

09-20-1999

9-15-99

TRADEMARKS ONLY

To the F
Please re



101147445

and Trademarks:
s or copy thereof.

TRADEMARKS ONLY

1. Name of conveying party(ies)

Realogic, Inc.

Entity:

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

2. Name and Address of receiving Party(ies)

Name: Computer Associates International, Inc..
 Internal Address: Legal Department
 Street Address: One Computer Associates Plaza
 City: Islandia State: NY Zip: 11749

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

3. Nature of conveyance:

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

Execution Date: August 5, 1998

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

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

A. Trademark Application No.(s)
75,627,332

B. Trademark Registration No.(s)
2,118,288 2,027,342
1,963,769

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
City: Islandia State :NY Zip: 11749

6. Total number of applications and registrations involved: 4.....

7. Total fee (37 CFR 2.4.1).....\$ 115
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-2696
(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

Christine V. Dottino

Name of Person Signing

Signature

Date: September 10, 1999

Total number of pages including cover sheet, attachments, and document: 10

09/17/1999 DNGUYEN 00000115 032636 75327332

01 FC:481 40.00 CH
02 FC:482 75.00 CH

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

TRADEMARK
REEL: 001959 FRAME: 0469

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of August 5, 1998, by and among Computer Associates International, Inc., a Delaware corporation ("CA"); RLI Acquisition Corporation, a newly formed Ohio corporation ("CA Merger Sub"); Realogic, Inc., an Ohio corporation (the "Company"), and all of the shareholders of the Company identified on Schedule 1 hereto (each a "Shareholder" and collectively, the "Shareholders").

Preamble

WHEREAS, CA Merger Sub is a wholly owned subsidiary of CA; and

WHEREAS, this Agreement provides for the acquisition of the Company by CA through a merger of CA Merger Sub with and into the Company; and

WHEREAS, all of the outstanding shares of common stock of the Company (collectively, the "Shares") will be converted into the right to receive \$10.935 per share in cash, of which \$2.0075 per Share, per Warrant (as hereinafter defined), per Vested Option (as hereinafter defined) and per Unvested Option (as hereinafter defined) will be paid at the Closing into an escrow account and will be distributed with accrued interest to the Shareholders, the Warranholders (as hereinafter defined) and the holders of options of the Company outstanding immediately prior to the Effective Time (as hereinafter defined) or CA, in each case subject to the terms of this Agreement, and the remainder will be paid to the Shareholders, the Warranholders (as hereinafter defined) and the Vested Optionees (as hereinafter defined) at the Closing and to the Unvested Optionees (as hereinafter defined) when the options vest; and

WHEREAS, following the merger, the Company will continue to conduct its business and operations as a wholly-owned subsidiary of CA; and

WHEREAS, the respective Boards of Directors of the Company, CA Merger Sub and CA have determined that the transactions described herein are in their respective best interests and in the best interests of their respective shareholders; and

WHEREAS, the respective Boards of Directors of the Company, CA Merger Sub and CA have each approved the merger of CA Merger Sub with and into the Company, upon the terms and subject to the conditions set forth herein; and

WHEREAS, the transactions described in this Agreement are subject to the satisfaction of certain conditions described in this Agreement;

NOW, THEREFORE, in consideration of the above and the mutual warranties, representations, covenants, and agreements set forth herein, the parties to this Agreement agree as follows:

ARTICLE I

THE MERGER

1.1 Merger.

Subject to the terms and conditions of this Agreement, at the Effective Time (as defined herein), CA Merger Sub shall be merged with and into the Company in accordance with Section 1701.78 of the Ohio General Corporation Law (the "OGCL") and the separate corporate existence of CA Merger Sub shall thereupon cease (the "Merger"). The Merger shall have the effects specified in the OGCL. Without limiting the generality of the foregoing, the Company shall be the surviving corporation resulting from the Merger (the "Surviving Corporation"), shall become a wholly-owned subsidiary of CA, and shall continue to be governed by the laws of the State of Ohio, and the separate corporate existence of the Company and all of its property, rights, privileges, powers and

franchises, and all its debts, liabilities and duties as a corporation organized under the laws of the State of Ohio, shall continue unaffected by the Merger. The Merger shall be consummated pursuant to the terms of this Agreement, which has been or will be approved and adopted by

- (i) the respective Boards of Directors of the Company, CA Merger Sub and CA;
- (ii) the shareholders of the Company in accordance with the OGCL; and
- (iii) CA, as the sole shareholder of CA Merger Sub.

ARTICLE II

TERMS OF MERGER

2.1 Articles.

The Articles of Incorporation of CA Merger Sub in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, until otherwise amended or repealed (except that the name and location of the office of the Surviving Corporation shall be the name and location of the office of the Company immediately prior to the Effective Time).

2.2 Regulations.

The Regulations of CA Merger Sub in effect immediately prior to the Effective Time shall be the Regulations of the Surviving Corporation, until otherwise amended or repealed (except that the name and location of the office of the Surviving Corporation shall be the name and location of the office of the Company immediately prior to the Effective Time).

2.3 Directors and Officers.

The directors of CA Merger Sub in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the directors of the Surviving Corporation from and after the Effective Time, in accordance with the Regulations of the Surviving

compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing applicable laws or regulations.

5.19 Intellectual Property.

Schedule 5.19 is a true and complete list of all trade names, trademarks, service marks, copyrights and patents (collectively, the "Intellectual Property Rights") owned by the Company. There has not been any infringement of any Intellectual Property Rights of the Company or any infringement by the Company of the intellectual property rights of others. Disclosed in Schedule 5.19, are all contracts pursuant to which the Company has authorized any person or entity to use any of the intellectual property rights owned by the Company. The Company has the right to use all intellectual property rights as are necessary to enable the Company to conduct its business as presently conducted. The Company has not received any written notice of a challenge to the validity of any of the Intellectual Property Rights listed in Schedule 5.19, all of which are validly registered to the extent indicated. Except as set forth in Schedule 5.19, there have been no interference actions or other judicial, arbitration, or other adversary proceedings concerning the Intellectual Property Rights listed in Schedule 5.19. The Company has not disposed of or permitted to lapse, or otherwise failed to preserve the right to use any rights referenced in this Schedule 5.19.

5.20 Customers.

Except as set forth on Schedule 5.20, the Company has not received any prepayments or deposits in excess of \$10,000 from customers for services to be performed in the future. Schedule 5.20 attached hereto sets forth a correct and complete list of all customers of the Company whose relationship with the Company has during the current fiscal year or any of the three most recent fiscal years of the Company generated two percent (2%) or more of the Company's revenue. To the best of the Company's knowledge, as a result of the consummation of this Agreement, no such customer

IN WITNESS WHEREOF, the undersigned have executed this Agreement in one or more

counterparts as of this ___ day of August, 1998.

COMPUTER ASSOCIATES INTERNATIONAL, REALOGIC, INC.
INC.

By: [Signature] By: [Signature]

RLI ACQUISITION CORPORATION

By: [Signature]

[Signature]
Don L. Heestand

[Signature]
Joseph Burmester

[Signature]
Dale W. Bainbridge

[Signature]
Lee C. Weingart

[Signature]
Neil A. Brumback

[Signature]
John Brumback

[Signature]
Anthony Balasko

[Signature]
Laura Ruggiero

[Signature]
Larry W. Acord

[Signature]
David R. Hooper

[Signature]

Stuart L. Waite on behalf of himself and as
Trustee for the Stuart L. Waite Trust F.B.O. Ashley Waite and
for the Stuart L. Waite Trust F.B.O. Courtney Waite

[Signature]

C. David Snyder on behalf of himself and as
President of the C. David Snyder Family Foundation, and as
Trustee of the C. David Snyder Charitable Remainder Unitrust,
the Michelle Snyder Charitable Remainder Unitrust, the C. David
Snyder Trust F.B.O. Margaret Snyder and the C. David Snyder
Trust F.B.O. Matthew Snyder

PRIMUS CAPITAL FUND IV LIMITED PARTNERSHIP

By: Primus Venture Partners IV Limited Partnership,
its general partner

By: Primus Venture Partners IV, Inc., its general partner

By: [Signature]
Loyal W. Wilson, President

PRIMUS EXECUTIVE FUND LIMITED PARTNERSHIP

By: Primus Venture Partners IV
Limited Partnership, its general partner

By: Primus Venture Partners IV, Inc., its general partner

By: [Signature]
Loyal W. Wilson, President

TRADEMARK
REEL: 001959 FRAME: 0474

SCHEDULE 5.19

INTELLECTUAL PROPERTY

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CLCORP01: 271722_1.WPD

TRADEMARK
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SCHEDULE 5.19

Attached is a schedule of all of the Company's registered intellectual property rights and applications made to register intellectual property rights.

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TRADEMARK
REEL: 001959 FRAME: 0476

Matter	Owner	Country	Current Status	Registration Number	Filing Date	Exam (Action)	Renewal (Action)	Comments
REAL LOGIC Trademark	Realogic, Inc.	US	Registered	1,963,769	Registered 3/26/96	New Power of Attorney filed with PTO 9/12/96	Renewal due 3/26/06	
REALOGIC Service Mark	Realogic, Inc.	US	Registered	2,027,342	1/19/93	Registration Issued 12/31/96	Renewal Due 12/31/06	
AIR STRATEGY Service Mark	Realogic, Inc.	US	Registered	2,118,288	8/24/95	Registration issued 12/2/97	Renewal Due 12/2/02	
AIRSCORE Copyright	Realogic, Inc.	US	Registered	TX 813-920	8/18/97		Certificate of Registration Received 2/98	
REAL PEOPLE Service Mark	Realogic, Inc.	US	Abandoned per client 2/16/98	75/145,610	8/6/96	Abandoned	Abandoned	
SHOCK INFORMATION Service Mark	Realogic, Inc.	US	Application to be filed	N/A	N/A	Application forwarded to Realogic 1/6/97	Awaiting signature on application	
REALACCESS Service Mark	Realogic, Inc.	US	Application to be filed	N/A	N/A	Application forwarded to Realogic 1/6/97	Awaiting signature on application	
AIRSCORE Trademark	Realogic, Inc.	US	Pending	75/327,332	July 21, 1997	Office Action received 3/98	Response to Office Action due 9/17/98	
REALOGIC Service Mark Trademark	Realogic, Inc.	Canada	On hold	N/A	N/A	Instructions to associate to postpone filing 1/3/97	Postponed	
REALOGIC Service Mark Trademark	Realogic, Inc.	European Community	Application Pending	417,006	10/31/96	11/4/96 letter from associate sending copy of application as filed	Awaiting action on the merits	
EXCHANGE ANALYST	Realogic, Inc.	U.S.	Proposed			Searched; available	Specimens for application	

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RECORDED: 09/15/1999

REEL: 001959 FRAME: 0477