

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579660

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-----------------------|
| COMPUWARE CORPORATION | | 06/01/2020 | Corporation: MICHIGAN |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | The Bank of New York Mellon Trust Company, N.A., as collateral agent |
| Street Address: | 601 Travis Street, 16th Floor |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77002 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 1366370 | ABEND-AID |
| Registration Number: | 2360960 | ABEND-AID FAULT MANAGER |
| Registration Number: | 1197746 | ABR |
| Registration Number: | 1225763 | AUTOMATIC BACKUP & RECOVERY |
| Registration Number: | 4111984 | AUTOSTROBE |
| Registration Number: | 5336723 | CLOUDVTB |
| Registration Number: | 1128890 | COMPAKTOR |
| Registration Number: | 5584510 | COMPUWARE |
| Registration Number: | 3575285 | COMPUWARE |
| Registration Number: | 2158693 | COMPUWARE |
| Registration Number: | 1620576 | COMPUWARE |
| Registration Number: | 5755914 | COMPUWARE APPLICATION AUDIT |
| Registration Number: | 5285194 | COPE |
| Registration Number: | 1853540 | DBA-XPERT |
| Registration Number: | 3991210 | DEVENTERPRISE |
| Registration Number: | 1182813 | DSF |
| Registration Number: | 5107660 | FATS |
| Registration Number: | 1360366 | FDR |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 2606860 | FDR PLUG AND SWAP |
| Registration Number: | 1990653 | FDR/UPSTREAM |
| Registration Number: | 3267783 | FDRCRYPT |
| Registration Number: | 2402651 | FDRINSTANT |
| Registration Number: | 2597106 | FDRPAS |
| Registration Number: | 1759653 | FDRREORG |
| Registration Number: | 2166859 | FDRSOS |
| Registration Number: | 2369445 | FDRCLONE |
| Registration Number: | 1342129 | FILE-AID |
| Registration Number: | 2335549 | FILE-AID/DATA SOLUTIONS |
| Registration Number: | 4112010 | HIPERSTATION |
| Registration Number: | 1515212 | IAM |
| Registration Number: | 1552538 | INNOVATION |
| Registration Number: | 2096665 | ISPW |
| Registration Number: | 4111983 | ISTROBE |
| Registration Number: | 4493234 | NXBRIDGE |
| Registration Number: | 4111982 | STROBE |
| Registration Number: | 0992021 | STROBE |
| Registration Number: | 1659514 | THRUPUT MANAGER |
| Registration Number: | 5046141 | TOPAZ |
| Registration Number: | 1342271 | XPEDITER |
| Registration Number: | 2412313 | XPEDITER/CODE COVERAGE |
| Registration Number: | 2881187 | XPEDITER/XCHANGE |
| Registration Number: | 5587722 | ZADVISER |
| Serial Number: | 88714518 | COMPUWARE |
| Serial Number: | 88714526 | |

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.00069

NAME OF SUBMITTER: Javier J. Ramos

| | |
|--|-------------------|
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 06/04/2020 |
| Total Attachments: 9 source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page1.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page2.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page3.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page4.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page5.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page6.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page7.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page8.tif source=Canyonlands - 1L Notes Trademark Security Agreement (Compuware) (Executed)#page9.tif | |

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 1, 2020, is among the Persons listed on the signature pages hereof (the “Grantors”), in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (in such capacity, the “Agent”) for the benefit of the First Lien Notes Secured Parties in connection with that certain Indenture, dated as of June 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among Boxer Parent Company, Inc., a Delaware corporation (the “Issuer”), the Guarantors party thereto from time to time and The Bank of New York Mellon Trust Company, N.A., as the Trustee and the Collateral Agent for the benefit of the First Lien Notes Secured Parties.

W I T N E S S E T H:

WHEREAS, in connection with the Indenture, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of June 1, 2020 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the First Lien Notes Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property;

WHEREAS, the Grantors are Affiliates of one another and will derive substantial direct and indirect benefits from the issuance of the Notes pursuant to the Indenture, and each of the Grantors is willing to execute and deliver this Agreement for the benefit of the First Lien Notes Secured Parties; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Indenture and induce the Holders to purchase the Notes, the Grantors hereby agree with the Collateral Agent, for the benefit of the First Lien Notes Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the First Lien Notes Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the First Lien Notes Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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 First Lien Notes Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the First Lien Notes Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the First Lien Notes Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security 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 Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.

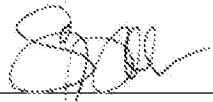
5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic signature and transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


7. Recitals. The recitals contained herein shall be taken as the statements of the Grantors, and the Collateral Agent assumes no responsibility for their correctness. The Collateral Agent makes no representations as to the validity or sufficiency of this Agreement.

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.

COMPUWARE CORPORATION,
as the Grantor


By: 
Name: Stephen B. Solcher
Title: Senior Vice President, Chief Financial
Officer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., not in its individual capacity, but
solely as the Collateral Agent

By: 
Name: Manjari Purkayastha
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications



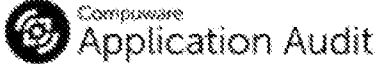

| OWNER | APPLICATION NUMBER | REGISTRATION NUMBER | TRADEMARK |
|--|---------------------------|----------------------------|--|
| COMPUWARE CORPORATION | 73432736 | 1366370 | ABEND-AID |
| COMPUWARE CORPORATION | 75832130 | 2360960 | ABEND-AID FAULT MANAGER |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹ | 73278482 | 1197746 | ABR |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ² | 73278480 | 1225763 | AUTOMATIC BACKUP & RECOVERY |
| COMPUWARE CORPORATION | 85417547 | 4111984 | AUTOSTROBE |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ³ | 87188240 | 5336723 | CLOUDVTB Design  |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁴ | 73175389 | 1128890 | COMPAKTOR |
| COMPUWARE CORPORATION | 87805001 | 5584510 | COMPUWARE |

¹ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

² Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

³ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁴ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

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| COMPUWARE CORPORATION | 88714518 | -- | COMPUWARE Design  |
| COMPUWARE CORPORATION | 77456721 | 3575285 | COMPUWARE Design  |
| COMPUWARE CORPORATION | 75269287 | 2158693 | COMPUWARE |
| COMPUWARE CORPORATION | 74028190 | 1620576 | COMPUWARE |
| COMPUWARE CORPORATION | 88124928 | 5755914 | COMPUWARE APPLICATION AUDIT Design  |
| COMPUWARE CORPORATION | 87337972 | 5285194 | COPE |
| COMPUWARE CORPORATION | 74395658 | 1853540 | DBA-XPERT |
| COMPUWARE CORPORATION | 88714526 | -- | Design Only  |
| COMPUWARE CORPORATION | 85121595 | 3991210 | DEVENTERPRISE |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁵ | 73304048 | 1182813 | DSF |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁶ | 86801544 | 5107660 | FATS |

⁵ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁶ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

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| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁷ | 73530470 | 1360366 | FDR |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁸ | 76161937 | 2606860 | FDR PLUG AND SWAP |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ⁹ | 74/480051 | 1990653 | FDR/UPSTREAM |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁰ | 78771059 | 3267783 | FDRCRYPT |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹¹ | 75578821 | 2402651 | FDRINSTANT |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹² | 76125739 | 2597106 | FDRPAS |

⁷ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁸ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

⁹ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

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¹² Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

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| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹³ | 74294555 | 1759653 | FDRREORG |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁴ | 75141613 | 2166859 | FDRSOS |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁵ | 75593817 | 2369445 | FDRCLONE |
| COMPUWARE CORPORATION | 73446715 | 1342129 | FILE-AID |
| COMPUWARE CORPORATION | 75669665 | 2335549 | FILE-AID/DATA SOLUTIONS |
| COMPUWARE CORPORATION | 85436469 | 4112010 | HIPERSTATION |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁶ | 73704178 | 1515212 | IAM |
| COMPUWARE CORPORATION (USPTO OWNER: INNOVATION DATA PROCESSING, INC.) ¹⁷ | 73380415 | 1552538 | INNOVATION |
| COMPUWARE CORPORATION | 75054646 | 2096665 | ISPW |
| COMPUWARE CORPORATION | 85417535 | 4111983 | ISTROBE |
| COMPUWARE CORPORATION | 85413558 | 4493234 | NXBRIDGE |

¹³ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

¹⁴ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

¹⁵ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

¹⁶ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

¹⁷ Documents evidencing the assignment from Innovation Data Processing, Inc. to Compuware Corporation are in the process of being recorded with the USPTO.

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| COMPUWARE CORPORATION | 85417522 | 4111982 | STROBE |
| COMPUWARE CORPORATION | 72453764 | 0992021 | STROBE |
| COMPUWARE CORPORATION | 74066086 | 1659514 | THRUPUT MANAGER |
| COMPUWARE CORPORATION | 86439715 | 5046141 | TOPAZ |
| COMPUWARE CORPORATION | 73496656 | 1342271 | XPEDITER |
| COMPUWARE CORPORATION | 75832126 | 2412313 | XPEDITER/CODE COVERAGE |
| COMPUWARE CORPORATION | 76548504 | 2881187 | XPEDITER/XCHANGE |
| COMPUWARE CORPORATION | 87599937 | 5587722 | ZADVISER |