

09-15-1999

9-13-99

TRADEMARKS ONLY

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Patents and Trademarks: documents or copy thereof.

1. Name of conveying party,

101145320

and Address of receiving Party(ies)

Snare Networks Corp.

Name: Computer Associates International, Inc..

Internal Address: Legal Department

Street Address: One Computer Associates Plaza

City: Islandia State: NY Zip: 11749

Entity:

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other-Share Purchase Agreement

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: 9/3/99

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

B. Trademark Registration No.(s)

A. Trademark Application No.(s)

2,140,746, 2,140,745

Additional numbers attached? Yes No X

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

City: Islandia State :NY Zip: 11749

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)

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

Handwritten signature of Christine V. Dottino

Name of Person Signing

Signature

Date: September 9, 1999

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

09/15/1999 DMGUYEN 00000006 032636 2140746

01 FC:481 40.00 CH, 02 FC:482 25.00 CH

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

STOCK PURCHASE AGREEMENT

This **Stock Purchase Agreement** (the "**Agreement**") is made and entered into in Islandia, New York as of the date when this Agreement has been fully executed by each of the parties hereto (the "**Effective Date**") by and among Snare Networks Corporation, a Maryland corporation having its principal place of business at 12520 Prosperity Drive, Suite 300, Silver Springs, MD 20904 ("**Snare**"), Computer Associates International, Inc., a Delaware corporation having its principal place of business at One Computer Associates Plaza, Islandia, New York 11749 ("**CA**"), and each of the shareholders of Snare identified on **Schedule 1** hereto (each a "**Seller**" and collectively the "**Sellers**").

RECITALS

WHEREAS, Sellers own and desire to sell and transfer to CA, and CA desires to purchase from the Sellers all shares of Snare (the "**Shares**") listed opposite the name of each Seller on **Schedule 1**, representing all of the issued and outstanding Shares of Snare, on the terms and conditions herewith set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the respective representations and warranties hereinafter set forth and of the mutual covenants and agreements contained herein, the parties agree as follows:

1. ARTICLE 1 - DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. "**Closing Date**" shall mean a date which is five business days after the date when all conditions set forth in Article 7 shall have been satisfied, or such other date as shall be agreed upon by CA and Snare.
- 1.2. "**Effective Date**" shall mean date as of which this Agreement has been fully executed by all parties, the effective date of this Agreement.

1.3. **"Intellectual Property Rights"** shall mean and include the following assets of Snare:

- (a) The **"Product"** or **"Products"** which shall consist of all source code and object code (in magnetic and hard copy form) to past and current versions made prior to the Closing, including any and all foreign language versions, of all computer software programs of Snare, including, without limitation the software programs described on Exhibit A attached hereto, and any software programs, documentation and other materials developed pursuant to the Development Milestones (as defined in Section 2.3 below and described in Schedule 2.3 attached hereto).
- (b) The **"Product Documentation"** which shall consist of all technical documentation pertaining to the Products (including any end user manuals, Product specifications, flow charts, other design documentation, bug lists and any electronic machine-readable version of such manuals), all lists of prices for the Products, a summary of Snare 's current promotional activity with respect to the Products, any and all training or question and answer books pertaining to the Products, and any and all notes, plans and other documentation in existence describing problems, future directions or other matters related to the Products.
- (c) The **"Books and Records"** which shall consist of such magnetic and hard copy lists of all registered users of all past and current versions of the Products as of the Closing Date and all customers for Snare professional services ("User Lists") together with a copy of all other books, records, files and papers, whether in hard copy or computer format, used in connection with Snare's business or the Products.
- (d) The **"Proprietary Rights"** which shall consist of all patents, patent rights, copyrights, trademarks, trademark rights, trade names, trade name rights and patent, copyright or trademark applications respecting the Products (as described on Exhibit B) and all of Snare's know-how, trade secrets,

inventions, technology, designs and any other proprietary rights which are owned by Snare pertaining to the Products, the Product Documentation and the User Lists.

In no event shall the definition of Intellectual Property Rights include computer software programs or software licensed from a third party.

- 1.4. “Lien” means, with respect to any assets, any mortgage, lien, pledge, charge, security interest, claim or encumbrance of any kind in respect of such asset.
- 1.5. “Snare” means, Snare Networks Corporation, including all Subsidiaries, as a consolidated entity.
- 1.6. “Subsidiaries” shall mean the wholly owned subsidiaries of Snare, if any.

2. ARTICLE 2 - SALE AND PURCHASE OF STOCK

- 2.1. Sale and Purchase. Subject to the terms and conditions contained herein, at the Closing, the Sellers hereby agree to sell, transfer, assign, convey and deliver to CA, and CA agrees to purchase and accept from each Seller, all of such Seller’s right, title and interest in and to all of the Shares, free and clear of any Lien.
- 2.2. Purchase Price. The consideration payable by CA for the Shares to be sold to CA as provided herein shall be Five Million Dollars (\$5,000,000) (the “Purchase Price”), which shall be paid at Closing to the Sellers in the amounts set forth on Schedule 1.
- 2.3. Payment to Sellers. All payments to Sellers pursuant to the provisions of this Article 2 shall be made in accordance with each Seller’s pro-rata percentage of shares as set forth in Schedule 1, by check or wire transfer, as the parties shall mutually agree.
- 2.4. Payment of the Purchase Price specified in this Article 2 shall constitute the full and complete consideration for the transactions contemplated hereby and Sellers

11.10 Transaction Expenses. Notwithstanding anything else in this Agreement to the contrary, each party hereto shall each be responsible for the payment of (and shall indemnify and hold the other party or parties hereto harmless against) any and all of its own expenses, including without limitation the fees and expenses of counsel, accountants and other advisers, arising out of or relating directly or indirectly to the transactions contemplated by this Agreement, whether or not such transactions are consummated in whole or in part. Sellers agree that Sellers shall pay Williams Mullen Clark & Dobbins legal fees in connection with this transactions contemplated by this Agreement in an amount not to exceed Thirty Thousand Dollars (\$30,000). The Sellers hereby authorize and consent to CA withholding the aforementioned fee from the Purchase Price for direct payment by CA to such entity on behalf of the Sellers.

11.11 Waiver. The waiver of one breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default.

11.12 Severability. If one or more of the provisions of this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11.13 No Agency. This Agreement shall not constitute either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Snare Networks Corporation

Computer Associates International, Inc.

By: 

By: 

Title: President

Title: SVP

Date: 27 August 1999

Date: 8/3/99

EXHIBIT B

PROPRIETARY RIGHTS

Trademarks:

SnareNet™
SnareNet™ Gold
SnareNet™ VPN
SnareSecure™
SnareTools™

Registered trademarks:

Snare®



Registration data:

	<u>Serial #</u>	<u>Publish date</u>
Snare®	75/248,686	December 9, 1997
Snare you're secure	75/248,687	December 9, 1997