreamWeaver Technologies, Inc.		10/01/2021	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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6131027	STREAMWEAVER	
<b>Registration Number:</b>	5586981	OPSTREAM	
<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>	912.236.3001		
<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>	11/24/2021		
<b>Total Attachments: 10</b>			
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**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT**  
**between**  
**STREAMWEAVER TECHNOLOGIES, INC. and BMC SOFTWARE, INC.**

**THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into effective as of October 1, 2021, by and between StreamWeaver Technologies, Inc., a Delaware corporation ("StreamWeaver") and BMC Software, Inc., a Delaware corporation ("BMC"). (BMC and StreamWeaver shall additionally each be referred to individually as a "Party" and collectively as the "Parties.")

**RECITALS**

WHEREAS, StreamWeaver (i) develops and sells software that transfers information technology operations data from certain information technology operations tools to third party information technology operations tools, and (ii) provides support and services relating to using the StreamWeaver software integrations, business development, training, sales, and communication, both (i) and (ii) that StreamWeaver markets under the name "StreamWeaver" (hereinafter the "StreamWeaver Business");

WHEREAS, prior to the date hereof, StreamWeaver and BMC, along with the sellers party thereto, entered into that certain Securities Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, as of the date hereof, BMC has acquired 100% of the outstanding shares of common stock of StreamWeaver, representing all (100%) of the issued and outstanding equity interests of StreamWeaver (the "Stock Purchase");

WHEREAS, following the consummation of the Stock Purchase and concurrent with the execution of this Agreement, StreamWeaver and BMC have entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which StreamWeaver, in accordance with the Delaware General Corporation Law, will merge with and into BMC, with BMC as the surviving entity (the "Merger", and the effective time thereof pursuant to the Merger Agreement, the "Effective Time"); and

WHEREAS, at the Effective Time upon the consummation of the Merger, StreamWeaver wishes to irrevocably convey, transfer and assign (by operation of law) to BMC, and BMC wishes to accept from StreamWeaver, all of StreamWeaver's rights, title, and interest in and to the StreamWeaver Assets (as defined below).

NOW, THEREFORE, in consideration of the covenants, promises, and representations set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

## ARTICLE I DEFINITIONS

1.1 Defined Terms. For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under direct or indirect common control with such Person, and where (for the purposes of this definition) “control,” when used with respect to any specified Person, shall mean the possession of the power, directly or indirectly, whether through ownership of voting securities or partnership or other ownership interests, or by contract or otherwise, to direct or cause the direction of the management and policies of such Person. The terms “controlling” and “controlled” shall have correlative meanings to “control.”

“Agreement” has the meaning set forth in the first paragraph of this document.

“Business Day” means any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by Laws to be closed in the State of Texas.

“Documentation” means all documentation, specifications, architecture design files, requirements materials, user manuals, guides, technical manuals, diagrams, application programming interface documentation, agile development information, design notes and all other items related to Software.

“Effective Time” has the meaning set forth in the Recitals.

“Encumbrance” means any lien, pledge, option, charge, claim, mortgage, encumbrance, or other similar restriction.

“Governmental Authority” means any federal, state, provincial, municipal, local, or foreign court of competent jurisdiction, administrative agency, commission, or other governmental authority or instrumentality.

“Intellectual Property” means anything ensuing from the mind or intelligence of an individual.

“Intellectual Property Embodiments” means embodiments of Intellectual Property, including the following: (a) works of authorship (whether copyrightable or not or published or not) relating to the StreamWeaver Business, including Software (in any form), Documentation, algorithms, network configurations, architectures, protocols, schematics, specifications, and fonts; (b) inventions (whether or not reduced to practice), all improvements thereto, techniques, methods, and processes (whether or not patentable); (c) Trade Secrets; (d) domain names, URLs, and web sites; and (e) trademarks, logos, service marks, trade names and other brand identifiers, in each case whether or not registered with a Governmental Authority, and all copies and tangible embodiments thereof (in whatever form or medium) of the items in (a) through (e).

“Intellectual Property Rights” means any and all rights, title and interest in Intellectual Property Embodiments or other similar proprietary rights of any kind or nature throughout the world, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction: (a) associated with works of authorship, including copyright rights, exclusive exploitation rights, rights in databases, and moral rights; (b) consisting of any and all classes and types of patent rights, including patents that grant from continuations, continuations in part, divisionals, reissues, and re-examinations (and the foreign jurisdiction counterparts of all of the foregoing), as well as utility models, industrial designs, certificates of invention, and rights in patent disclosures and applications; (c) for the protection of trade secrets and arising under unfair competition laws; (d) to use internet domain names; (e) for the protection of trademarks, service marks, trade names, brand names, trade dress, logos, fictional business names, commercial names, social media names, designations or handles, certification marks, collective marks and other proprietary rights to any words, names, slogans, symbols, logos, devices, designations or combinations thereof, whether or not registered, used or intended to be used to identify, distinguish and/or indicate the source or origin of goods or services, all common law rights, and similar rights, including all goodwill and reputation associated therewith and the rights to protect such goodwill and reputation (including rights to sue for passing off or unfair competition); (f) that are any other proprietary rights applicable to Intellectual Property Embodiments, including industrial property rights; (g) in or relating to applications, registrations, renewals, revisions, equivalents, counterparts, extensions and combinations for any of the rights referred to in clauses (a) through (f) above; and (h) including the right to sue for past, present and future infringement, misappropriation, or other violation thereof, and the right to receive damages, payments, costs and fees associated therewith.

“Laws” means all laws, statutes, orders, rules, regulations, and ordinances of any country or political subdivision thereof, including reported decisions of any court thereof, having the effect of law in each such jurisdiction.

“Merger” has the meaning set forth in the Recitals.

“Merger Agreement” has the meaning set forth in the Recitals.

“Person” means any corporation, partnership, joint venture, limited liability company, organization, entity, association, business trust, or natural person.

“Purchase Agreement” has the meaning set forth in the Recitals.

“Software” means, all computer programs, computer databases, operating system, or software code of any nature, whether operational, under development or inactive, whether in machine-readable form, programming language, or any other language or symbols, and whether stored, encoded, recorded, or written on disk, tape, film, memory device, paper, or other media of any nature and subsequent versions thereof, including application programming interfaces, firmware, application programs, modules, Source Code, object or executable code, algorithms, heuristics, data, databases, collections of data, objects, and code commentary, plus any derivations, updates, enhancements, and customization of any of the foregoing, and further including

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*Intellectual Property Rights Assignment Agreement between  
StreamWeaver Technologies, Inc. and BMC Software, Inc.*

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processes, methods, know how, operating procedures, and all other components embodied in or with the foregoing or provided in the foregoing such as screens, user interfaces, libraries, drivers, report formats, templates, menus, buttons and icons related to the foregoing or associated therewith, and further including the installation information required to install and execute versions of the foregoing.

“Source Code” means the Software’s series of computer programming instructions, statements, or definitions, whether (a) in an English-like high-level computer language such as C, C++, Visual Basic, or Java; (b) in a low-level language such as the assembly language for a particular processor; (c) in a script language such as Perl, JavaScript, or Shell Script; (d) in a markup language such as Flex; or (e) in any other programming model, and, including (i) complete instructions for compiling and linking every part of such instructions into executable forms, (ii) the precise identification of all compilers, library packages, linkers, and tools used to generate executable code, (iii) complete instructions for building an entire product, including but not limited to, all programs and configuration files, and (iv) application programming interfaces to allow access to the Software, in a format suitable for shipping a working product for installation by an end user of the Software.

“Stock Purchase” has the meaning set forth in the Recitals.

“StreamWeaver Assets” means any and all Intellectual Property Embodiments and Intellectual Property Rights owned, used, held for use, or licensed (as licensor or licensee) by StreamWeaver that are used (or held for use) in or necessary to or useful in the operation of StreamWeaver or the conduct of the StreamWeaver Business.

“StreamWeaver Business” has the meaning set forth in the Recitals.

“Trademarks” means all trademarks and service marks, including applications for registration and registrations thereof, and domain names (including those listed in Attachment A) that are owned by StreamWeaver that relate to the StreamWeaver Business.

“Trade Secrets” means all trade secrets, confidential or proprietary information (including ideas, results, records, and proposals for research and development and consulting work, know how, formulae, samples, compositions, manufacturing and production processes and techniques, operating and testing procedures, processes, test results, technical and non-technical data, designs, drawings, specifications, manuals, instructions, tables, reports, customer and supplier lists and particulars, pricing and cost information, quotations, brochures and other sales, non-public marketing and promotional information and business and marketing plans and proposals), in each case whether or not secret or confidential (and including any rights for the same to be kept secret or confidential) in any form including paper, electronically stored data, magnetic media, or film, the foregoing all related to the StreamWeaver Business.

1.2 Interpretation. When a reference is made in this Agreement to Articles, Sections, Recitals, or Attachments, such reference shall be to an Article, a Recital or Section of, or an Attachment of this Agreement, unless otherwise indicated. The headings contained in this

Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words “include,” “includes,” and “including,” when used herein, shall be deemed in each case to be followed by the words “without limitation,” unless the context of this Agreement otherwise requires. The words “shall” and “will” are used interchangeably and have the same meaning. Any undefined accounting term shall have the meaning assigned to it pursuant to United States generally accepted accounting principles. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; and (iii) the terms “hereof,” “herein,” “hereunder,” and derivative or similar words refer to this entire Agreement. If a word or phrase is defined, its other grammatical forms have a corresponding meaning. Whenever this Agreement refers to a number of days, such number shall refer to calendar days, unless Business Days are specified. A defined term has its defined meaning throughout this Agreement, regardless of whether it appears before or after the place where it is defined. The word “or” shall have the inclusive meaning represented by the phrase “and/or” unless the context requires otherwise. If the last day of the time period is not a Business Day, time periods within or following when any payment is to be made or an act is to be done shall be calculated by excluding the day on which the time period commences and including the day on which the time period ends and by extending the period to the next Business Day.

## **ARTICLE II ASSIGNMENT OF STREAMWEAVER ASSETS**

2.1 Assignment Upon Merger. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, at the Effective Time upon consummation of the Merger in accordance with the Merger Agreement, StreamWeaver hereby irrevocably assigns, transfers, and conveys (by operation of law) to BMC all rights, title, and interest in and to the StreamWeaver Assets free and clear of any and all Encumbrances, including (without limitation), the Trademarks and all goodwill related thereto and right to collect royalties for the assigned StreamWeaver Assets. For the avoidance of doubt, the transfer and assignment of the StreamWeaver Assets shall include a right for BMC to freely use, copy, make available, transfer, license, or otherwise dispose of (in whole or part), as well as make modifications or changes to, any of the StreamWeaver Assets. To the extent the StreamWeaver Assets are enforceable, BMC shall have the right to enforce, sue, and recover for past infringement hereof, or choose to abandon the StreamWeaver Assets.

2.2 Additional Documents Relating to Proprietary Rights and Title. The Parties acknowledge and agree that, following the Effective Time, BMC (in its individual capacity and in its capacity as successor in interest to StreamWeaver following the consummation of the Merger) shall have the right to execute and deliver any and all additional Intellectual Property Rights documents, forms and authorizations, including registration applications, recordation documents, or conveyance documents reasonably necessary for the purposes of giving effect to the assignment herein or for protecting or perfecting BMC’s rights, title, and interest to the StreamWeaver Assets.

### ARTICLE III GENERAL PROVISIONS

3.1 Entire Agreement. This Agreement and any schedules or attachments hereto, together with the Purchase Agreement and the Merger Agreement, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, by and between the Parties with respect to the subject matter hereof, except as otherwise expressly provided herein. The Parties hereto acknowledge that this Agreement is entered into in connection with the Purchase Agreement and the Merger Agreement and, for the avoidance of doubt, the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement and the Merger Agreement (if any) shall not be superseded hereby and shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement or the Merger Agreement, as applicable, and the terms hereof, the terms of the Purchase Agreement or the Merger Agreement, as applicable, shall govern. This Agreement may not be amended or modified except by an instrument in writing signed by BMC (including, following the Effective Time, in its capacity as successor in interest to StreamWeaver following the consummation of the Merger).

3.2 Assignment. This Agreement shall not be assigned by operation of Laws or otherwise, except that BMC may transfer or assign in whole or, from time to time, in part to one or more of its Affiliates, its rights or obligations under this Agreement, but no such transfer or assignment will relieve BMC of its obligations under this Agreement.

3.3 No Third-Party Beneficiaries. Except as provided in this Article III, this Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

3.4 Governing Law. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the Laws of the State of Texas and, where applicable, of the United States in all respects, in each case without regard to principles of conflicts of Law.

3.5 Waiver. The waiver, express or implied, by either of the Parties hereto of any right arising hereunder or of any failure to perform or breach hereof by the other Party hereto shall not constitute or be deemed to be a waiver of any other right hereunder or of any other similar failure to perform or breach hereof by such other Party, whether of a similar or dissimilar nature thereto.

3.6 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.




3.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, StreamWeaver and BMC have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

StreamWeaver Technologies, Inc.

By:   
Name: T. Cory Bleuer  
Title: President and Secretary

BMC Software, Inc.

By:   
Name: T. Cory Bleuer  
Title: Senior Vice President, Controller and Chief Accounting Officer

**ATTACHMENT A**

**TRADEMARKS, DOMAIN NAMES  
AND  
PATENTS**

**Trademarks**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>	<b>Owner</b>
StreamWeaver	88212871	11/30/2018	6131027	8/18/2020	United States	StreamWeaver Technologies, Inc.
OpStream	87311600	1/24/2017	5586981	10/16/2018	United States	StreamWeaver Technologies, Inc.

**Domains**

<b>Domain Name</b>	<b>Owner</b>
streamweaver.com	StreamWeaver Technologies, Inc.
streamweaver.io	StreamWeaver Technologies, Inc.
streamweaver.org	StreamWeaver Technologies, Inc.
streamweaver.net	StreamWeaver Technologies, Inc.
j9tech.com	StreamWeaver Technologies, Inc.
j9tech.org	StreamWeaver Technologies, Inc.
j9tech.net	StreamWeaver Technologies, Inc.
j2ee911.com	StreamWeaver Technologies, Inc.
easystream.io	StreamWeaver Technologies, Inc.
ezstream.io	StreamWeaver Technologies, Inc.

Patent Application

Title	Application No.	Application Date	Owner
Use of Graph Databases for Replicating Topology and Enriching Monitoring Data Streams in Complex Information Technology Systems	631705074 – Provisional	Apr 5, 2021	StreamWeaver Technologies, Inc.