

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Raytheon Company		07/18/2003	CORPORATION: DELAWARE
SilentRunner, Inc.		07/18/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Computer Associates International, Inc.
Street Address:	One Computer Associates Plaza
City:	Islandia
State/Country:	NEW YORK
Postal Code:	11749
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2396342	SILENT RUNNER
Serial Number:	76506863	MOBILE FORENSIC ANALYST
Serial Number:	78152655	LOGADVISOR
Registration Number:	2499093	S R SILENT RUNNER

CORRESPONDENCE DATA

Fax Number: (214)661-4899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.953.6500

Email: daltndept@bakerbotts.com

Correspondent Name: Priscilla L. Dunckel

Address Line 1: 2001 Ross Avenue, Suite 600

Address Line 2: Baker Botts L.L.P.

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

063170.2633

NAME OF SUBMITTER:

B. K. Drinkwater

TRADEMARK

900003779

REEL: 002766 FRAME: 0039

CH \$115.00 2396342

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 18, 2003 (the "Effective Date") is from each of Raytheon Company and SilentRunner, Inc., each a Delaware corporation (collectively, the "Assignor"), to Computer Associates International, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign all of its worldwide rights, title and interests with respect to the trademarks and trademark applications described on Schedule A (the "Trademarks") attached hereto to Assignee, and Assignee desires to accept such assignment.

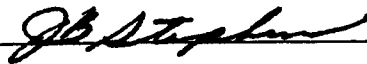
NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all worldwide right, title and interest in and to the Trademarks, including the goodwill associated therewith, and further including without limitation, as the following relate to the Trademarks, the right to apply for and secure registration or other statutory protection for the Trademarks in the name of Assignee, the right to international trademarks relating to any of the foregoing, and applications therefor, and the right to apply for and obtain any renewal of any registrations thereof. Assignor and Assignee agree that, from time to time, at or after the date hereof, each of them will execute and deliver such further instruments of conveyance and transfer and take such other action as may be reasonably required or desirable to carry out the purposes and intent of this Assignment.
2. Binding Provisions. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York without reference to the choice of law principles thereof.

[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the Effective Date.

RAYTHEON COMPANY

By: 
Name: _____
Title: _____

SILENTRUNNER, INC.

By: _____
Name: _____
Title: _____

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this
Assignment as of the Effective Date.

RAYTHEON COMPANY

By: _____
Name: _____
Title: _____

SILENTRUNNER, INC.

By: John R. Harbison
Name: John R. Harbison
Title: Chief Executive Officer

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the Effective Date.

RAYTHEON COMPANY

By: _____
Name: _____
Title: _____

SILENTRUNNER, INC.

By: _____
Name: _____
Title: _____

COMPUTER ASSOCIATES INTERNATIONAL, INC.

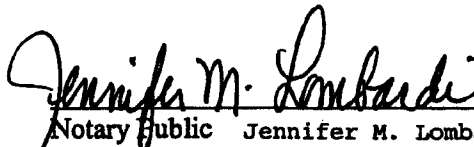
By: JM _____
Name: James McGarry _____
Title: VP _____

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 002766 FRAME: 0044

COMMONWEALTH OF MASSACHUSETTS
STATE OF)
) :SS
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 18th day of July, 2003, by ^{Jay B. Stephens,} ~~Senior Vice President and General Counsel~~ of Raytheon Company, as his act and deed, and the free act and deed of said corporation.


Notary Public Jennifer M. Lombardi
My commission expires: September 4, 2003

STATE OF)
) :SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ of SilentRunner, Inc., as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF)
) :SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ of Computer Associates International, Inc. as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

[Signature Page to Trademark Assignment]

STATE OF)
) :SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ of Raytheon Company, as his act and deed, and the free act and deed of said corporation.

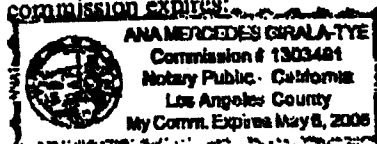
Notary Public
My commission expires:

STATE OF)
) :SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 18 day of JULY, 2003, by JOHN H. HARRIS of SilentRunner, Inc., as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF)
) :SS
COUNTY OF)



The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ of Computer Associates International, Inc. as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

!Signature Print in Trademark Assignment!

STATE OF)
) :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ of Raytheon Company, as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF)
) :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ of SilentRunner, Inc., as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF New York)
) :ss
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me this 18th day of July, 2003, by James McGarry of Computer Associates International, Inc. as his act and deed, and the free act and deed of said corporation.

Lisa M. Grosso

Notary Public
My commission expires:

Lisa M. Grosso
Notary Public State of New York
No. 01GR6068844
Qualified in Suffolk County
Commission Expires January 14, 2006

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 002766 FRAME: 0047

Schedule A

Trademarks and Trademark Applications

Ref No.	Mark	Country	Filing Date	Application	Registration No.	Date Registered
T98E001	SILENT RUNNER	US	28-Aug-1998	75/544672	2396342	17-Oct-2001
		AU	8-Feb-1999	784908	784908	20-Sep-2000
		CA	5-Feb-1999	1004403	1004403	12-Jul-2002
		CH	22-Feb-1999	1611/1999	464211	19-Aug-1999
		CTM	19-Feb-1999	1082668	1082668	7-Jun-2000
		IS	18-Feb-1999	42399	952/1999	29-Sep-1999
		JP	19-Feb-1999	1349199	4381134	12-May-2000
		KR	25-Feb-1999	99-5645	460532	10-Dec-1999
		MC	5-Feb-1999	20503	99.20343	5-Feb-1999
		NO	19-Feb-1999	1999-01852	200-597	2-Dec-1999
		NZ	28-Aug-1998	305371	305371	28-Aug-1998
		PL	24-Feb-1999	Z198277		
		TR	26-Feb-1999	16440/T	209464	26-Feb-1999
		TW	3-Mar-1999	88-008589	898543	31-Jul-2000
		US		75/938193	2499093	16-Oct-2001
T99E008	SR SILENT RUNNER & design	AU	14-Mar-2000	827600	827600	26-Feb-2001
		CA	14-Mar-2000	1,050,687	1,050,687	12-Jul-2002
		CH	31-Mar-2000	3959/2000	476672	31-Mar-2000
		CTM	14-Mar-2000	1557412	1557412	19-Jun-2001
		IS	3-Apr-2000	1270/2000	691/2000	31-May-2000
		JP	31-Mar-2000	2000-033289	4547193	12-May-2000
		KR	4-Apr-2000	2000-16231	498786	2-Aug-2001
		MC	17-Mar-2000	21606	0.21384	22-May-2000
		NO	31-Mar-2000	2000-03813	204094	10-Aug-2000
		NZ	14-Mar-2000	610306	610306	14-Sep-2000
		PL	5-Apr-2000	Z216444		
		TR	7-Apr-2000	00/6918	2000/06918	26-Feb-1999
		TW	16-Apr-2000	8918312	950200	16-Jul-2001
		US	9-Aug-2002	78/152655		
		US	16-Apr-2003	76/506863		
T02E011	LOGADVISOR	US				
T03E003	MOBILE FORENSIC ANALYST	US				

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