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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2884484

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|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------|----------------|
| SHUNRA SOFTWARE LTD. | 04/01/2014 |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------------|
| Name: | HEWLETT-PACKARD MARIGALANTE LTD. |
| Street Address: | CLIFTON HOUSE, 75 FORT STREET, P.O.BOX 1350 |
| City: | GRAND CAYMAN |
| State/Country: | CAYMAN ISLANDS |
| Postal Code: | KY1-1108 |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|----------------|---------|
| Patent Number: | 7647399 |
| Patent Number: | 7673042 |
| Patent Number: | 7877230 |

CORRESPONDENCE DATA

Fax Number: (970)778-4063

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: ipa.mail@hp.com

Correspondent Name: HEWLETT-PACKARD COMPANY

Address Line 1: 3404 E. HARMONY RD. MS35

Address Line 2: INTELLECTUAL PROPERTY ADMINISTRATION

Address Line 4: FORT COLLINS, COLORADO 80528

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 83945332 |
| NAME OF SUBMITTER: | LANAE SCHLITT |
| SIGNATURE: | /Lanae Schlitt/ |
| DATE SIGNED: | 06/04/2014 |

Total Attachments: 16

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PATENT

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HEWLETT-PACKARD MARIGALANTE LTD.

SHUNRA SOFTWARE LTD. (Israel)

SHUNRA SOFTWARE LTD. (New Jersey)

and

SHUNRA SOFTWARE UK LTD.

DATED AS OF APRIL 1, 2014

**INTELLECTUAL PROPERTY ASSIGNMENT
AGREEMENT**

 **Freshfields Bruckhaus Deringer US LLP**

**PATENT
REEL: 033030 FRAME: 0138**

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this *Agreement*), is made and entered into as of April 1, 2014, between:

- (1) **SHUNRA SOFTWARE LTD.**, an Israeli company (*Parent Assignor*);
 - (2) **SHUNRA SOFTWARE LTD.**, a New Jersey corporation (*US Assignor*);
 - (3) **SHUNRA SOFTWARE UK LTD.**, a private limited company incorporated and registered in England and Wales with registered number 05692160 (*UK Assignor*);
- (Parent Assignor, US Assignor and UK Assignor each an **Assignor**, and collectively, the **Assignors**); and
- (4) **HEWLETT-PACKARD MARIGALANTE LTD.**, an exempted limited liability company with its registered address at Appleby Trust (Cayman) Ltd., Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman, KY1-1108, Cayman Islands (the *Assignee*).

WHEREAS, the Assignors and Hewlett-Packard Company, a Delaware corporation (*HP Parent*), are parties to an Asset Purchase Agreement dated as of February 27, 2014 (as amended, restated, supplemented or modified from time to time, the *Asset Purchase Agreement*).

WHEREAS, the Assignors have agreed in the Asset Purchase Agreement to assign all of their respective rights, title and interests in and to the Owned Intellectual Property Rights (as defined below) to the Buyer (as defined in the Asset Purchase Agreement).

WHEREAS, pursuant to Section 2.12 of the Asset Purchase Agreement, HP Parent has designated the Assignee as the Buyer (as defined in the Asset Purchase Agreement) of the Owned Intellectual Property Rights (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) **Business** means testing and evaluation tools for internet and intranet based network technologies and products;
- (b) **Business Day** means a day other than Saturday, Sunday or any other day on which banks located in New York, New York are authorized or obligated to close under applicable law;
- (c) **Domain Names** means the domain names listed in Schedule 3 to this Agreement;
- (d) **Intellectual Property Rights** means: (i) inventions, whether or not patentable, reduced to practice or made the subject of one or more pending patent applications, (ii) national and multinational statutory invention registrations, patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for in the United States and all other nations throughout the world, all improvements to the

inventions disclosed in each such registration, patent or patent application, (iii) trademarks, service marks, trade dress, logos, domain names, trade names and corporate names (whether or not registered) in the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith, (iv) copyrights (whether or not registered) and registrations and applications for registration thereof in the United States and all other nations throughout the world, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, (v) Software, (vi) trade secrets and know-how (including manufacturing and production processes and techniques and research and development information), (vii) industrial designs (whether or not registered), (viii) databases and data collections, (ix) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, and (x) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (i) to (ix) above anywhere in the world (whether registered or unregistered);

- (e) ***Owned Intellectual Property Rights*** means all Intellectual Property Rights owned by any Assignor and held for use, or used, in the conduct of the Business, including the Patents, the Trademarks and the Domain Names;
- (f) ***Party*** means a party to this Agreement and ***Parties*** shall be construed accordingly;
- (g) ***Patents*** means the patents and patent applications listed in Schedule 1 to this Agreement, together with:
 - (i) any patent issuing on any patent applications listed in Schedule 1 to this Agreement;
 - (ii) any patent application that derives priority from any patent or patent application set forth on Schedule 1 to this Agreement, together with any patent issuing on any such patent application;
 - (iii) all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations or domestic or foreign counterparts of the patents and patent applications listed in Schedule 1 to this Agreement or referred to in (i) or (ii) above; and
 - (iv) each patent or patent application that contains a terminal disclaimer or is disclaimed with respect to any patent or patent application listed in Schedule 1 to this Agreement or referred to in (i), (ii) or (iii) above;
- (h) ***Person*** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;
- (i) ***Registered*** means registrations and applications for registration;
- (j) ***Software*** means computer software code, firmware, applications, utilities, development tools, diagnostics, databases and embedded systems, whether in source code, interpreted code or object code form; and
- (k) ***Trademarks*** means the registered trademarks and trademark applications listed in Schedule 2 to this Agreement and all goodwill associated therewith.

1.2 In this Agreement:

- (a) when a reference is made to an Article, a Section or a Schedule, such reference shall be to an Article of, a Section of, or a Schedule to, this Agreement, unless otherwise indicated;
- (b) the table of contents and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement;
- (c) whenever the words “include”, “includes” or “including” are used, they shall be deemed to be followed by the phrase “without limitation” (if such phrase does not otherwise follow any of such words);
- (d) the words “hereof”, “herein”, “hereby” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and
- (e) the definitions are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

2. ASSIGNMENT

Each of the Assignors hereby assigns and transfers to the Assignee (and the Assignee accepts the assignment and transfer of):

- (a) its entire right, title and interest in and to the Owned Intellectual Property Rights; and
- (b) all of its rights, claims and privileges pertaining to any and all of the Owned Intellectual Property Rights, including:
 - (i) the benefit of all priority dates;
 - (ii) the right to seek and obtain registrations in other countries;
 - (iii) all statutory and common law rights attaching to any trade marks that form part of the Owned Intellectual Property Rights, together with the goodwill of the Business relating thereto; and
 - (iv) the right to sue (and retain damages recovered and costs and attorneys’ fees) and obtain injunctive relief in respect of any infringement, unauthorized use or misappropriation of any of the Owned Intellectual Property Rights, including in respect of any such infringement, unauthorized use or misappropriation that has occurred prior to the date of this Agreement.

3. FURTHER ASSURANCES

3.1 Each of the Assignors shall, at its own cost, perform (and procure the performance of) all further acts and things, and execute and deliver (and procure the execution and delivery of) all further documents required by law or which the Assignee requests for the purpose of vesting in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement, including executing as soon as reasonably practicable any deeds, agreements or other documents required by the Assignee to effect registration or recordal of the assignment of any Registered Owned Intellectual Property Rights to the Assignee in any jurisdiction.

3.2 Each of the Assignors authorizes the Assignee and the Assignee's agents to sign all forms that the Assignee considers appropriate to record the Registered Owned Intellectual Property Rights in the name of the Assignee.

4. INTERIM ASSISTANCE

Each of the Assignors shall do the following, at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Registered Owned Intellectual Property Rights, including the Patents, the Domain Names and the Trademarks, to the Assignee:

- (a) pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant registry or authority;
- (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Owned Intellectual Property Rights (including producing, in the appropriate form, any evidence of its use of the Owned Intellectual Property Rights);
- (d) ensure that copies of all correspondence that it or its agents receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Legal – IP Department, IP Transactions, or any other person that the Assignee notifies to the Parent Assignor from time to time ; and
- (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

5. DELIVERY OF DOCUMENTS

Each of the Assignors shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this Agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Registered Owned Intellectual Property Rights. Further, each of the Assignors: (i) acknowledges that it has delivered all copies and tangible embodiments of the Owned Intellectual Property Rights, including any documents, data carriers and other tangible items containing assigned trade secrets and/or business information to the relevant buyer under each of the Bill of Sale and Assignment and Assumption Agreements that have been entered into on even date

with this Agreement pursuant to the Asset Purchase Agreement; and (ii) agrees that it shall not retain any such documents, data carriers and/or other tangible items.

6. GOVERNING LAW AND JURISDICTION

6.1 This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Agreement shall be governed by, the law of the State of New York.

6.2 Each Party irrevocably submits to the exclusive jurisdiction of the New York Courts for the purposes of any proceeding arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Agreement or any transaction contemplated hereby. Each Party agrees to commence any such proceeding in a New York Court. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth in Section 7 shall be effective service of process in New York with respect to any matters to which it has submitted to jurisdiction in this Section 6.2. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such proceeding in any New York Court, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such New York Court that any such proceeding brought in any such New York Court has been brought in an inconvenient forum.

7. NOTICES

All notices, consents, waivers and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand to the Party to be notified, (b) when sent by facsimile or e-mail (in the case of e-mail, with confirmation of transmission) if sent on a Business Day during the normal business hours of the Party to be notified, if not, then on the next Business Day or (c) when received by the Party to be notified, if sent by an internationally recognized overnight delivery service, specifying the soonest possible time and date of delivery, in each case to the appropriate addresses, facsimile numbers or e-mail addresses set forth below (or to such other addresses, facsimile numbers or e-mail addresses as a Party may designate by written notice to the other Parties from time to time). All such notices and other communications shall be sent:

if to Assignee, to:

Hewlett-Packard Corporation
3000 Hanover Street
Palo Alto, CA 94304
Attention: Legal – IP Department, IP Transactions
Fax: (650) 857-4837
e-mail: curt.rose@hp.com; py@hp.com

with a copy (that shall not constitute notice) to:

Freshfields Bruckhaus Deringer LLP
601 Lexington Avenue, 31st Floor
New York, New York 10022
Attention: Matthew Jacobson, Esq.
Fax: (646) 521 5719
e-mail: matthew.jacobson@freshfields.com

if to any Assignor, to:

Shunra Software Ltd.

1800 JFK Boulevard
Philadelphia, PA 19103
Attention: Gary Jackson
Fax: (215) 564-4047
e-mail: gary.jackson@shunra.com

with a copy to:

Goodwin Procter LLP
620 8th Avenue
New York, NY 10018
Attention: Ilan Nissan, Esq., and Paul Cicero, Esq.
Fax: (212) 504-2790; (212) 656-1406
e-mail: inissan@goodwinprocter.com; pcicero@goodwinprocter.com

8. MISCELLANEOUS

8.1 This Agreement may not be amended or modified except by an instrument in writing signed on behalf of each of the Parties. No waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed by the Party against whom the waiver is to be effective. No waiver by any Party of any breach or violation or default under any provision in this Agreement, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default of any such provision or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

8.2 No provision of this Agreement is intended to confer upon any Person other than the Parties any rights or remedies hereunder.

8.3 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the Party responsible for drafting this Agreement.

8.4 If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.

8.5 This Agreement and the Asset Purchase Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

8.6 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY WHATSOEVER (WHETHER IN CONTRACT, TORT OR OTHERWISE) TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.7 This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been

signed by each of the parties and delivered to the other parties. Any such counterpart may be delivered to a party by facsimile or other electronic format (including “.pdf”).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

HEWLETT-PACKARD MARIGALANTE LTD.

By: 
Name: Catherine A. Lesjak
Title: Director

By: _____
Name: Jeremy K. Cox
Title: Director

By: _____
Name: Rishi Varma
Title: Director

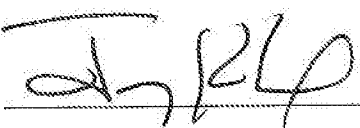
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HEWLETT-PACKARD MARIGALANTE LTD.

By: _____

Name: Catherine A. Lesjak

Title: Director

By:  _____

Name: Jeremy K. Cox

Title: Director

By: _____

Name: Rishi Varma

Title: Director

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HEWLETT-PACKARD MARIGALANTE LTD.

By: _____

Name: Catherine A. Lesjak

Title: Director

By: _____

Name: Jeremy K. Cox

Title: Director

By:  _____

Name: Rishi Varma

Title: Director

PARENT ASSIGNOR: SHUNRA SOFTWARE LTD.

By: 

Name: Gary P. Jackson

Title: CEO

US ASSIGNOR: SHUNRA SOFTWARE LTD.

By: 

Name: Gary P. Jackson

Title: CEO

UK ASSIGNOR: SHUNRA SOFTWARE UK LTD.

By: 

Name: Gary P. Jackson

Title: CEO

{Signature Page to Intellectual Property Assignment Agreement}

SCHEDULE 1: PATENTS

| <u>Patent</u> | <u>Owner/Assignee</u> | <u>Jurisdiction</u> | <u>Registrat. No./ Applicat. No.</u> | <u>Filing/ Expiration Date</u> | <u>Inventors</u> |
|-----------------------------------------------------------------------------------------------------------|-----------------------|---------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| SYSTEM AND METHOD FOR COMPARING A SERVICE LEVEL AT A REMOTE NETWORK LOCATION TO A SERVICE LEVEL OBJECTIVE | Shunra Software Ltd. | USA | 7,647,399 | Filing Date: 06-Dec-2005 Expiration Date: 06-Dec-2025 Expiration date based on USPTO Patent Term Adjustment: 16-Aug-2027 | Gal Ofel |
| SYSTEM AND METHOD FOR COMPARING SERVICE LEVELS TO A SERVICE LEVEL OBJECTIVE | Shunra Software Ltd. | USA | 7,673,042 | Filing Date: 06-Dec-2005 Expiration Date: 06-Dec-2025 Expiration date based on USPTO Patent Term Adjustment: 3-Oct-2028 | Amichai Lesser |
| SYSTEM AND METHOD FOR ATTRIBUTING A | Shunra Software Ltd. | USA | 7,877,230 | Filing Date: 15-Mar-2007 Expiration | Gal Ofel Shlomo Jacobson |

PORTION OF A
RESPONSE TIME
TO AN ELEMENT
OF A VIRTUAL
NETWORK

Date: **15-Mar-2027**
Expiration
date based on
USPTO
Patent Term
Adjustment:
2-Sept-2027

Yair
Horovitz

SCHEDULE 2: TRADEMARKS

| Trademark | Owner | Jurisdiction | Registration No./ Application No. |
|------------------|-------------------------|---------------------|----------------------------------------------|
| Shumra | Shumra Software Ltd. | USA | 2717818 |

SCHEDULE 3: DOMAIN NAMES

shunra.ro
shunra.com.ro
wansimulation.com
shunra.co.uk
apmblog.com
networkimpairments.com
scdemo.com
shundra.com
shunra.biz
shunra.com
shunra.info
shunrasoftware.com
shunra.co.il
4297license.shunra.com
analyzer.shunra.com
ved.shunra.com