

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CA, INC.		07/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARCSERVE (USA) LLC		
<b>Street Address:</b>	338 PIER AVENUE		
<b>City:</b>	HERMOSA BEACH,		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90254		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1884728	ARCSERVE	
<b>Registration Number:</b>	3326202	ASSURED RECOVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214-953-6691		
<b>Email:</b>	daltmdept@bakerbotts.com		
<b>Correspondent Name:</b>	B.K. Drinkwater, c/o Baker Botts L.L.P.		
<b>Address Line 1:</b>	2001 Ross Avenue, Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	063170.0934		
<b>NAME OF SUBMITTER:</b>	B. K. Drinkwater		
<b>SIGNATURE:</b>	/B. K. Drinkwater/		
<b>DATE SIGNED:</b>	08/01/2014		
<b>Total Attachments: 10</b>			
source=Arcserve CA, Inc. to Arcserve (USA) LLC TM&Copyright Assignment#page1.tif			
source=Arcserve CA, Inc. to Arcserve (USA) LLC TM&Copyright Assignment#page2.tif			
source=Arcserve CA, Inc. to Arcserve (USA) LLC TM&Copyright Assignment#page3.tif			
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TRADEMARK

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source=Arcserve CA, Inc. to Arcserve (USA) LLC TM&Copyright Assignment#page10.tif

## **TRADEMARK AND COPYRIGHT ASSIGNMENT**

This Trademark and Copyright Assignment ("**Assignment**") is entered into and effective as of the last date of the signatures below ("**Effective Date**").

WHEREAS, CA, INC., a Delaware corporation, having an address of One CA Plaza, Islandia, New York 11749 (hereafter "**Assignor**") represents that it is the owner of the entire right, title and interest in and to the marks set forth in the "**Exhibit A**" attached hereto, and in and to the related registrations and pending applications therefor as shown on the attached Exhibit A, together with the goodwill of the business symbolized thereby and associated therewith; and further represents that it is the owner of all rights, title and interest in and to the copyrighted works also identified in Exhibit A attached hereto, including, but not limited, to all copyrights and/or moral rights therein (hereinafter all of the foregoing shall be referred to individually and/or collectively as the "**Copyrighted Works**");

WHEREAS, ARCSERVE (USA) LLC, a Delaware limited liability company, having an address of 338 Pier Avenue, Hermosa Beach, CA 90254 (hereafter "**Assignee**") desires to acquire all right, title and interest in and to the Copyrighted Works and all right, title and interest in and to the Marks, and in and to the related applications and registrations therefor, together with the goodwill of the business symbolized by the Marks throughout the world;

NOW THEREFORE, in consideration of the premises, promises and mutual covenants recited herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties agree as follows:

1. Assignor hereby sells, sets over, transfers, grants, conveys and assigns to Assignee, its successors, assigns, and legal representatives, without reservation of any rights, title or interest, Assignor's entire worldwide and universal right, title and interest in and to the Marks, including, but not limited to, the related registrations and applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world, including, but not limited to, all common-law rights of Assignor in and/or to the Marks, and Assignor's right to sue, recover and collect for any infringements for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks, or any other claim or cause of action related to the Marks prior to and following the Effective Date of this Assignment.

2. Assignor hereby grants, sells, assigns, transfers and sets over to Assignee, its successors and assigns, without reservation of any rights, all worldwide and/or universal rights, title, and interest in and to the Copyrighted Works and any and all applications for registration or registrations granted in said Copyrighted Works, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the terms for which copyrights are granted or renewed as fully and entirely as the same would have been held or enjoyed by Assignor if this assignment had not been made, including, but not limited to, (i) all copyrights in and to the Copyrighted Works, (ii) the ownership, use, reproduction, display and distribution of the Copyrighted Works, in any medium and in any manner whatsoever, (iii) the right to own and register the unregistered Copyrighted Works, (iv) the right to renew registrations for the Copyrighted Works, and (v) all rights and claims for damages and benefits arising because of any past, current or future infringement of such Copyrighted Works.

3. This Assignment supersedes any prior agreement or understanding between the parties relating to the subject matter hereof. No waiver of any term or condition of this Assignment or of any breach of this Assignment shall be effective unless in writing and signed by the party charged with waiver, and shall not be deemed a waiver of any other term, condition, or breach of this Assignment, or of the same term, condition, or breach effected at any other time. If any of the provisions of this Assignment shall be held to be invalid, illegal, or unenforceable, such provision(s) shall be construed to be severable from the other provisions of the Assignment, which shall retain full force and effect.

4. Without further consideration, the parties shall do such further acts and things, take or cause to be taken such further actions to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered all such further documents and instruments and use commercially reasonable efforts as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Assignment.

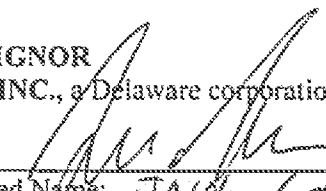
5. The terms of this Assignment and the rights, obligations and performance of the parties hereunder shall be governed by the laws of the State of New York in the United States of America, as if this were a contract formed and wholly performed within the State of New York, without regard to or application of choice of law rules or principles.

6. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment shall be binding upon the parties, their successors and assigns.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, having full power and authority to do so, as of the Effective Date.

ASSIGNOR  
CA, INC., a Delaware corporation,

  
Printed Name: Jacob Lamm  
Its: EVP  
Date: 7/31, 2014

ASSIGNEE  
ARCSERVE (USA) LLC, a Delaware limited liability company,

Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2014



3. This Assignment supersedes any prior agreement or understanding between the parties relating to the subject matter hereof. No waiver of any term or condition of this Assignment or of any breach of this Assignment shall be effective unless in writing and signed by the party charged with waiver, and shall not be deemed a waiver of any other term, condition, or breach of this Assignment, or of the same term, condition, or breach effected at any other time. If any of the provisions of this Assignment shall be held to be invalid, illegal, or unenforceable, such provision(s) shall be construed to be severable from the other provisions of the Assignment, which shall retain full force and effect.

4. Without further consideration, the parties shall do such further acts and things, take or cause to be taken such further actions to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered all such further documents and instruments and use commercially reasonable efforts as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Assignment.

5. The terms of this Assignment and the rights, obligations and performance of the parties hereunder shall be governed by the laws of the State of New York in the United States of America, as if this were a contract formed and wholly performed within the State of New York, without regard to or application of choice of law rules or principles.

6. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment shall be binding upon the parties, their successors and assigns.

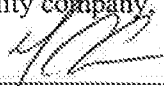
7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, having full power and authority to do so, as of the Effective Date.

**ASSIGNOR**  
CA, INC., a Delaware corporation,

.....  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2014

**ASSIGNEE**  
ARCSERVE (USA) LLC, a Delaware limited liability company,

  
.....  
Printed Name: Michael Anderson  
Its: CEO & PRESIDENT  
Date: JULY 30, 2014

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of Los Angeles

On 7/30/14  
Date

before me,

Elise Ackermann, Notary Public  
Name and Title of the Officer

personally appeared

Michael Anderson

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer --- Title(s): \_\_\_\_\_

Partner ---  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer --- Title(s): \_\_\_\_\_

Partner ---  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**

**Trademarks**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Appln. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
Argentina	ARCSERVE	2774903	24 Sep 2007	2234790	9 Jun 2008
Australia	ARCSERVE	658285	11 Apr 1995	658285	27 Mar 1998
Austria	ARCSERVE	997/95	21 Feb 1995	157548	7 Apr 1995
Benelux	ARCSERVE	840229	9 Jan 1995	564275	9 Jan 1995
Brazil	ARCSERVE	818451599	18 Apr 1995	818451599	28 Oct 1997
Canada	ARCSERVE	740748	5 Nov 1993	434161	30 Sep 1994
Canada	DBAGENT	74100200	12 Nov 1993	TMA434347	7 Oct 1994
Canada	FAXSERVE	74416300	23 Dec 1993	TMA474182	7 April 1997
Chile	ARCSERVE	834898	7 Jan 1998	842570	2 Sep 1998
China (PRC)	ARCSERVE	95055590	8 May 1995	954613	28 Feb 1997
Colombia	ARCSERVE	74688	23 Dec 1997	210013	22 Jul 1998
Czech Republic	ARCSERVE	128734	22 Dec 1997	215791	22 Feb 1999
Denmark	ARCSERVE	VA199500296	12 Jan 1995	VR199504622	14 July 1995
European Community	ARCSERVE	232348	19 Apr 1996	232348	16 Feb 1999
Finland	ARCSERVE	199704874	17 Dec 1997	212215	15 Dec 1998
France	ARCSERVE	92430663	13 Aug 1992	92430663	13 Aug 1992
Germany	ARCSERVE	C42955	7 Jan 1992	2049656	16 Nov 1993
Hungary	ARCSERVE	M9704908	29 Dec 1997	153964	29 Sep 1998
India	ARCSERVE	662284	17 Apr 1995	662284	31 Dec 2003
Indonesia	ARCSERVE	D957117	26 Apr 1995	369023	26 Sep 1996
Ireland	ARCSERVE	206831	30 Dec 1997	206831	30 Dec 1997



Israel	ARCSERVE	98360	1 May 1995	98360	5 Jan 1997
Italy	ARCSERVE	MI/2005/691	24 Jan 2005	1129098	22 Jul 2008
Japan	ARCSERVE	H05-060365	21 Jun 1993	3168099	28 Jun 1996
Korea, Republic of	ARCSERVE	4019950015178	19 Apr 1995	400359456000 0	9 Apr 1997
Malaysia	ARCSERVE	95010847	12 Oct 1995	95010847	12 Oct 1995
Mexico	ARCSERVE	230082	20 Apr 1995	493985	9 Jun 1995
New Zealand	ARCSERVE	247745	10 Apr 1995	247745	24 Feb 1997
Norway	ARCSERVE	950186	11 Jan 1995	177923	14 Nov 1996
Pakistan	ARCSERVE	129632	10 Apr 1995	129632	26 Mar 2005
Poland	ARCSERVE	182064	9 Jan 1998	129440	10 May 2001
Portugal	ARCSERVE	327945	30 Dec 1997	327945	12 May 2000
Russian Federation	ARCSERVE	98700072	6 Jan 1998	193554	6 Jan 2000
Singapore	ARCSERVE	T9504223A	12 May 1995	T9504223A	31 Mar 1998
South Africa	ARCSERVE	95/04500	10 Apr 1995	9504500	5 Sep 2005
Spain	ARCSERVE	1943312	25 Jan 1995	1943312	5 Sep 1995
Sweden	ARCSERVE	950203	10 Jan 1995	318517	25 Oct 1996
Switzerland	ARCSERVE	00229/1995	13 Jan 1995	P438785	26 Mar 1997
Taiwan	ARCSERVE	84019318	25 Apr 1995	719258	16 Jun 1996
Thailand	ARCSERVE	288514	29 Jun 1995	43493	26 Apr 1996
Turkey	ARCSERVE	20475	31 Dec 1997	194285	31 Dec 1997
United Kingdom	ARCSERVE	1509168	11 Aug 1992	1509168	12 Mar 1999
USA	ARCSERVE	74493794	23 Feb 1994	1884728	21 Mar 1995
Venezuela	ARCSERVE	1998000502	15 Jan 1998	P210505	26 Feb 1999

USA	ASSURED RECOVERY	78634266	20 May 2005	3326202	30 Oct 2007
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Copyrights

<u>Registrant</u>	<u>Full Title</u>	<u>Copyright Number</u>	<u>Date</u>
Cheyenne Software, Inc.	Software, ARCserve for netware, version 5, Windows edition : study guide.	TX0003720657	1993
Cheyenne Software, Inc.	Software, ARCserve : the backup solution.	TX0002987308	1989
Cheyenne Software International Corporation	Software Sales ARCserve for NetWare : version 6.0	TX0004375044	1995
Cheyenne Software International Corporation	Software Sales ARCserve for Windows NT.	TX0004445374	1996
Cheyenne Software International Corporation	Software Sales ARCserve for Windows NT user guide : version 6/ [written by William Curtin and John Flagg]	TX0004359160	1996
Cheyenne Software International Corporation	Software Sales ARCserve fur Netware : version 6.	TX0005083866	1996
Cheyenne Software International Corporation	Software Sales ARCserve pour NetWare manuel de l'utilisateur (version 6)	TX0004326484	1996
Cheyenne Software International Corporation	Software Sales ARCserve pour Netware : version 6.	TX0005083865	1996
Cheyenne Software International Corporation	Software Sales ARCserve/solo--la solution de sauvegarde.	TX0003580942	1992
Cheyenne Software International Corporation	Software Sales ARCserve/Solo : version 2.1.	TX0003542909	1992
Cheyenne Software International Corporation	Software Sales ARCserve/solo : the backup solution.	TX0003299721	1990
Cheyenne Software International Corporation	Software Sales ARCserve for NetWare user guide, version 6.	TX0004276238	1996
Cheyenne Software International Corporation	Software Sales ARCserve fur NetWare Benutzerhandbuch, version 6.	TX0004329916	1996

Computer Associates International, Inc.	ARCSERVEIT 6.6 backup agent for Microsoft exchange server for Windows NT workgroup edition Microsoft NT 4.0	TXu000960085	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 backup agent for Microsoft SQL server for Windows NT workgroup edition Microsoft NT 4.0.	TXu000960086	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 backup agent for Oracle server for Windows NT workgroup edition Microsoft NT 4.0.	TXu000960087	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 for image option for Windows NT workgroup edition Microsoft NT 4.0.	TXu000960092	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 for Windows NT/UNIX enterprise edition Microsoft NT 4.0.	TXu000960091	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 for Windows NT workgroup edition-international English Microsoft NT 4.0.	TXu000960088	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 for Windows NT workgroup edition Microsoft NT 4.0.	TXu000960089	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 for Windows NT workgroup edition Microsoft NT 4.0.	TXu000960090	2000
Computer Associates International, Inc.	ARCSERVEIT 6.6 optical library option for Windows NT workgroup edition Microsoft NT 4.0.	TXu000960093	2000
Computer Associates International, Inc.	Arcserveit 6.6 tape library changer option Novell netware.	TXu000970973	2000

Computer Associates International, Inc.	ARCSERVEIT 6.6 workgroup edition NT, Win 95, Netware.	TXu000971828	2000
Computer Associates Think, Inc.	Arcserveit 6.6 backup agent for open files netware.	TXu000975799	2000
Computer Associates Think, Inc.	Arcserveit 6.6 client push agent Novell netware.	TXu000975800	2000
Computer Associates Think, Inc.	Arcserveit 6.6 for Windows NT enterprise edition, international English UNIX.	TXu000975801	2000
Computer Associates Think, Inc.	ARCSERVEIT enterprise library option 6.6 Novell Netware.	TXu000946870	2000