

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AppDynamics GmbH		09/20/2013	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	AppDynamics, Inc.		
Street Address:	303 Second Street		
Internal Address:	Suite 450, North Tower		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4406054	NODETIME	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	126418201939		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		

OP \$40.00 4406054

Date:

10/08/2013

Total Attachments: 5

source=Appdy GmbH to Appdy Inc#page1.tif

source=Appdy GmbH to Appdy Inc#page2.tif

source=Appdy GmbH to Appdy Inc#page3.tif

source=Appdy GmbH to Appdy Inc#page4.tif

source=Appdy GmbH to Appdy Inc#page5.tif

EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made effective as of September 20, 2013, by and between AppDynamics GmbH, a corporation incorporated under the laws of Germany ("Assignor"), in favor of AppDynamics, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademark applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Trademark Applications");

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), whereby Assignor has agreed to transfer, sell and convey to Assignee and Assignee has agreed to purchase and acquire, all of Assignor's right, title and interest in and to certain assets, including the Trademark Applications;

WHEREAS, Assignor now wishes to assign the Trademark Applications to Assignee, free and clear of any encumbrances and Assignee is desirous of acquiring the Trademark Applications from Assignor; and

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

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, free and clear of any encumbrances, Assignor's entire right, title and interest in and throughout the world in and to the Trademark Applications, and all continuations, continuations-in-part, divisions, reissues, re-examinations and extensions thereof, and in and to any and all trademarks of the United States and foreign countries which may be issued upon any of the foregoing (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, assigns or legal representatives, together with income, royalties, damages or payments due or accruing before, on or after the date hereof, including, without limitation, all claims for past or future damages or payments by reason of infringement or unauthorized use of any and all trademarks of the United States and foreign countries which may be issued upon any continuations, continuations-in-part, divisions, reissues, re-examinations and extensions of the Trademark Applications, along with the right to sue for past and future infringements and collect same for Assignee's sole use and enjoyment.
2. Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and Assignor will, at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts in the United States or any foreign country as Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining trademarks on any of the Trademark Applications or any divisional, continuations, continuations-in-part of the Trademark Applications, or in making application for or obtaining any reexamined, reissued, or extended trademarks on any of the foregoing in the United States or in any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of any of the foregoing applications or trademarks, by giving testimony in any and all proceedings or transactions involving such applications or trademarks in the United States or any foreign country, and by executing

preliminary statements and other affidavits in the United States or any foreign country, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

3. Assignor and Assignee do hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications or title thereto, to record the Trademark Applications and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument, and request the Commissioner of Patents and Trademarks of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record or issue trademarks or trademark registrations, to issue any trademarks or registrations that may be issued for the Trademark Applications or any divisional, continuation, continuation-in-part thereof, to Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said Trademarks, registrations, and the inventions covered thereby.
4. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, written, oral or implied, between the parties with respect to the subject matter of this Assignment. Valid amendments or supplements to this Assignment must be made in writing (excluding transmission by way of telecommunications and an exchange of letters), unless notarization is prescribed by law, and shall expressly refer to this Assignment. The same shall apply to any agreement to deviate from or cancel this requirement of written form. No representation, inducement, promise, understanding, condition or warranty not set forth herein or therein has been made or relied upon by any party hereto. This Assignment is not intended to confer upon any person or entity other than the parties hereto any rights or remedies hereunder. If any term or other provision of this Assignment is invalid, illegal or incapable in whole or in part of being enforced by any rule of law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of this Assignment and the purchase and sale of the Purchased Assets is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable in whole or in part of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner to the fullest extent permitted by applicable Law in order that the purchase and sale of the Purchased Assets may be consummated as originally contemplated to the fullest extent possible. The same shall apply for any possible omission in this Assignment. It is the express intention of the Parties that this section does not just have the effect of shifting the burden of proof but constitutes an assumption that the transaction would have been undertaken even without the invalid, illegal, incapable of being enforced, or omitted provisions.
5. Neither this Assignment nor any of the rights of the parties hereunder shall be assigned by any party without the prior written consent of the other parties (which shall not to be unreasonably withheld); provided, however, that Assignee may assign any or all of its rights hereunder without the consent of any other party (a) to one or more of its Affiliates or (b) to a successor in interest through a merger, consolidation, purchase of a majority of Assignee's or Parent's outstanding shares, purchase of all, or substantially all, of Assignee's or Parent's assets or any other reorganization; and provided further, that no such assignment shall reduce or otherwise vitiate any of the obligations of Assignee hereunder. Subject to the preceding sentence, this Assignment

shall apply to, be binding in all respects upon and inure to the benefit of the permitted assigns of the parties. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

APPDYNAMICS GMBH

By: J. Bansal
Jyoti Bansal
Managing Director
(*Geschäftsführer*)

By: [Signature]
Jason Heine
Managing Director
(*Geschäftsführer*)

APPDYNAMICS, INC.

By: J. Bansal
Jyoti Bansal
Chief Executive Officer

Exhibit A

Trademark Applications

The NODETIME U.S. trademark application with Serial Number 85816229 and filing date January 5, 2013.