

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keynote Systems, Inc.		08/22/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2849954	CUSTOMER EXPERIENCE RANKINGS
Registration Number:	2780442	DATA PULSE
Registration Number:	3809211	FLEXUSE
Registration Number:	2163063	KEYNOTE
Registration Number:	3715270	KEYNOTE
Registration Number:	2842930	KEYNOTE
Registration Number:	3147424	KEYNOTE RED ALERT
Registration Number:	2853506	KEYNOTE THE INTERNET PERFORMANCE AUTHORI
Registration Number:	3677139	K KEYNOTE THE MOBILE & INTERNET PERFORMA
Registration Number:	3677138	K KEYNOTE THE MOBILE & INTERNET PERFORMA
Registration Number:	2853454	MYKEYNOTE
Registration Number:	2442941	PERSPECTIVE
Registration Number:	2366614	PERSPECTIVE
Registration Number:	2328263	THE INTERNET PERFORMANCE AUTHORITY

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Registration Number:	2328255	THE INTERNET PERFORMANCE AUTHORITY
Registration Number:	3673688	THE MOBILE & INTERNET PERFORMANCE AUTHOR
Registration Number:	3673687	THE MOBILE & INTERNET PERFORMANCE AUTHOR
Registration Number:	3142789	WEBEFFECTIVE
Registration Number:	3974252	DEMOANYWHERE
Registration Number:	3974251	DEVICEANYWHERE
Registration Number:	3984775	DEVICEANYWHERE PROOF CENTER
Registration Number:	3984776	DEVICEANYWHERE TEST CENTER
Registration Number:	4005282	MONITORANYWHERE

CORRESPONDENCE DATA

Fax Number: 6179518736
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-951-8132
Email: linda.salera@bingham.com
Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	08/22/2013

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of August 22, 2013 is made by the persons signatory hereto or hereafter made a party hereto (the "**Grantors**" and each a "**Grantor**"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("**ARCC**"), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among HAWAII PARENT CORP., a Delaware corporation ("**Parent**"), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, HAWAII MERGER CORP., a Delaware corporation and wholly-owned subsidiary of Parent (the "**Merger Sub**"), KEYNOTE SYSTEMS, INC., a Delaware corporation, as successor to Merger Sub by operation of law ("**Keynote**", and, together with Merger Sub, the "**Borrowers**", and each a "**Borrower**"), the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KEYNOTE SYSTEMS, INC.,
a Delaware corporation,
as a Grantor

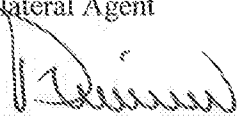
By: 
Name: Curtis H. Smith
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK

REEL: 005096 FRAME: 0067

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

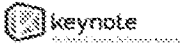

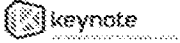
By: 

Name: MICHAEL D. WEINER
AUTHORIZED SIGNATORY

Title:

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Mark	Country	App No.	App Date	Reg No.	Reg. Date
Keynote Systems, Inc.	CUSTOMER EXPERIENCE RANKINGS	U.S.	78/287105	8/13/2003	2849954	6/1/2004
Keynote Systems, Inc.	DATA PULSE	U.S.	76/392074	4/5/2002	2780442	11/4/2003
Keynote Systems, Inc.	FLEXUSE	U.S.	77/728526	5/4/2009	3809211	6/29/2010
Keynote Systems, Inc.	KEYNOTE	U.S.	74/713308	8/9/1995	2163063	6/9/1998
Keynote Systems, Inc.	KEYNOTE	U.S.	77/762959	6/18/2009	3715270	11/24/2009
Keynote Systems, Inc.	KEYNOTE	U.S.	78/180295	10/30/2002	2842930	5/18/2004
Keynote Systems, Inc.	KEYNOTE RED ALERT	U.S.	78/180676	10/30/2002	3147424	9/26/2006
Keynote Systems, Inc.	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY and Design 	U.S.	78/192143	12/6/2002	2853506	6/15/2004
Keynote Systems, Inc.	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY and Design 	U.S.	77/305232	10/16/2007	3677139	9/1/2009
Keynote Systems, Inc.	K KEYNOTE THE MOBILE & INTERNET PERFORMANCE AUTHORITY and Design 	U.S.	77/305225	10/16/2007	3677138	9/1/2009
Keynote Systems, Inc.	MYKEYNOTE	U.S.	78/180294	10/30/2002	2853454	6/15/2004
Keynote Systems, Inc.	PERSPECTIVE	U.S.	75/219950	12/31/1996	2442941	4/10/2001

Grantor	Mark	Country	App No.	App Date	Reg No.	Reg. Date
Keynote Systems, Inc.	PERSPECTIVE	U.S.	75/220003	12/31/1996	2366614	7/11/2000
Keynote Systems, Inc.	THE INTERNET PERFORMANCE AUTHORITY	U.S.	75/536908	8/14/1998	2328263	3/14/2000
Keynote Systems, Inc.	THE INTERNET PERFORMANCE AUTHORITY	U.S.	75/535999	8/14/1998	2328255	3/14/2000
Keynote Systems, Inc.	THE MOBILE & INTERNET PERFORMANCE AUTHORITY	U.S.	77/305211	10/16/2007	3673688	8/25/2009
Keynote Systems, Inc.	THE MOBILE & INTERNET PERFORMANCE AUTHORITY	U.S.	77/305200	10/16/2007	3673687	8/25/2009
Keynote Systems, Inc.	WEBEFFECTIVE	U.S.	78/175452	10/17/2002	3142789	9/12/2006
Keynote Systems, Inc.	DEMOANYWHERE	U.S.	85/156406	10/19/2010	3974252	6/7/2011
Keynote Systems, Inc.	DEVICEANYWHERE	U.S.	85/156403	10/19/2010	3974251	6/7/2011
Keynote Systems, Inc.	DEVICEANYWHERE PROOF CENTER	U.S.	85/156408	10/19/2010	3984775	6/28/2011
Keynote Systems, Inc.	DEVICEANYWHERE TEST CENTER	U.S.	85/156412	10/19/2010	3984776	6/28/2011
Keynote Systems, Inc.	MONITORANYWHERE	U.S.	85/156413	10/19/2010	4005282	8/2/2011