

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compuware Corporation		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:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	1366370	ABEND-AID	
Registration Number:	2360960	ABEND-AID FAULT MANAGER	
Registration Number:	4111984	AUTOSTROBE	
Registration Number:	3575285	COMPUWARE	
Registration Number:	2158693	COMPUWARE	
Registration Number:	1620576	COMPUWARE	
Registration Number:	5285194	COPE	
Registration Number:	1853540	DBA-XPERT	
Registration Number:	3991210	DEVENTERPRISE	
Registration Number:	1342129	FILE-AID	
Registration Number:	2335549	FILE-AID/DATA SOLUTIONS	
Registration Number:	4112010	HIPERSTATION	
Registration Number:	2096665	ISPW	
Registration Number:	4111983	ISTROBE	
Registration Number:	4111982	STROBE	
Registration Number:	0992021	STROBE	
Registration Number:	1659514	THRUPUT MANAGER	
Registration Number:	5046141	TOPAZ	

OP \$615.00 1366370

Property Type	Number	Word Mark
Registration Number:	1342271	XPEDITER
Registration Number:	2412313	XPEDITER/CODE COVERAGE
Registration Number:	2881187	XPEDITER/XCHANGE
Serial Number:	87633989	APPLICATION AUDIT
Serial Number:	87805001	COMPUWARE
Serial Number:	87599937	ZADVISER

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.

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: 5

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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, COMPUWARE SOFTWARE 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 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 and the issuance of Letters of Credit by the L/C Issuers 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 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 the 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.

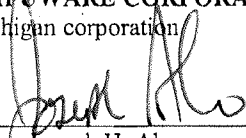
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.

COMPUWARE CORPORATION,
a Michigan corporation

By: 
Name: Joseph H. Aho
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006438 FRAME: 0784


Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

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

[Signature Page to Trademark Security Agreement]

Schedule A
TRADEMARKS

Grantor	Trademark	Country	App Date	App No.	Reg Date	Reg No.	Status
COMPUWARE CORPORATION	ABEND-AID	USA	24-JUN-1983	73432736	22-OCT-1985	1366370	REGISTERED
COMPUWARE CORPORATION	ABEND-AID FAULT MANAGER	USA	27-OCT-1999	75832130	20-JUN-2000	2360960	REGISTERED
COMPUWARE CORPORATION	APPLICATION AUDIT	USA	04-OCT-2017	87633989	--	--	PENDING
COMPUWARE CORPORATION	AUTOSTROBE	USA	08-SEP-2011	85417547	13-MAR-2012	4111984	REGISTERED
COMPUWARE CORPORATION	COMPUWARE	USA	21-FEB-2018	87805001	--	--	PENDING
COMPUWARE CORPORATION	COMPUWARE Design 	USA	24-APR-2008	77456721	17-FEB-2009	3575285	REGISTERED
COMPUWARE CORPORATION	COMPUWARE	USA	04-APR-1997	75269287	19-MAY-1998	2158693	REGISTERED
COMPUWARE CORPORATION	COMPUWARE	USA	09-FEB-1990	74028190	30-OCT-1990	1620576	REGISTERED
COMPUWARE CORPORATION	COPE	USA	16-FEB-2017	87337972	12-SEP-2017	5285194	REGISTERED
COMPUWARE CORPORATION	DBA-XPRT	USA	28-MAY-1993	74395658	13-SEP-1994	1853540	REGISTERED
COMPUWARE CORPORATION	DEVENTERPRISE	USA	02-SEP-2010	85121595	05-JUL-2011	3991210	REGISTERED
COMPUWARE CORPORATION	FILE-AID	USA	05-OCT-1983	73446715	18-JUN-1985	1342129	REGISTERED
COMPUWARE CORPORATION	FILE-AID/DATA SOLUTIONS	USA	29-MAR-1999	75669665	28-MAR-2000	2335549	REGISTERED
COMPUWARE CORPORATION	HIPERSTATION	USA	30-SEP-2011	85436469	13-MAR-2012	4112010	REGISTERED
COMPUWARE CORPORATION	ISPW	USA	25-JAN-1996	75054646	16-SEP-1997	2096665	REGISTERED
COMPUWARE CORPORATION	ISTROBE	USA	08-SEP-2011	85417535	13-MAR-2012	4111983	REGISTERED
COMPUWARE CORPORATION	STROBE	USA	08-SEP-2011	85417522	13-MAR-2012	4111982	REGISTERED
COMPUWARE CORPORATION	STROBE	USA	06-APR-1973	72453764	27-AUG-1974	0992021	REGISTERED
COMPUWARE CORPORATION	THRUPUT MANAGER	USA	05-JUN-1990	74066086	08-OCT-1991	1659514	REGISTERED
COMPUWARE CORPORATION	TOPAZ	USA	30-OCT-2014	86439715	20-SEP-2016	5046141	REGISTERED
COMPUWARE CORPORATION	XPEDITER	USA	27-AUG-1984	73496656	18-JUN-1985	1342271	REGISTERED
COMPUWARE CORPORATION	XPEDITER/CODE COVERAGE	USA	27-OCT-1999	75832126	12-DEC-2000	2412313	REGISTERED
COMPUWARE CORPORATION	XPEDITER/XCHANGE	USA	02-OCT-2003	76548504	07-SEP-2004	2881187	REGISTERED
COMPUWARE CORPORATION	ZADVISER	USA	--	--	07-SEP-2017	87599937	PENDING

Schedule A to IP Security Agreement

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RECORDED: 08/24/2018

TRADEMARK
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