

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|---|---------------------------|---------------|---------------------------|---------------------------------|-------------|-----------------|------------|----------------|----------------|--------------|----------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>QUEEN MARY UNIVERSITY OF LONDON</td> <td>10/22/2013</td> </tr> <tr> <td>DAVID JOHN PAGE</td> <td>10/22/2013</td> </tr> </tbody> </table> | | Name | Execution Date | QUEEN MARY UNIVERSITY OF LONDON | 10/22/2013 | DAVID JOHN PAGE | 10/22/2013 | | | | |
| Name | Execution Date | | | | | | | | | | |
| QUEEN MARY UNIVERSITY OF LONDON | 10/22/2013 | | | | | | | | | | |
| DAVID JOHN PAGE | 10/22/2013 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>ACTUAL EXPERIENCE LIMITED</td> </tr> <tr> <td>Street Address:</td> <td>24 CORNHILL</td> </tr> <tr> <td>City:</td> <td>LONDON</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>EC3V 3ND</td> </tr> </table> | | Name: | ACTUAL EXPERIENCE LIMITED | Street Address: | 24 CORNHILL | City: | LONDON | State/Country: | UNITED KINGDOM | Postal Code: | EC3V 3ND |
| Name: | ACTUAL EXPERIENCE LIMITED | | | | | | | | | | |
| Street Address: | 24 CORNHILL | | | | | | | | | | |
| City: | LONDON | | | | | | | | | | |
| State/Country: | UNITED KINGDOM | | | | | | | | | | |
| Postal Code: | EC3V 3ND | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13386551</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13386551 | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 13386551 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| <p>Fax Number: (312)913-0002</p> <p>Phone: 3129130001</p> <p>Email: docketing@mbhb.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP</p> <p>Address Line 1: 300 SOUTH WACKER DRIVE</p> <p>Address Line 2: SUITE 3200</p> <p>Address Line 4: CHICAGO, ILLINOIS 60606</p> | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 12-066-WO-US | | | | | | | | | | |
| NAME OF SUBMITTER: | DAVID L. CIESIELSKI | | | | | | | | | | |
| Signature: | /David L. Ciesielski/ | | | | | | | | | | |
| Date: | 12/24/2013 | | | | | | | | | | |

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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS AGREEMENT is made on the 22nd October 2013 between:-

- (1) Queen Mary University of London (the "**University**"), having its principal place of business at Mile End Road, London E1 4NS;
- (2) David John Page of 23 Northampton Street, Bath, BA1 2SW ("**DP**"); and
- (3) Actual Experience Limited (the "**Company**") a company incorporated in England and Wales under company number 06838738 and whose registered office is at 24 Cornhill, London, EC3V 3ND.

The University and DP are hereinafter collectively referred to as the "**Assignors**".

WHEREAS:

A. The Assignors have jointly developed certain know-how ("**Know-How**") and own certain intellectual property rights in the inventions comprised in that Know-How. The said Know-How together with certain outstanding patent applications ("**Patent Applications**") are detailed in the Schedule attached hereto (together hereafter referred to as "**the Developed IP**").

B. On 17 March 2009 the parties executed a license agreement ("**License Agreement**") whereby the Assignors granted an exclusive license to the Company in respect of certain Licensed Products and Licensed IP (as defined in the License Agreement). The consideration for the Assignors agreeing to licence the Licensed Products and the Licensed IP was agreed to be the allotment of 384 ordinary shares in the capital of the Company to the University and 270 ordinary shares in the capital of the Company to DP, at par value in each case.

C. Pursuant to Clause 7.2 (c) of the License Agreement, the Assignors undertook to assign the Developed IP to the Company without any further charge to the Company upon the occurrence of certain defined events. In particular, for the purposes of this Agreement, in the event that the Company received additional venture capital financing of not less than £1,000,000 (the "**Event**") the Developed IP would be so assigned in accordance with the provisions of the License Agreement.

D. In exercising its rights under the aforesaid provision, the Company has notified the Assignors of the occurrence of the Event and has formally requested that the assignment of the Developed IP as contemplated in the License Agreement ("**Assignment**") be undertaken as soon as reasonably practicable.

E. In entering into this Agreement the Assignors acknowledge the occurrence of the Event and hereby agree to the Assignment on the following terms and conditions:

IT IS HEREBY AGREED as follows:

1. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

4. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
5. In consideration of fulfilling their obligation under Clause 7.2 of the License Agreement and the payment of £1 by the Company to the Assignors (receipt of which is hereby acknowledged), the Assignors hereby irrevocably and unconditionally assign and confirm absolutely to the Company their entire right, title and interest to and in (whether under statute or common law):
 - (i) the Developed IP which shall include but not be limited to the absolutely entitlement to any registrations generated pursuant to any of the applications comprised in the Patent Applications;
 - (ii) all rights of action, powers and benefits arising from the ownership of the Developed IP, including without limitation the right to file any patent or design applications, copyright, the right to sue or pursue any other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Agreement;
 - (iii) all rights to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the patents covered by the Developed IP, whether committed before or after the date of assignment, and to retain any and all sums obtained through such actions;
 - (iv) all patents (for their full term), patent applications filed by the Assignors in connection with the Developed IP, registered designs, design applications and any other intellectual property arising from any application for the protection of Developed IP, as well as, all patents, designs and other intellectual property that may derive priority from or have equivalent claims to or be associated with or be based upon any patent/design application in any country of the world, including supplementary protection certificates, additions, divisions, continuations, continuations in part, reissues, extensions.
6. The Company accepts the assignment of those items referred to in Clause 5.
7. The Assignors agree that they will, at the request and cost of the Company (provided that such costs are reasonably incurred by the Assignors):
 - a. take all reasonable steps to assist the Company to apply for and/or obtain the grant of patent or other forms of protection in the United Kingdom in respect of the Developed IP;
 - b. permit and enable the Company to apply for and/or obtain patent or other forms of protection in respect of the Developed IP in any territory outside the United Kingdom as may be required by the Company;
 - c. execute all such documents and do all such things as may be necessary for the purpose of sub-clauses (i) and (ii) of this Clause 7 and for vesting the rights in the Developed IP in the Company, absolutely.
- 8.
9. The Assignors warrant, undertake and represent that they have not disclosed in any way the Developed IP to any third party and undertake not to do so unless:
 - a. so authorised in writing by the Company, or

- b. any inventions and/or patent applications relating to the Developed IP come into the public domain pursuant thereto other than by breach of this Clause.
10. The Assignors jointly and severally warrant to the Company that:
- a. they possess the exclusive right, title and interest in the Developed IP;
 - b. that there are no outstanding assignments, grants, licences or other encumbrances, written or oral, relating to the Developed IP;
 - c. that the terms of this Agreement do not conflict with any other contractual obligations, express or implied, which either of Assignors may have;
 - d. for each of the Patent Applications, that the University is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
 - e. the Developed IP is free from any security interest, option, mortgage, charge or lien;
 - f. they have not received any written notice of any infringement of any of the Developed IP;
 - g. so far as they are aware, all the Patent Applications are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Developed IP, and there is nothing that might prevent any Patent Application proceeding to grant; and
 - h. so far as it is aware, exploitation of the Developed IP is not likely to infringe the rights of any third party;
11. The Company shall have the exclusive right to commercially exploit the Developed IP, including without limitation the right to assign or grant one or more licences in respect of the Developed IP to enable other persons to develop and commercially exploit the Developed IP and the right to collaborate with such persons in such development and exploitation. If the Company decides not to pursue the protection or commercialisation of the Developed IP, it shall promptly inform the Assignors in writing and offer to the Assignors the rights assigned to the Company in this Agreement on terms to be agreed in good faith between the Assignors and the Company at such time as the offer is made.
12. The Company hereby grants to the Assignors a non-exclusive, irrevocable, royalty-free license to use the Developed IP for the non-commercial purposes of research and teaching only.
13. Notwithstanding anything to the contrary in the License Agreement, the Parties acknowledge and understand that, subject only to the rights accrued and/or obligations assumed by the Parties, already, the License Agreement shall be terminated with effect from the date of this Agreement, so that each such Party's obligations, rights and entitlements arising under the License Agreement shall cease to be enforceable by or have any effect on any such Party (notwithstanding any provisions of the License Agreement which contemplate that any release or termination shall be in any way conditional or which would otherwise permit the same to be reinstated howsoever). Each of the Parties hereby waives all or any of their existing rights in respect of the other Parties pursuant to the License Agreement and each of the Parties hereby irrevocably discharges and releases the other Parties from all obligations, covenants, warranties and undertakings contained in the Licence Agreement and agrees to waive absolutely all and any claims arising under the Licence Agreement.
14. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
15. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

- b. sent by fax to its main fax number.
16. Any notice or communication shall be deemed to have been received:
- a. If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - b. If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - c. If sent by fax, at 9.00 am on the next Business Day after transmission.
17. The provisions of Clauses 15 and 16 shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of the provisions of this Agreement, "writing" shall not include e-mail.
18. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
19. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
20. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
21. If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
22. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
23. This Agreement, its construction and performance shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.
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Schedule

(a) The Patent Applications

| Patent Title | Patent Type | Country | Application No. |
|--|---------------------|----------------|-------------------|
| Method of monitoring the Performance of a software application | PCT International | Not Applicable | PCT/EP2010/060575 |
| Method of monitoring the Performance of a software application | National/ Regional | China | CN102473132A |
| Method of monitoring the Performance of a software application | Nat/Reg. Divisional | Europe | 10735274 |
| Method of monitoring the Performance of a software application | Provisional | UK | 912931.3 |
| Method of monitoring the Performance of a software application | National/ Regional | USA | 13386551 |

(b) Know-How

All Generic Know-how and Specific Know-how in the field of application performance management, as defined/detailed in the License Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written:

For and on behalf of the University:

Signature:

Name: GRAEME BEDWIN

Position: DIRECTOR OF TECHNOLOGY

For and on behalf of DP:

Signature:

Name: DAVID RAYE

Position: CEO

For and on behalf of the Company

Signature:

Name: NIGEL MITCHELL

Position: DIRECTOR