

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Conversion from Inc. to LLC		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XOSOFT INC.		03/28/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	XOSOFT, LLC		
Street Address:	One CA Plaza		
City:	Islandia		
State/Country:	NEW YORK		
Postal Code:	11749		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3326202	ASSURED RECOVERY	
CORRESPONDENCE DATA			
Fax Number:	2146614691		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-953-6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B. K. Drinkwater@bakerbotts.com		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	063170.8569		
NAME OF SUBMITTER:	B.K. Drinkwater		
Signature:	/B.K. Drinkwater/		
Date:	09/11/2013		

CH \$40.00 3326202

**Total Attachments: 17**

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# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "XOSOFT INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "XOSOFT INC." TO "XOSOFT, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2008, AT 6:41 O'CLOCK P.M.



3079754 8100V

080371930

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6493139

DATE: 04-01-08


TRADEMARK  
REEL: 005108 FRAME: 0425

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:41 PM 03/28/2008  
FILED 06:41 PM 03/28/2008  
SRV 080371930 - 3079754 FILE

STATE OF DELAWARE CERTIFICATE OF CONVERSION  
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY  
PURSUANT TO SECTION 18-214 OF THE LIMITED LIABILITY ACT

1. The jurisdiction where the Corporation first formed is the State of Delaware.
2. The jurisdiction immediately prior to filing this Certificate is the State of Delaware
3. The date the corporation first formed is August 6, 1999.
4. The name of the Corporation immediately prior to filing this Certificate is Xosoft Inc.
5. The name of the Limited Liability Company as set forth in the Certificate of Formation is Xosoft, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 28<sup>th</sup> day of March, 2008.

By:   
William Burns  
Authorized Person

# Delaware

PAGE 2

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "XOSOFT, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2008, AT 6:41 O'CLOCK P.M.



3079754 8100V

080371930

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6493139

DATE: 04-01-08

TRADEMARK  
REEL: 005108 FRAME: 0427

STATE OF DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE OF FORMATION  
OF  
XOSOFT, LLC

This Certificate of Formation for Xosoft, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the Company is Xosoft, LLC.
2. The address of the registered office of the Company in the State of Delaware is 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904. The name and address of the Company's registered agent, as required to be maintained for service of process by Section 18-104 of the Delaware Limited Liability Company Act, are as follows: National Registered Agents, 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 20<sup>th</sup> day of March, 2008.



William Burns  
Authorized Person

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LIMITED LIABILITY COMPANY AGREEMENT

OF

XOSOFT, LLC

Dated as of March 28, 2008

LIMITED LIABILITY COMPANY AGREEMENT

of

XOSOFT, LLC

This Limited Liability Company Agreement (the "Agreement"), dated as of March 28, 2008, is entered into solely by CA, Inc. (the "Member").

WHEREAS, pursuant to section 266 of the Delaware General Corporation Law (the "DGCL"), the Board of Directors and the Sole Stockholder of Xosoft, Inc., a Delaware corporation (the "Corporation"), approved the conversion of the Corporation into Xosoft, LLC, a Delaware limited liability company (the "Company") and the conversion from the Corporation to the Company, the "Conversion";

WHEREAS, the Member has caused the certificate of formation of the Company to be filed with the Office of the Secretary of State of the State of Delaware, and intends thereby and hereby to form a limited liability company in accordance with the Delaware Limited Liability Company Act (the "Act"), and the Member intends by the execution hereof to be the sole Member thereof; and

WHEREAS, the Member desires to provide for the operation and management of the Company for the purposes stated herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Member hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1

- (a) "Act" shall have the meaning set forth in the Preamble.
- (b) "Agreement" shall have the meaning set forth in the Preamble.
- (c) "Board of Directors" shall have the meaning set forth in the Section 4.2(a).
- (d) "Chairman" shall have the meaning set forth in Section 4.6.
- (e) "Company" shall have the meaning set forth in the Preamble.
- (f) "Common Stock" shall mean shares of common stock, par value \$0.01 per share, of the Corporation.



- (g) “Conversion” shall have the meaning set forth in the Preamble.
- (h) “Corporation” shall have the meaning set forth in the Preamble.
- (i) “DGCL” shall have the meaning set forth in the Preamble.
- (j) “Director” means any Person elected as a member of the Board of Directors as provided in this Agreement (but does not include any Person who has ceased to be a member of the Board of Directors)
- (k) “Member” shall have the meaning set forth in the Preamble.
- (l) “Membership Interest” shall mean a portion of all or a specified category of the rights, duties, obligations and ownership interests in the Company including, but not limited to, rights to a share of the profits and losses of the Company and to receive distributions of the Company’s assets which is issued pursuant to this Agreement (including fractional portions thereof).
- (m) “Person” means an individual or a corporation, limited liability company, partnership (whether general, limited or limited liability), trust, unincorporated organization, joint stock company, joint venture, association or other entity, or any government, or any agency or political subdivision thereof.

## ARTICLE II

### FORMATION OF THE COMPANY

Section 2.1 Formation. The Member acknowledges that the certificate of formation of the Company has been filed, on its behalf, with the Office of the Secretary of State of the State of Delaware on the date hereof. The Member agrees to be bound by and comply with the provisions thereof and hereof.

Section 2.2 Registered Office. The registered office in the State of Delaware shall be:

National Registered Agents  
160 Greentree Drive, Suite 101  
Dover, Delaware 19904

Section 2.3 Registered Agent. The registered agent of the Company shall be National Registered Agents

Section 2.4 Purpose and Character of Business. The Company is formed for the object and purpose of, and the Company's business is, to engage in any and all lawful acts

and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing.

Section 2.5 Duration. The Company shall continue perpetually unless the Company is sooner dissolved pursuant to Section 8.1 hereof.

Section 2.6 Filings, Reports and Formalities. The Member shall cause the Company to make all filings and to submit all reports required to be filed or submitted under the Act with respect to the Company, and shall cause the Company to make such filings or take such other actions required under the laws of any jurisdiction where the Company conducts business. Throughout the term of the Company, the Member shall cause the Company to comply with all requirements necessary to maintain the limited liability of the Member under the laws of the State of Delaware and of each other jurisdiction in which the Company does business.

### ARTICLE III

#### CAPITAL CONTRIBUTIONS

##### Section 3.1 Capital Contributions.

(a) The Member shall not be obligated to make any contribution of capital or assets to the Company. Pursuant to the Plan and Agreement of Conversion dated March 28, 2008, all Common Stock outstanding at the time of the Conversion was automatically converted into Membership Interests in the Company. Exhibit A, attached hereto, sets forth the number of Membership Interests issued to the Member, such Membership Interests representing all of the outstanding Membership Interests in the Company.

(b) The Company may issue a certificate evidencing the Member's Membership Interest in the Company in accordance with Section 18-702(c) of the Act.

(c) If the Member determines that additional capital contributions are necessary, the Member shall make such additional capital contributions in cash or property in the amount so determined by the Member.

Section 3.2 Return of Contributions. No interest shall accrue on any contributions to the capital of the Company. The Member shall not have the right to withdraw or to be repaid any capital contribution made by the Member except as otherwise provided herein or by the Act.

Section 3.3 Liability of Member. The Member shall not be personally liable for the debts, obligations or liabilities of the Company solely by reason of being the Member of the Company. Notwithstanding any provision herein to the contrary, in no event shall the liability of the Member for the debts, obligations or liabilities of the Company exceed the Member's aggregate capital contributions to the Company.

(b) The Member's interest in the Company shall be personal property for all purposes. All property owned by the Company shall be deemed to be owned by the Company as an entity and the Member shall not be deemed to own any such property or any portion thereof.

#### ARTICLE IV

##### MANAGEMENT OF THE COMPANY

###### Section 4.1 Management

(a) Subject to the delegation of rights and powers as provided for in this Section 4.1, the Board of Directors shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company. The Member, by reason of its status as such, shall not have any authority to act for or bind the Company but shall only have the right to vote on or approve the actions herein specified to be voted on or approved by the Member.

(b) The officers of the Company shall be elected, removed, and perform such functions as provided in this Section 4.1. The Board of Directors may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion. The Board of Directors may delegate to any officer of the Company or to any such other person or entity such authority to act on behalf of the Company as the Board of Directors may from time to time deem appropriate in its sole discretion.

###### Section 4.2 Board of Directors.

(a) Except for situations in which the approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Directors of the Company (the "Board of Directors"), who shall collectively constitute "managers" of the Company within the meaning of the Act. No Director, solely in his or her capacity as such, shall have any power to act for, sign for or do any act that would bind the Company, unless the Board of Directors shall provide otherwise.

(b) Except as otherwise described herein, the authority and functions of the Board of Directors shall be identical to the authority and functions of the board of directors of a corporation organized under the DGCL and, to the fullest extent permitted by applicable law, each Director shall have such rights and duties as are applicable to a director of a corporation organized under the DGCL. In exercising the powers and managing the business and affairs of the Company, the Board of Directors shall do all such lawful acts and things as it deems necessary and proper to comply with the Act and this Agreement.

Section 4.3 Actions by the Board of Directors; Committees; Reliance on Authority.

(a) In managing the business and affairs of the Company and exercising its powers, the Board of Directors shall act (i) collectively through meetings and written consents pursuant to Sections 4.6 and 4.7 and (ii) through committees pursuant to Section 4.3(b).

(b) The Board of Directors may, from time to time, designate one or more committees, each of which shall be comprised of one or more Directors. Any such committee, to the extent provided in such resolution or in this Agreement, shall have and may exercise all of the authority of the Board of Directors, subject to the limitations set forth in the Act. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum, and the affirmative vote of a majority of the members present at a meeting at which a quorum is present, shall be necessary for the adoption of any resolution. The Board of Directors may dissolve any committee at any time, unless otherwise provided herein.

(c) Any Person dealing with the Company, other than a Member, may rely on the authority of any officer of the Company in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

Section 4.4 Composition; Number; Term of Office.

(a) The Board of Directors shall initially consist of three (3) Directors which Directors shall initially be those individuals who were serving as Directors of the Corporation immediately prior to the Conversion. The Directors shall initially be William Burns, Jay Diamond and James Hodge.

(b) Each Director shall hold office until his or her earlier death, resignation or removal. Unless otherwise provided in this Agreement, the Directors need not be Members or residents of the State of Delaware.

(c) The Member agrees that it will execute a written consent and take all other necessary action in order to designate or remove Directors as required by this Section 4.4 and to ensure that the composition of the Board of Directors is as set forth in this Section 4.4. The Company will take all actions that are necessary and within its power to ensure that the composition of the Board of Directors is as set forth in this Section 4.4.

Section 4.5 Vacancies; Removal; Resignation. Any vacancy to be filled by reason of an increase in the number of Directors may be filled by the vote of the Board of Directors. Any vacancy to be filled other than by reason of an increase in the number of Directors may be filled by (i) the written consent of the Member or (ii) the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. Any Director may be removed, with or without cause, by written consent of the Member. Any Director may resign at any time. Such resignation shall be made in writing and shall take effect

at the time specified therein, or, if no time be specified, at the time of its receipt by the remaining Board of Directors. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4.6 Voting; Meetings.

(a) A Chairman of the Board of Directors (the "Chairman") may, from time to time, be appointed by at least seventy-five percent (75%) of the Directors from among themselves. The Chairman, if appointed, shall preside over meetings of the Board of Directors and shall otherwise have no greater authority than any other Director.

(b) Each Director, including the Chairman, shall have a single vote. Except as otherwise required by law or any express provision of this Agreement to the contrary, the affirmative vote of a majority of the Directors in attendance at any meeting at which a quorum is present in accordance with Section 4.6(c) shall be required to authorize any action; provided, however, that if there is a vacancy on the Board of Directors and an individual has been nominated to fill such vacancy, the first order of business shall be to fill such vacancy.

(c) Except as otherwise required by law or expressly provided for in this Agreement, a majority of the total number of Directors fixed in the manner provided in this Agreement shall constitute a quorum for the transaction of business of the Board of Directors, and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

(d) Meetings of the Board of Directors may be held at such place or places as shall be determined from time to time by resolution of the Board of Directors. At all meetings of the Board of Directors, business shall be transacted in such order as shall from time to time be determined by resolution of the Board of Directors. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) Meetings of the Board of Directors may be called by the Chairman, on at least twenty-four (24) hours' notice to each other Director. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for by this Agreement.

Section 4.7 Action by Written Consent or Telephone Conference. Any action permitted or required to be taken at a meeting of the Board of Directors or any committee designated by the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all the Directors or members of such committee,

as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of the State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Board of Directors or any such committee, as the case may be. Subject to the requirements of the Act or this Agreement for notice of meetings, Directors or members of any committee designated by the Board of Directors may participate in and hold a meeting of the Board of Directors or any committee of the Board of Directors, as the case may be, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.8 Compensation. Any Director shall receive such compensation, if any, for its services as may be designated from time to time by the Board of Directors.

Section 4.9 Officers.

(a) The Board of Directors may, from time to time, by majority vote, designate one or more Persons to be officers of the Company. The Board of Directors may assign titles to particular officers including, but not limited to, "chief executive officer," "president," "treasurer," "secretary," "chief operating officer" and "chief financial officer" as and to the extent authorized by the Board of Directors. The Company may also have such other principal officers, including one or more "vice presidents" or "controllers," as the Board of Directors may in its discretion appoint. In the discretion of the Board of Directors, the Board may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Delaware or be Members. Unless the Board of Directors decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Board of Directors, and subject to such limitations thereon as the Board of Directors may determine. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Board of Directors. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Board of Directors. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the majority vote of the Board of Directors whenever in their judgment the best interests of the Company will be served thereby. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the majority vote of the Board of Directors.

(c) The Officers of the Company shall initially be those individuals who were serving as Officers of the Corporation immediately prior to the Conversion. The

Officers shall initially be William Burns (President), Jay Diamond (Vice President and Secretary) and James Hodge (Vice President and Treasurer).

Section 4.10 No Exclusive Duty to the Company. This Agreement shall not prohibit the Member from having other business interests and engaging in other activities in addition to those relating to the Company. The Company shall not have any right, by virtue of this Agreement, to share or participate in such other activities of the Member or to the income or proceeds derived therefrom. The Member shall not incur any liability to the Company as a result of engaging in any other business or venture.

## ARTICLE V

### ALLOCATIONS AND DISTRIBUTIONS

Section 5.1 Allocation of Profits and Losses. For each fiscal year (or portion thereof), all items of income, gain, loss and deduction of the Company shall be allocated to the Member.

Section 5.2 Distributions of Cash Flow. Cash flow of the Company, the availability of which shall be determined by the Member, shall be distributed to the Member at such times and in such amounts as the Member shall determine.

Section 5.3 Net Proceeds Upon Liquidation. Upon the liquidation of the Company, after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets of the Company shall be distributed to the Member.

## ARTICLE VI

### INSPECTION, RECORDS, CONFIDENTIALITY

Section 6.1 Access to Properties. The Member and, at the Member's own risk and expense, each of its duly authorized employees and representatives shall at all reasonable times have access to all Company assets, activities, operations and records.

Section 6.2 Books of Account. Books of account shall at all reasonable times be open to inspection, audit and copying by the Member or its duly authorized representative.

Section 6.3 Confidentiality. All such records and accounts, including reports, shall be treated as confidential and the Member shall take or cause to be taken such reasonable precautions as may be necessary to prevent the disclosure thereof to any unauthorized person, firm, corporation or other entity for a period ending two years following the termination of the Company.

## ARTICLE VII

### TRANSFER

Section 7.1 Transfer. The Member may sell, transfer, pledge, make a gift of, or otherwise dispose of or assign all of its interest in the Company, and upon such sale, transfer, pledge, gift, disposal or assignment, the transferee thereof shall become a Member of the Company.

## ARTICLE VIII

### DISSOLUTION, LIQUIDATION AND TERMINATION

Section 8.1 Events of Dissolution. The Company shall be dissolved, and its affairs shall be wound up, upon the first to occur of the following:

- (a) the date that the Member consents to its dissolution;
- (b) the sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all of the assets of the Company;
- (c) the dissolution, bankruptcy or withdrawal of the Member; and
- (d) the expiration of the term of the Company.

Section 8.2 Procedures Upon Dissolution. Upon dissolution of the Company, the Member shall wind up the affairs of the Company, sell its assets to the extent necessary to pay its liabilities, and after payment of all liabilities of the Company (including liabilities to the Member or any affiliate of the Member, if it is a creditor), shall distribute the remaining assets of the Company in accordance with Section 5.3 hereof. Any distribution made pursuant to this Section 8.2 shall be made within a reasonable time period.

Section 8.3 Termination. Upon the dissolution and the completion of winding up of the Company, the Member shall file a certificate of cancellation the Office of the Secretary of State of the State of Delaware in accordance with the Act to accomplish the cancellation of the certificate of formation.

## ARTICLE IX

### MISCELLANEOUS

Section 9.1 Partial Invalidity. In case any one or more of the covenants, agreements or provisions hereof shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements and provisions hereof shall be in no way affected, prejudiced or disturbed thereby.



Section 9.2 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing, shall be given by mail, return receipt requested, postage prepaid, prepaid telegram with confirmation of delivery obtained, nationally recognized overnight delivery service, telecopy with evidence of transmission, or personally delivered with confirmation of delivery obtained, to the address of such person as set forth in the records of the Company.

Section 9.3 Amendment. This Agreement may be modified or amended at any time only upon the consent of the Member, which shall be evidenced by the Member executing a writing effecting such amendment.

Section 9.4 No Waiver. The failure of the Member to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Section 9.5 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Company and the Member. No assignment of rights or delegation of duties arising under this Agreement may be made by the Member.

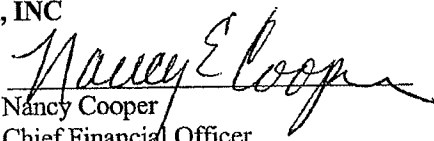
Section 9.6 Choice of Law. The rights and duties of the Member and the Company under this Agreement shall be governed by the law of the State of Delaware.

Section 9.7 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter contained herein and supersedes all other prior understandings or agreements, both written and oral, with respect to the matters contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has executed this Agreement with effect on the date set forth in the first paragraph hereof.

CA, INC

By:   
Nancy Cooper  
Chief Financial Officer

Signature Page to the LLC Operating Agreement for Xosoft, LLC

**TRADEMARK**  
**REEL: 005108 FRAME: 0440**

**Exhibit A**

**MEMBERS AS OF**

**MARCH 28, 2008**

Member's Name	Membership Interests
CA, Inc.	1,000