

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3500556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BOUNDARY, INC.	08/14/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BMC SOFTWARE, INC.	
<b>Street Address:</b>	2101 CITYWEST BLVD.	
<b>City:</b>	HOUSTON	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	77042	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13900441
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)332-8352	
<i>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.</i>		
<b>Phone:</b>	2024706450	
<b>Email:</b>	alison@brakehughes.com	
<b>Correspondent Name:</b>	BRAKE HUGHES BELLERMANN LLP	
<b>Address Line 1:</b>	C/O CPA GLOBAL, P.O. BOX 52050	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>ATTORNEY DOCKET NUMBER:</b>	0081-343001/13-033-US	
<b>NAME OF SUBMITTER:</b>	MANU J. TEJWANI	
<b>SIGNATURE:</b>	/Manu Tejwani, Reg. No. 37,952/	
<b>DATE SIGNED:</b>	08/26/2015	
<b>Total Attachments: 8</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”), dated as of August 14, 2015, is being entered into by and between BMC Software, Inc., a Delaware corporation (“**Assignee**”), and Boundary, Inc., a Delaware corporation (“**Assignor**”). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a “**Party**,” and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the “**Parties**.”

Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of August 14, 2015 (the “**Purchase Agreement**”).

Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept, all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the “**Patents**”), the Internet domain names set forth on the attached Schedule 2 (collectively, the “**Domain Names**”), the trademark(s) or service mark(s) applications and registrations set forth on the attached Schedule 3 (including all goodwill in such trademark(s) and service mark(s)) (collectively, the “**Trademarks**”), the copyrights and rights in copyrights for the Company Proprietary Software (collectively, the “**Copyrights**”) and all trade secrets in the Transferred Intellectual Property.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment and not otherwise defined herein that are defined in the Purchase Agreement have the meaning ascribed to them in the Purchase Agreement.

2. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person’s successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) references to any Schedule, Section, subsection and other subdivision refer to the corresponding Schedules, Sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise; (d) references in any Section or definition to any clause means such clause of such Section or definition; (e) “hereunder,” “hereof,” “hereto” and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment; (f) the word “or” is not exclusive, and the word “including” (in its various forms) means “including without limitation”; (g) references to “days” are to calendar days; and (h) all references to money refer to the lawful currency of the United States. The Section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.

3. Assignment. Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee, all of Assignor’s worldwide rights, title and interest and benefit in and to the Transferred Intellectual Property, together with the right to all

past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Transferred Intellectual Property, including the goodwill of the businesses connected to the use of any of the Transferred Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made, and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office, the Copyright Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Entity to record Assignee as owner of the Patents, Trademarks, Copyrights and Domain Names and of the entire title and interest in, to and under the same, for the use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignor shall take all steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Transferred Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto, and that such assignment is properly recorded.

5. Cooperation. Assignor hereby covenants and agrees that it shall communicate to Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Transferred Intellectual Property) known to Assignor with respect to the Transferred Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and take any other actions, in each case using its reasonable best efforts and in each case promptly following the reasonable request of Assignee, to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Transferred Intellectual Property and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of Assignor's obligations set forth in this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction).

7. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

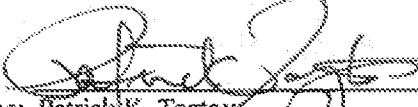
8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Assignment and any agreement or instrument entered into in connection with this Assignment, and any amendment hereto or thereto, by any of the Parties or any other Person may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such Party's or

Person's signature, and such portable document format (.pdf), or electronic production or reproduction signature shall be deemed to constitute the original signature of such Party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first set forth above.

ASSIGNEE

BMC SOFTWARE, INC.

By:   
Name: Patrick K. Tagtow  
Title: Senior Vice President and General Counsel

ASSIGNOR

BOUNDARY, INC.

By: \_\_\_\_\_  
Name: Larry Warnock  
Title: Interim President

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY ASSIGNMENT

PATENT  
REEL: 036430 FRAME: 0008

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first set forth above.

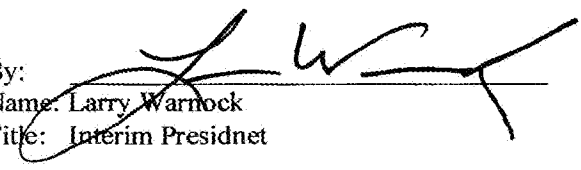
**ASSIGNEE**

**BMC SOFTWARE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR**

**BOUNDARY, INC.**

By:   
Name: Larry Warnock  
Title: Interim President

## **Schedule 1**

### **Patents**

#### **Pending Non-Provisional Patents**

<b>PLW No.</b>	<b>PLW Atty</b>	<b>Title</b>	<b>Status</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Inventor Name(s)</b>	<b>Related Cases</b>	<b>Assigned To</b>
03804 US	MEB	Application Monitoring for Cloud-Based Architectures	Response to 1st Office Action Due by 5/27/2015 (extendable) and 8/27/2015 (absolute)	13/900,441	May 22, 2013	Cliff Moon; Benjamin Black	03690 PR 03705 PR	Boundary, Inc.



**Schedule 2**

**Domain Names**

**www.boundary.com**

**Schedule 3**

**Trademarks**

**None.**