

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375702

<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.		02/29/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PCF Number 4, Inc.		
<b>Street Address:</b>	23332 Mill Creek Dr.		
<b>Internal Address:</b>	Suite 155		
<b>City:</b>	Laguna Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92653		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1833727	ERWIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	prosecutiondocketing@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings LLP		
<b>Address Line 1:</b>	P.O. Box 919092		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92191-9092		
<b>ATTORNEY DOCKET NUMBER:</b>	90747.00011		
<b>NAME OF SUBMITTER:</b>	Laura C. Yip		
<b>SIGNATURE:</b>	/Laura C. Yip/		
<b>DATE SIGNED:</b>	03/04/2016		
<b>Total Attachments: 7</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of February 29, 2016 by and between PCF Number 4, Inc., a Delaware corporation ("Assignee") and CA, Inc., a Delaware corporation ("Assignor").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on February 10, 2016 (the "APA"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including the Trademarks (as that term is defined in the APA) set forth on Schedule A (the "Assigned Marks") and the Internet domain names set forth on Schedule B (the "Assigned Domain Names"); and

WHEREAS, the APA contemplates execution of this Assignment.

### AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor, on behalf of itself and its Affiliates (as that term is defined in the APA), hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all right, title and interest in and to the Assigned Marks, including all common law rights and trademark registration for the Assigned Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all right, title, and interest in and to the Assigned Domain Names; and (c) together with all rights to income, royalties, and license fees deriving exclusively from any of the foregoing, all claims for damages by reason of past, present and future infringements and misappropriations of any of the foregoing, the right to sue for and collect such damages and all goodwill symbolized by or associated exclusively with any of the foregoing as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), acts reasonably necessary to permit and assist Assignee to perfect title in the Assigned Marks and Assigned Domain Names. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, Assignor agrees to cooperate with Assignee in order to fully effectuate the transfer of the registration of the Assigned Domain Names in a timely manner. Specifically, Assignor agrees to correspond with the appropriate domain name registrar to authorize and instruct transfer of the Assigned Domain Names and to

follow the procedures of, and to enter into, any agreement of the domain name registrar to effect such transfer.

### 3. GENERAL

3.1 Applicable Law. This Assignment, including its formation, performance, termination or enforcement, and the parties' relationship in connection therewith, together with any related claims whether sounding in contract, tort or otherwise, shall be governed, construed and enforced in all respects in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

3.2 Amendments and Waiver. This Assignment may be amended only by a written instrument executed by the parties or their respective successors or permitted assigns. The failure of any party hereto to enforce at any time any of the provisions of this Assignment shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Assignment shall be held to be a waiver of any other or subsequent breach or non-compliance.

3.3 Severability. If any provision of this Assignment (or any portion hereof) or the application of any such provision (or any portion thereof) to any Person (as that term is defined in the APA) or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated in this Assignment are fulfilled to the extent possible. Notwithstanding this Section, in the event that any restriction in this Assignment is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that the scope of such restriction may be judicially modified accordingly in any proceeding brought to enforce such restriction.

3.4 Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile signature or by other electronic means, such as portable document format (.pdf) file) and each counterpart shall be deemed to be an original.

3.5 Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

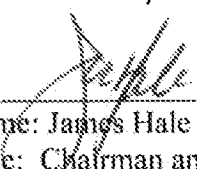
3.6 Entire Agreement. This Assignment, together with the APA, constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. Nothing herein shall be interpreted to modify the rights and obligations of the parties under the APA. To the extent there is any conflict between this Assignment and the APA, the terms of the APA shall prevail.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

PCF Number 4, Inc.,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: James Hale  
Title: Chairman and Chief Executive Officer

**"Assignor"**

CA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jacob Lamm  
Title: Executive Vice President,  
Strategy & Corporate Development

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

PCF Number 4, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: James Hale  
Title: Chairman and Chief Executive Officer

“Assignor”

CA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jacob Lamm  
Title: Executive Vice President,  
Strategy & Corporate Development

**SCHEDULE A**

**ASSIGNED MARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NO.</b>
ERWIN	Canada	473313
ERWIN	Benelux	579968
ERWIN	Switzerland	431591
ERWIN	France	95588432
ERWIN	United States	1833727
ERWIN	Italy	1202331
ERWIN	Japan	4001403
ERWIN	Australia	670316
ERWIN	Germany	39534482
ERWIN	Great Britain	2031317



**SCHEDULE B**

**ASSIGNED DOMAIN NAMES**

<b>DOMAIN NAME</b>
Erwin.com
<a href="http://erwin-knowledgebase.com">http://erwin-knowledgebase.com</a>