

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7698499

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DYNATRACE SOFTWARE GMBH	12/15/2022
RECEIVING PARTY DATA	
Name:	DYNATRACE LLC
Street Address:	1601 TRAPELO ROAD
Internal Address:	SUITE 116
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02451
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	11744876
Application Number:	61480689
Application Number:	61482642
Application Number:	61534490
Application Number:	13455764
Application Number:	15056302
Application Number:	11502660
Application Number:	12191409
Application Number:	13560153
Application Number:	12120495
Application Number:	12971408
Application Number:	12627183
Application Number:	12120645
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<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>	
Phone:	248-641-1230
Email:	troy@mailroom@harnessip.com, jmudge@harnessip.com

Correspondent Name: HARNESS, DICKEY & PIERCE, P.L.C.
Address Line 1: 5445 CORPORATE DRIVE
Address Line 2: SUITE 200
Address Line 4: TROY, MICHIGAN 48098

ATTORNEY DOCKET NUMBER: 17073

NAME OF SUBMITTER: JESSICA MUDGE

SIGNATURE: /Jessica Mudge/

DATE SIGNED: 12/16/2022

Total Attachments: 8

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“Assignment”) is made as of the last date written below (“Effective Date”), by and between:

Dynatrace Software GmbH in Liqu., an Austrian limited liability company, having a place of business at Am Fünfundzwanziger Turm 20, A-4020 Linz, Austria, registered with the Austrian Commercial Register under FN 259329t (hereafter the "Assignor"); and

Dynatrace LLC, a Delaware limited liability company, having a place of business at 1601 Trapelo Road, Suite 116, Waltham, Massachusetts 02451 (hereafter the "Assignee").

Assignor and Assignee shall also be referred to individually and collectively as "Party" or "Parties".

Background

Assignor is the owner of all right, title and interest, worldwide, in the patents and patent applications listed in the Appendix to this Agreement (the “Patents,” as further defined below).

Assignor and Assignee are affiliated corporate entities. Assignor and Assignee want to convey the Patents from Assignor to Assignee.

Accordingly, for of the sum of One Dollar (\$1.00) or equivalent good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows.

1. As referred to herein, “Patents” means the patents and applications set forth above, the inventions described and claimed therein, and all associated intellectual property rights, worldwide, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications. Such rights include (i) all rights under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to any of the foregoing; (iii) all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights

relating to any of the foregoing; (iv) all rights to any documentation evidencing, concerning or related to any of the foregoing (particularly documents, sketches, technical descriptions, etc. relating to the Patents and/or submitted or presented to the relevant patent office(s) in connection with the application of the Patents); and (v) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

2. Assignor hereby assigns to Assignee all right, title and interest to the Patents, worldwide. Such right, title, and interest will be held and enjoyed by Assignee and Assignee's successors in interest to the full end of any term, and to the full extent, as the Patents would have been held and enjoyed by Assignor if no assignment had been made to Assignee. Assignee hereby acknowledges and accepts the foregoing assignment.

Insofar as the mode necessary for the Assignment of the Patents according to applicable law requires the handover of the patents, Assignor hereby hands over the Patents to Assignee with effect from the Effective Date. Assignee shall be the legal owner of the Patents under civil law and shall be entitled to use them without any restrictions and without any further payment.

In addition to the above paragraph of this clause 2., Assignor hands over to the Assignee as of the Effective Date the patent register documents of the Patents in its possession for the purpose of assignment of all right, title and interest and transfer of ownership to the Patents.

3. Assignor hereby authorizes the officials of relevant government agencies or entities in any applicable jurisdiction to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignor's sole cost and expense, Assignor and its successors in interest shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Patents, or any assignee or successor of the Assignee.

4. Assignor hereby irrevocably designates and appoints Assignee (including its duly authorized officers and agents) as Assignor's agents and hereby irrevocably grants Assignee a durable power of attorney to execute, deliver and file such documents and to do all other lawfully permitted acts to further the assignment, prosecution, issuance, maintenance, and enforcement of the Patents with the same force and effect as if executed by Assignee, to the full extent permitted by law. Assignor grants Assignee the power and authority to, after execution of this Assignment Agreement, correct any typographical errors in application numbers, filing dates, and titles in the Appendix.

5. Assignor warrants that

- a. he is the sole legal and beneficial owner of all right, title and interest to the Patents which are necessary for the Assignment;
- b. since the application of the Patents no third-party rights to the Patents have been asserted (e.g. in the form of out-of-court demand letters, court injunctions, requests for cancellation, etc.);
- c. since the application of the patents no applications for declaration of nullity, revocation, cancellation or the like have been filed with the competent patent offices;
- d. as of the Effective Date he has not granted any security rights (e.g. pledge, assignment as security, etc.) or any kind of licensing or usage rights to any third parties in respect of the Patents and therefore the Patents and their usage and exploitation are not subject to any legal limitations and restrictions.

Assignor shall indemnify Assignee upon first demand against all claims of any third parties which are justifiably asserted on the basis of a breach of the warranties given under clause 5. This includes in particular costs for reasonable legal defense as well as payments to fulfill a commercially reasonable settlement.

6. The legal validity, interpretation and performance of this Assignment shall be governed in accordance with the laws of the State of Delaware (USA) to the exclusion of conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods. For all

disputes arising out of or relating to the conclusion, breach, dissolution or invalidity of this Assignment, the federal and state courts of the State of Delaware (USA) shall have exclusive jurisdiction.

Should any provision of this Assignment be or become wholly or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision which comes as close as possible to the economic content of the invalid or unenforceable provision; the same shall apply mutatis mutandis to any loopholes in this Assignment.

This Assignment and all documents referred to in this Assignment conclusively contain all agreements relating to the assignment of the Patents by the Assignor to the Assignee. Any previous agreements and understandings between the Parties in connection with the assignment of the Patents, whether in writing or orally, shall hereby terminate.

Amendments or supplements to this Assignment require a written agreement to be signed by the Parties in order to be effective, unless notarial deed form is prescribed by law. This shall also apply to the agreement to abandon the written form.

IN WITNESS WHEREOF, the Assignment is hereby executed by the Assignor's and Assignee's undersigned representatives on the dates indicated below.

ASSIGNOR:

Dynatrace Software GmbH in Liqu.

By: Rich Bowers

Date: December 15, 2022

Name: Rich Bowers

Title: VP Finance

ASSIGNEE:

Dynatrace LLC

By: Sandra Escher

Date: December 14, 2022

Name: Sandra Escher

Title: Vice President

Appendix

Application No.	Filing Date	Patent No.	Issue Date	Title	Country
11/744,876	May 6, 2007	8,464,225	June 11, 2013	Method And System For Adaptive, Generic Code Instrumentation Using Run-Time Or Load-Time Generated Inheritance Information For Diagnosis And Monitoring Application Performance And Failure	US
61/480,689	April 29, 2011			Method And System For Transaction Controlled Sampling Of Distributed Heterogeneous Transactions Without Source Code Modifications	US
61/482,642	May 5, 2011			Method And System For Transaction Controlled Sampling Of Distributed Heterogeneous Transactions Without Source Code Modifications	US
61/534,490	September 14, 2011			Method And System For Transaction Controlled Sampling Of Distributed Heterogeneous Transactions Without Source Code Modifications	US
13/455,764	April 25, 2012	9,274,919	March 1, 2016	Transaction Tracing Mechanism Of Distributed Heterogenous Transactions Having Instrumented Byte Code With Constant Memory Consumption And Independent Of Instrumented Method Call Depth	US
15/056,302	February 29, 2016	9,811,362	November 7, 2017	Method And System For Transaction Controlled Sampling Of Distributed	US

				Heterogeneous Transactions Without Source Code Modifications	
11/502,660	August 11, 2006	8,402,443	March 19, 2013	Method And System For Automated Analysis Of The Performance Of Remote Method Invocations In Multi-Tier Applications Using Bytecode Instrumentation	US
12/191,409	August 14, 2008	8,234,631	July 31, 2012	Method And System For Tracing Individual Transactions At The Granularity Level Of Method Calls Throughout Distributed Heterogeneous Applications Without Source Code Modifications	US
13/560,153	July 27, 2012	8,832,665	September 9, 2014	Method And System For Tracing Individual Transactions At The Granularity Level Of Method Calls Throughout Distributed Heterogeneous Applications Without Source Code Modifications Including The Detection Of Outgoing Requests	US
12/120,495	May 14, 2008	8,151,277	April 3, 2012	Method And System For Dynamic Remote Injection Of In-Process Agents Into Virtual Machine Based Applications	US
12/971,408	December 17, 2010	9,231,858	January 5, 2016	Completeness Detection Of Monitored Globally Distributed Synchronous And Asynchronous Transactions	US
12/627,183	November 30, 2009	8,533,687	September 10, 2013	Methods And System For Global Real-Time Transaction Tracing	US

12/120,645	May 15, 2008	7,957,934	June 7, 2011	Method And System For Processing Application Performance Data Outside Of Monitored Applications To Limit Overhead Caused By Monitoring	US
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