

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blazemeter Ltd.		03/22/2018	Private Limited Company: ISRAEL
RECEIVING PARTY DATA			
Name:	CA, Inc.		
Street Address:	520 Madison Avenue		
City:	New York City		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4273070	BLAZEMETER	
Registration Number:	4570089	THE LOAD TESTING CLOUD	
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:	214.953.6500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Rucki, Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 900		
Address Line 4:	Dallas, TEXAS 75201-2980		
ATTORNEY DOCKET NUMBER:	063170.A292/A293		
NAME OF SUBMITTER:	Elizabeth K. Rucki		
SIGNATURE:	/Elizabeth K. Rucki/		
DATE SIGNED:	12/21/2018		
Total Attachments: 7			
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ASSIGNMENT and RIGHTS TRANSFER OF INTELLECTUAL PROPERTY

This Assignment and Rights Transfer Agreement (the "Agreement"), effective as of March 22, 2018 (the "Effective Date"), is entered into by and between BlazeMeter Ltd., a company incorporated under the laws of the State of Israel (the "Assignor") and CA, Inc., a Delaware corporation (the "Assignee");

WHEREAS, Assignor owns or holds certain rights, title and interest in and to various items of Intellectual Property;

WHEREAS, pursuant to that certain Share Purchase Agreement, dated as of 19 September 2016 (the "SPA"), by and between Assignee and Assignor, Assignee has agreed to purchase the shares of Assignor; and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property and rights associated therewith from Assignor;

1. DEFINITIONS

Terms in capital letters used but not defined herein shall have the meaning given to such term in the SPA.

"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;

"Licensed Intellectual Property" means any and all Intellectual Property rights held by Assignor including rights of use in Intellectual Property or rights or licenses in Copyrights relating to Assignor's Business 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;

"Distribute" means to distribute, market, sell, sub-license, commercialize, and exercise any other similar rights;

"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), (h) whether or not confidential, 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.

"Use" means to load, access, execute, use, manipulate, practice, process, make, have made, operate, copy, sublicense, execute, compile, store, purge, reproduce, display, perform, distribute, transmit, receive, maintain, store, create modification and exercise any other similar rights.

"Valuation" means the value of the Assigned Intellectual Property which the Parties agree is USD \$56,700,000.

2. ASSIGNMENT AND TRANSFER OF RIGHTS

NOW, THEREFORE, in consideration of the Payment, 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 Agreement not been made and further hereby agrees to irrevocably transfer and hereby irrevocably transfers full legal and valid and unrestricted title and all rights of use in and to the Assigned Intellectual Property and/or Licensed Intellectual Property whether known or unknown;

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 assignments and transfers contemplated herein and to assist Assignee with the procurement, maintenance, enforcement and defense of the Assigned Intellectual Property and Licensed 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. LICENSE TO ASSIGNOR

Assignee hereby grants to Assignor a worldwide, royalty-free, non-exclusive, perpetual, transferable, revocable right to Use and Distribute, including the right to sublicense such rights to Assignor's sub-distributors, Assignee's rights acquired herein under and in the Assigned Intellectual Property and Licensed Intellectual Property. In connection with this Agreement, Assignee will provide all applicable Software to Assignor, and Assignee hereby expressly grants to Assignor the right and license to Use and Distribute such Software, including the right to sublicense such rights to Assignor's sub-distributors. All rights not expressly granted herein are reserved by Assignee.

4. PAYMENT

Assignee shall pay to the Assignor the amount of the Valuation in the form of a) cash in the amount of USD \$34,000,000.00 dollars and b) a promissory note, the terms and conditions of which shall be contained therein (the "Note") in the principal amount of USD \$22,700,000.00 dollars, for a total Purchase Price of USD \$56,700,000 dollars (the "Payment"). If Assignee fails to make the timely payment of any amount due under the Note, such amount shall be increased with interest accrued thereon as from the date such amount is due until the date of payment of such amount as provided for in the Note.

5. WAIVERS AND AMENDMENTS

This Agreement 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.

6. GOVERNING LAW

This Agreement 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.

7. 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.

8. ENTIRE AGREEMENT

This Agreement 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.

9. SEVERABILITY

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

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

Blazemeter Ltd.

By: ROSY CINEIRA - DIRECTOR

Its: [Signature]

Date: 11/22/03/18

CA, Inc.

By: _____

Its: _____

Date: _____

8. ENTIRE AGREEMENT

This Agreement 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.

9. SEVERABILITY

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

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

Blazemeter Ltd.

By: _____

Its: _____

Date: _____

CA, Inc.

By: Mary Charnian My

Its: SVP, Treasurer

Date: 22 Mar 2018

SCHEDULE A
Assigned and Licensed Intellectual Property

Trademarks/Service Marks

Serial No	Country	Title/Mark	Filing/Designation Date	Registration Number	Registration Date
85/428609	USA	Blazemeter	21/09/2011	4,273,070	8/1/2013
85/801186	USA	The Load Testing Cloud	12/12/2012	4,570,088	15/07/2014

Patents and Patent Applications

Application Serial No	Country	Title	Filing Date	Patent Number	Patent Issuance Date
US14445922	USA	A System and Method Thereof for Dynamically Testing Cloud Based Systems	29/07/2014	9,559,915	31/01/2017
US14563603	USA	A System and Method Thereof for Hybrid Traffic Testing	08/12/2014		
US14748415	USA	A System and Method Thereof for Dynamically Testing Networked Target Systems Using Mobile Devices	25/06/2015		
US15227560	USA	A System and Method Thereof for Dynamically Testing Network Target Systems	03/08/2016		
US81885013	USA	A System and Method Thereof for Dynamically Testing Cloud Based Systems	01/10/2013		
US61914417	USA	A System and Method Thereof for Hybrid Traffic Testing	11/12/2013		
US62016677	USA	A System and Method Thereof for Dynamically Testing Networked Target Systems Using Mobile Devices	25/06/2014		

Domain Registrations

1. BLAZEMETER.COM
2. BLAZEMETER.INFO
3. BLAZEMETER.MOBI
4. BLAZEMETER.NET
5. BLAZEMETER.ORG
6. CLOUD-INTELLIGENCE.COM
7. CONTINUOUSTESTING.ORG
8. JMETER-PLUGINS.COM

9. JMETERINTHECLOUD.COM
10. JMETERINTHECLOUD.INFO
11. JMETERINTHECLOUD.NET
12. JMETERINTHECLOUD.ORG
13. NUCLEAO.COM
14. PEJAZZ.COM
15. PERFIZE.COM
16. PERFORMANCEEXPERT.COM
17. PERFORMANCEEXPERT.INFO
18. PERFORMANCEEXPERT.NET
19. PERFORMANCEEXPERT.ORG
20. TESTEER.COM
21. TESTINGTOOLSREVIEW.COM
22. TESTIR.COM
23. GETTAURUS.ORG
24. GETTAURUS.NET

Software and Associated Copyrights

- BlazeMeter Load.
- BlazeMeter Sense.
- Exclusive License Agreement between Andrey Pohilko/Loadsofia and the Company, dated July 10, 2014.
- Taurus – see <http://gettaurus.org/>
- JMeter Debugger – see <https://github.com/Blazemeter/jmeter-debugger>
- BlazeMeter plug-in for Jenkins
- BlazeMeter plug-in for Bamboo
- BlazeMeter plug-in for TeamCity
- BlazeMeter plug-in for Drupal
- BlazeMeter Mobile Dashboard for Android
- BlazeMeter Mobile Dashboard for iOS
- BlazeMeter Chrome extension
- BlazeMeter Converter