

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dynatrace LLC		08/23/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	87941549	APPMON
Serial Number:	86615025	
Serial Number:	86231375	
Serial Number:	86615029	DYNATRACE
Serial Number:	77966999	DYNATRACE
Serial Number:	77728526	FLEXUSE
Serial Number:	86563660	HYPERLYZER
Serial Number:	78180676	KEYNOTE RED ALERT
Serial Number:	87180169	ONEAGENT
Serial Number:	86037201	PURELYTICS
Serial Number:	86037198	PUREMODEL
Serial Number:	86037196	PUREPATH
Serial Number:	78895333	PUREPATH TECHNOLOGY
Serial Number:	86037202	PURESTACK
Serial Number:	86231369	RUXIT
Serial Number:	86116402	RUXIT
Serial Number:	86344729	SMARTSCAPE
Serial Number:	86504967	K KEYNOTE

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Property Type	Number	Word Mark
Serial Number:	86360756	K KEYNOTE
Serial Number:	86360759	K KEYNOTE
Serial Number:	78180295	KEYNOTE
Serial Number:	76009482	CUSTOMERSCOPE
Serial Number:	78287105	CUSTOMER EXPERIENCE RANKINGS
Serial Number:	78180294	MYKEYNOTE
Serial Number:	75219950	PERSPECTIVE
Serial Number:	75220003	PERSPECTIVE
Serial Number:	75536908	THE INTERNET PERFORMANCE AUTHORITY
Serial Number:	75535999	THE INTERNET PERFORMANCE AUTHORITY

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: Latham & Watkins LLP

Address Line 2: 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Thomas J. Buettner

SIGNATURE: /tjb/

DATE SIGNED: 08/24/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated as of August 23, 2018, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Jefferies Finance LLC, acting through one or more of its branches or any Affiliate thereof (“**Jefferies**”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, DYNATRACE INTERMEDIATE LLC, a Delaware limited liability company (“**Holdings**”), the Grantor, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and Jefferies, as administrative agent and Collateral Agent, entered into that certain Senior Secured Second Lien Credit Agreement, dated as of August 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of August 23, 2018 made by the grantors party thereto from time to time to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “**Collateral**”):

- (i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DYNATRACE LLC,
a Delaware limited liability company

By: 


Name: Kevin C. Burns

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]




Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

Schedule A
TRADEMARKS

Grantor	Trademark	Country	App Date	App No.	Reg Date	Reg No.	Status
Dynatrace LLC	APPMON	USA	May 30, 2018	87941549	--	--	Pending
Dynatrace LLC	Design Only 	USA	Apr. 30, 2015	86615025	Dec. 12, 2017	5352874	Registered
Dynatrace LLC	Design Only 	USA	Mar. 25, 2014	86231375	Jul. 28, 2015	4782892	Registered
Dynatrace LLC	DYNATRACE	USA	Apr. 30, 2015	86615029	Jan. 19, 2016	4888414	Registered
Dynatrace LLC	DYNATRACE	USA	Mar. 24, 2010	77966999	Mar. 15, 2011	3930589	Registered
Dynatrace LLC	FLEXUSE	USA	May 04, 2009	77728526	Jun. 29, 2010	3809211	Registered
Dynatrace LLC	HYPERLYZER	USA	Mar. 13, 2015	86563660	Dec. 12, 2017	5355476	Registered
Dynatrace LLC	KEYNOTE RED ALERT	USA	Oct. 31, 2002	78180676	Sep. 26, 2006	3147424	Registered
Dynatrace LLC	ONEAGENT	USA	Sep. 22, 2016	87180169	Jul. 25, 2017	5249226	Registered
Dynatrace LLC	PURELYTICS	USA	Aug. 14, 2013	86037201	Apr. 25, 2017	5191498	Registered
Dynatrace LLC	PUREMODEL	USA	Aug. 14, 2013	86037198	Dec. 20, 2016	5102667	Registered
Dynatrace LLC	PUREPATH	USA	Aug. 14, 2013	86037196	Oct. 20, 2015	4837262	Registered
Dynatrace LLC	PUREPATH TECHNOLOGY	USA	May 30, 2006	78895333	Dec. 23, 2008	3552060	Registered
Dynatrace LLC	PURESTACK	USA	Aug. 14, 2013	86037202	May 02, 2017	5193651	Registered
Dynatrace LLC	RUXIT and Design 	USA	Mar. 25, 2014	86231369	Jul. 21, 2015	4778293	Registered
Dynatrace LLC	RUXIT	USA	Nov. 12, 2013	86116402	Dec. 16, 2014	4657536	Registered
Dynatrace LLC	SMARTSCAPE	USA	Jul. 22, 2014	86344729	Jun. 21, 2016	4983909	Registered
Dynatrace LLC	K KEYNOTE	USA	15-JAN-2015	86504967	01-SEP-2015	4803303	Registered

Grantor	Trademark	Country	App Date	App No.	Reg Date	Reg No.	Status
Dynatrace LLC	K KEYNOTE	USA	07-AUG-2014	86360756	31-MAR-2015	4711917	Registered
Dynatrace LLC	K KEYNOTE	USA	07-AUG-2014	86360759	31-MAR-2015	4711919	Registered
Dynatrace LLC	KEYNOTE	USA	30-OCT-2002	78180295	18-MAY-2004	2842930	Registered
Dynatrace LLC	CUSTOMERSCOPE	USA	3/24/2000	76009482	10/30/2001	2503133	Registered
Dynatrace LLC	CUSTOMER EXPERIENCE RANKINGS	USA	8/13/2003	78/287105	6/1/2004	2849954	Registered
Dynatrace LLC	MYKEYNOTE	USA	10/30/2002	78/180294	6/15/2004	2853454	Registered
Dynatrace LLC	PERSPECTIVE	USA	12/31/1996	75/219950	4/10/2001	2442941	Registered
Dynatrace LLC	PERSPECTIVE	USA	12/31/1996	75/220003	7/11/2000	2366614	Registered
Dynatrace LLC	THE INTERNET PERFORMANCE AUTHORITY	USA	8/14/1998	75/536908	3/14/2000	2328263	Registered
Dynatrace LLC	THE INTERNET PERFORMANCE AUTHORITY	USA	8/14/1998	75/535999	3/14/2000	2328255	Registered

Schedule A to IP Security Agreement

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RECORDED: 08/24/2018

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