

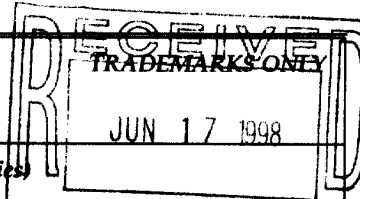
TRADEMARKS ONLY

06-26-1998



100748003

tents and Trademarks:  
uments or copy thereof.



1. Name of conveying party(ies)  
Avalan Technology Trust

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Address of receiving Party(ies)

Name: Computer Associates International, Inc.  
 Internal Address: Christine V. Dottino  
 Street Address: One Computer Associates Plaza  
 City: Islandia State: NY 11788-7000

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Delaware
- Other

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective Assignment to Correct previously submitted Assignment
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached?  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Execution Date: recorded on 1659/0236

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

6.17.98  
 B. Trademark Registration No.(s)  
 1,677,213  
 2,127,110

06/24/1998 JSHABRAZZ 00000190 032636 1677213  
 01 FC:481 40.00 CH  
 02 FC:482 25.00 CH

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Computer Associates International, Inc.  
 Internal Address: Christine V. Dottino

Street Address: One Computer Associates Plaza

Islandia, New York 11788-7000

6. Total number of applications and registrations involved:.....2....

7. Total fee (37 CFR 2.4.1).....\$ open  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 03-2636  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine V. Dottino  
 Name of Person Signing

*Christine V. Dottino*  
 Signature

June 11, 1998  
 Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 1745 FRAME: 0059

TRADEMARKS ONLY

12-03-1997

RE TRADEMARKS ONLY

MRD 11-26-97



nts and Trademarks:  
nents or copy thereof.

NOV 26 1997

1. Name of conveying party(ies)

Avalan Technology, Inc.

Address of receiving Party(ies) **RECEIVED**

Name: Avalan Technology Trust-c/o Christine Dottino

Internal Address: Legal Department

Street Address: One Computer Associates Plaza

City: Islandia State: NY Zip:11788

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State- Delaware
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other --Delaware Business Trust

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached?  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Execution Date: September 17, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/211,975

B. Trademark Registration No.(s)

1,677,213

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Avalan Technology Trust-c/o Christine Dottino  
Internal Address: Computer Associates International, Inc.

Street Address: One Computer Associates Plaza

City: Islandia State :NY Zip:11788

6. Total number of applications and registrations involved:.....2....

7. Total fee (37 CFR 2.4.1).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-2636

(Attach duplicate copy of this page if paying by deposit account)

12/03/1997 VBRUN 00000016 000032636 1677213 DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine V. Dottino

Name of Person Signing

*Christine V. Dottino*

Signature

November 21, 1997

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1745 FRAME: 0060

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AVALAN TECHNOLOGY, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "AVALAN TECHNOLOGY TRUST" UNDER THE NAME OF "AVALAN TECHNOLOGY TRUST", A BUSINESS TRUST ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF OCTOBER, A.D. 1997, AT 4 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2804269 8100M

971334848

AUTHENTICATION: 8689228

DATE: 10-03-97  
REEL: 1745 FRAME: 0061

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of October 16, 1997, by and between Avalan Technology Trust, a Delaware business trust having its principal place of business at 7 October Hill Road, Holliston, Massachusetts 01746-6888 ("Seller") and COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware corporation having its principal place of business at One Computer Associates Plaza, Islandia, New York ("CA").

### RECITALS

WHEREAS Seller and CA are parties to a certain Asset Purchase Agreement dated October 7, 1997 (the "Purchase Agreement") relating to the purchase and sale of certain assets used in connection with Seller's development and support of certain software programs (the "Products" as defined in the Purchase Agreement); and

WHEREAS in furtherance of the purpose of the Purchase Agreement, Seller and CA desire all trademarks of Seller be assigned by Seller to CA in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings hereinafter set forth, Seller and CA hereby agree as follows:

#### 1. DEFINITIONS

Terms in this Agreement which are capitalized have the meanings set forth below or defined elsewhere in this Agreement or, if not defined herein, shall have the meanings set forth in the Purchase Agreement. All references to Sections or Exhibits in this Agreement, unless expressly herein stated otherwise, are to Sections of and Exhibits attached to this Agreement.

#### 2. ASSIGNMENT OF TRADEMARKS

2.1 Assignment. Seller hereby grants, transfers, assigns, conveys and relinquishes exclusively to CA, its successors and assigns forever, the entire title, right interest, ownership and all subsidiary rights in and to the registered trademarks listed on Exhibit 1-A attached hereto, the unregistered trademarks listed on Exhibit 1-B attached hereto, and all other unregistered or common law trademarks, service marks, trade names and logos (collectively the "Marks") used by Seller in connection with the Products (as defined in the Purchase Agreement) together with the good will of the business symbolized by said Marks and registrations thereof, including, but not limited to, the following:

- (a) the right to sue and recover for any past infringements of the Marks;

(b) the right to secure registrations therein in CA's own name and to secure renewals and extensions of registrations and applications for registrations in the United States or America or any other country; and

(c) the right to determine, in CA's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

2.2 Further Conveyance Assurances. Seller agrees, upon request by CA, to execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of rights conveyed herein. Seller agrees:

(a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Marks reasonably requested by CA;

(b) to provide reasonable assistance to CA should CA seek to enforce its rights in the Marks conveyed in this agreement against third parties; and

(c) to provide testimony in connection with any proceeding affecting the right, title or interest of CA in the Marks as conveyed herein.

3. DELIVERY.

Seller shall deliver to CA complete files regarding the Marks, including all registrations and applications for registrations of the Marks, at the Closing of the Purchase Agreement or as soon thereafter as is practicable.

4. REPRESENTATIONS AND WARRANTIES

SELLER MAKES THE REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE MARKS AS SET FORTH IN THE PURCHASE AGREEMENT.

5. GENERAL PROVISIONS

5.1 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

5.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provisions is invalid, illegal or incapable

of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.4 Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof.

5.5 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the law of the State of New York, without giving effect to the conflict of law principles thereof.

5.6 Counterparts. This Agreement shall become effective upon execution by both Parties. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be an original but all of which when taken shall constitute one and the same agreement.

5.7 Discrepancy. In the event of any discrepancy between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

5.8 Further Assurances. Promptly after the Closing, Seller shall discontinue all use of the Marks and all publications, marketing materials or communications using any of the Marks.

IN WITNESS WHEREOF, the CA and Seller have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Seller: AVALAN TECHNOLOGY TRUST

By: 

Name: Anthony Amundson

Title: Trustee, and not individually

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: 

Name: Steven M. Woghin

Title: Senior Vice President and General Counsel

**Exhibit 1-A  
Registered Marks**

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Status</u>	<u>App. No.</u>
Remotely Possible	US	2/25/92	Registered	1677213

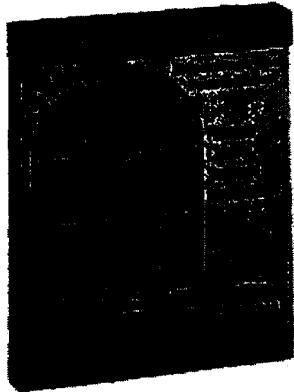
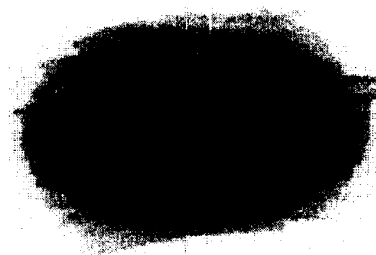
**Exhibit 1-B  
Unregistered Marks**

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Status</u>	<u>App. No.</u>
Avalan	US	12/12/96	Pending	75 / 211975
Remotely Possible	Japan	2/5/97	Pending	9-10518

Avalan also utilizes certain logos, as contained in the marketing, packaging and other materials being conveyed to CA, including without limitation the following:



**AVALAN**  
TECHNOLOGY



Discover Avalan 

Remotely Possible 



Computer Associates International, Inc.  
One Computer Associates Plaza  
Islandia, NY 11788-7000  
1-516-DIAL CAI (342-5224)  
FAX 1-516-DIAL FAX (342-5329)

June 5, 1998

U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments  
North Tower Building Suite 10C35  
Washington, DC 20231

Attention: Maya Bennett

Re: Request for Corrections for Registration nos 1,677,213 and 2,127,110

Dear Ms. Bennett:

This will acknowledge receipt of the recordal of assignment of the marks REMOTELY POSSIBLE and AVALAN. We have returned the original documentation with this letter. Several corrections need to be made, the details of which we have specified below:

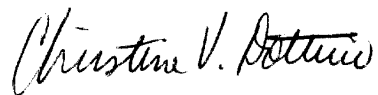
1. The serial number as listed in the Trademark Assignment document is incorrect. It is listed as 75/211,975, when in fact, the correct serial number for the trademark is serial number 75/211,965. Subsequent to the Trademark Assignment dated October 16, 1997, this mark issued to registration number 2,127,110. The transfer of this mark, as detailed below, should be recorded against this registration. As this mistake is ours in that the incorrect number was merely reprinted from the Trademark Assignment, you may charge Deposit Account no 03-2636 for the amount necessary to implement this change.
2. Both of these registrations were in the name of Avalan Technology, Inc. By a merger dated October 3, 1997, Avalan Technology, Inc. was merged into Avalan Technology Trust.
3. Both of these registrations were then assigned from Avalan Technology Trust to Computer Associates International, Inc. in the Trademark Assignment Agreement dated October 16, 1997.

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REEL: 1745 FRAME: 0066



Based on the above analysis, the ownership of both registrations (1,677,213 and 2,127,110) should now be in the name of Computer Associates International, Inc. with the aforementioned title history reflected in each record. Please make these corrections or call if there are any outstanding questions. Our Deposit Account may be debited for any amount necessary to implement these changes. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Christine V. Dottino".

Christine V. Dottino  
Trademark Paralegal  
(516) 342 4429

Enclosures



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JANUARY 13, 1998

PTAS

AVALAN TECHNOLOGY TRUST  
C/O CHRISTINE DOTTINO  
COMPUTER ASSOCIATES INTERNATIONAL, INC.  
ONE COMPUTE ASSOCIATES PLAZA  
ISLANDIA, NY 11788



\*100582202A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/26/1997

REEL/FRAME: 1659/0236  
NUMBER OF PAGES: 2

BRIEF: MERGER

ASSIGNOR:  
AVALAN TECHNOLOGY, INC.

DOC DATE: 09/17/1997  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNEE:  
AVALAN TECHNOLOGY-C/O CHRISTINE  
DOTTINO  
LEGAL DEPARTMENT  
ONE COMPUTER ASSOCIATES PLAZA  
ISLANDIA, NEW YORK 11788

CITIZENSHIP: DELAWARE  
ENTITY: BUSINESS TRUST

APPLICATION NUMBER: 75211975  
REGISTRATION NUMBER:

FILING DATE: 12/12/1996  
ISSUE DATE:

MARK: MAX OUT  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK  
REEL: 1745 FRAME: 0068

1659/0236 PAGE 2

APPLICATION NUMBER: 74039908  
REGISTRATION NUMBER: 1677213

FILING DATE: 03/19/1990  
ISSUE DATE: 02/25/1992

MARK: REMOTELY POSSIBLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

MAYA BENNETT, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECORDED: 06/17/1998

TRADEMARK  
REEL: 1745 FRAME: 0069