

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XOSOFT, LLC		07/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CA, INC.		
Street Address:	ONE CA PLAZA		
City:	ISLANDIA		
State/Country:	NEW YORK		
Postal Code:	11749		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3326202	ASSURED RECOVERY	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	214-953-6691		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	B.K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	063170.0934		
NAME OF SUBMITTER:	B. K. Drinkwater		
SIGNATURE:	/B. K. Drinkwater/		
DATE SIGNED:	07/31/2014		
Total Attachments: 5			
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CH \$40.00 3326202

TRADEMARK

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment, effective as of July 29, 2014 (the "Effective Date"), is entered into by and between XOsoft, LLC, having a place of business at One CA Plaza, Islandia, New York 11749, (the "Assignor") and CA, Inc., a Delaware corporation, having a place of business at One CA Plaza, Islandia, New York 11749 (the "Assignee");

WHEREAS, Assignor owns certain rights, title and interest in and to various items of intellectual property; and

WHEREAS, Assignee is desirous of acquiring such rights from Assignor;

1. DEFINITIONS

"Assigned Intellectual Property" means any and all Intellectual Property owned, acquired or created by Assignor, now or in the future, including, but not limited to that Intellectual Property set forth in Schedule A;

"Copyrights" means all copyrights (registered or otherwise) and registrations and applications for registration thereof, and all rights therein provided by multinational treaties or conventions, in software, writings, designs, plans, websites, mask works, works of expression or other works;

"Intellectual Property" means all intellectual and industrial property, including without limitation: (a) inventions, whether or not patentable, whether or not patented, whether or not reduced to practice or whether or not yet made the subject of a pending Patent application or applications, (b) ideas and conceptions of potentially patentable subject matter, including, without limitation, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending Patent application or applications, (c) Patents, (d) Trademarks, (e) Copyrights, (f) Software, (g) trade secrets and confidential, technical or business information (including ideas, formulas, compositions, designs, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice), whether or not confidential, (h) technology (including know-how and show-how), manufacturing and production processes and techniques, methodologies, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (i) copies and tangible embodiments of all the foregoing, in whatever form or medium, (j) all rights to obtain and rights to apply for Patents, and to register Trademarks and Copyrights, (k) all rights under any license agreements and any licenses, registered user agreements, technology or materials, transfer agreements, and other agreements or instruments with respect to items in (a) to (k) above; and (l) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the Intellectual Property rights hereinabove set out;

"Patents" means all national (including the United States) and multinational statutory invention registrations, patents, patent registrations, patent applications, provisional patent applications, industrial designs, industrial models, including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations, and all rights therein provided by multinational treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application;

"Software" means any and all computer programs and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and

relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, subroutines, algorithms, program architecture, design concepts, system design, program structure, sequence and organization, screen displays and report layouts, and all other material related to such software; and

"Trademarks" means all trademarks, service marks, trade dress, logos, distinguishing guises and indicia, trade names, corporate names, business names, uniform resource locators, internet addresses, worldwide web sites, domain names, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including, but not limited to, all marks registered in the United States Patent and Trademark Office, the Trademark Offices of the States and Territories of the United States of America, and the Trademark Offices of other nations throughout the world, and all rights therein provided by multinational treaties or conventions, including all goodwill associated with each of the above.

2. ASSIGNMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the sufficiency, receipt and adequacy of which is hereby acknowledged, the Assignor hereby agrees to assign and hereby sells, assigns, transfers, sets over, and otherwise transfers, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Assigned Intellectual Property, including any rights, benefits and standing under any license agreements, and including the right to sue for prior infringements, misappropriations or other unauthorized use, and the right to recover and retain damages, including provisional or other royalties, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made;

Assignor further covenants and agrees to assist Assignee, its successors, legal representatives, and assigns to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to perfect and record the assignment contemplated herein and to assist Assignee with the procurement, maintenance, enforcement and defense of the Assigned Intellectual Property without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

3. WAIVERS AND AMENDMENTS

This Assignment or any provision hereof may be amended, waived, discharged or terminated only by a statement in writing signed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

4. GOVERNING LAW

This Assignment shall be governed by and construed under the laws of the State of New York, without regard to the provisions thereof concerning the application of the laws of other jurisdictions.

5. SUCCESSORS AND ASSIGNS

Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

6. ENTIRE AGREEMENT

This Assignment shall constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and shall supersede any prior agreements or representations, whether written or oral, with respect to the subject matter hereof.

7. SEVERABILITY

In case any provision of this Assignment shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the Effective Date set forth herein above.

XOsoft, LLC

By: 

Its: Vice President and Secretary

Date: 7/30/14

CA, Inc.

By: 

Its: SVP, Chief Counsel

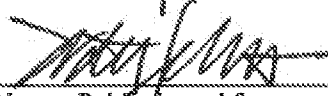
Date: 7/30/14

STATE OF NEW YORK
COUNTY OF SUFFOLK

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Before me, the undersigned, a Notary Public on this day personally appeared Jay Diamond, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said XOSoft, LLC., a company, and that he had executed the same as the act of such company for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of JULY, 2014.


Notary Public in and for
State of New York

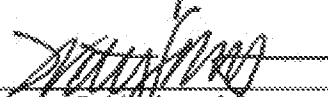
WALTER JOHNSON
Notary Public - State of New York
No. 02JO6055954
Qualified in Nassau County
My Commission Expires Mar. 12 2015

STATE OF NEW YORK
COUNTY OF SUFFOLK

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Before me, the undersigned, a Notary Public on this day personally appeared Jay Diamond, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CA, Inc., a corporation, and that he had executed the same as the act of such company for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of JULY, 2014.


Notary Public in and for
State of New York

WALTER JOHNSON
Notary Public - State of New York
No. 02JO6055954
Qualified in Nassau County
My Commission Expires Mar. 12 2015

SCHEDULE A

Trademarks

Country	Mark	Appln. No.	Filing Date	Reg. No.	Reg. Date
USA	ASSURED RECOVERY	78/634266	20 May 2005	3,326,202	30 Oct 2007