

07-10-2000

TRADEMARKS ONLY

W. J. R. D.  
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and Trademarks:  
or copy thereof.

TRADEMARKS ONLY

1. Name of conveying party(ies)

Computer Management Sciences, Inc.

Entity:

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

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

200 JUN 12 PM 12: 27  
OPR/FINANCE

3. Nature of conveyance:

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

Execution Date: February 5, 1999

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)

B. Trademark Registration No.(s)

1,995,357

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:....1

7. Total fee (37 CFR 2.4.1).....\$ 40

- 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

Date: June 7, 2000

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

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**AGREEMENT AND PLAN OF MERGER**

**Dated as of February 5, 1999**

**Among**

**COMPUTER ASSOCIATES INTERNATIONAL, INC.**

**THE BETTER PLAN ("TBP"), INC.**

**And**

**COMPUTER MANAGEMENT SCIENCES, INC.**

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AGREEMENT AND PLAN OF MERGER dated as of February 5, 1999 among COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware corporation ("Parent"), THE BETTER PLAN ("TBP"), INC., a Florida corporation and a wholly owned subsidiary of Parent ("Merger Subsidiary"), and COMPUTER MANAGEMENT SCIENCES, INC., a Florida corporation (the "Company").

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The parties agree as follows:

## ARTICLE I

### THE OFFER

SECTION 1.1. The Offer. (a) Provided that nothing shall have occurred that would result in a failure to satisfy any of the conditions set forth in Annex I hereto, Merger Subsidiary shall, as promptly as practicable after the date hereof, but in no event later than five business days following the public announcement of the terms of this Agreement, commence an offer (the "Offer") to purchase all of the outstanding shares of common stock, par value \$.01 per share (the "Shares"), of the Company at a price of \_\_\_\_\_ per Share, net to the seller in cash. The Offer shall be subject to the condition that there shall be validly tendered in accordance with the terms of the Offer prior to the expiration date of the Offer and not withdrawn a number of Shares which, together with the Shares then owned by Parent and Merger Subsidiary, represents at least a majority of the total number of outstanding Shares, assuming the exercise of all outstanding options, rights and convertible securities (if any) and the issuance of all Shares that the Company is obligated to issue (such total number of outstanding Shares being hereinafter referred to as the "Fully Diluted Shares") (the "Minimum Condition") and to the other conditions set forth in Annex I hereto. Parent and Merger Subsidiary expressly reserve the right to waive the conditions to the Offer and to make any change in the terms or conditions of the Offer, provided that, without the written consent of the Company, no change may be made which changes the form of consideration to be paid, decreases the price per Share or the number of Shares sought in the Offer, imposes conditions to the Offer in addition to those set forth in Annex I, changes or waives the Minimum Condition, extends the Offer (except as set forth in the following sentence), or makes any other change to any condition to the Offer set forth in Annex I which is materially adverse to the holders of Shares. Subject to the terms of the Offer in this Agreement and the satisfaction (or waiver to the extent permitted by this Agreement) of the conditions to the Offer, Merger Subsidiary shall accept for payment all Shares validly tendered and not withdrawn pursuant to the Offer as soon as practicable after the applicable expiration date of the Offer and shall pay for all such Shares promptly after acceptance; provided that Merger Subsidiary may extend the Offer if, at the scheduled expiration date of the Offer or any extension thereof any of the conditions to the Offer shall not have been satisfied, until such time as such conditions are satisfied or waived, and Merger Subsidiary may extend the Offer for a further period of time of not more than 20 business days to meet the objective (which is not a condition to the Offer) that there be validly tendered, in accordance with the terms of the Offer, prior to the expiration date of the Offer (as so extended) and not withdrawn a number of Shares, which together with Shares then owned by Parent and Merger Subsidiary, represents at least 80% of the Fully Diluted Shares.

(b) As soon as practicable on the date of commencement of the Offer, Parent and Merger Subsidiary shall (i) file with the SEC (defined below in Section 4.1(a)) a Tender Offer Statement on Schedule 14D-1 with respect to the Offer which will contain the offer to purchase and form of the related letter of transmittal (together with any supplements or amendments thereto, collectively the "Offer Documents") and (ii) cause the Offer Documents to be disseminated to holders

of Shares. Parent, Merger Subsidiary and the Company each agrees promptly to correct any information provided by it for use in the Offer Documents if and to the extent that it shall have become false or misleading in any material respect. Parent and Merger Subsidiary agree to take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. The Company and its counsel shall be given a reasonable opportunity to review and comment on the Schedule 14D-1 prior to its being filed with the SEC.

**SECTION 1.2. Company Action.** (a) The Company hereby consents to the Offer and represents that its Board of Directors, at a meeting duly called and held, has (i) unanimously determined that this Agreement and the transactions contemplated hereby, including the Offer and the Merger (defined below in Section 2.1), and the Stockholder Option Agreement, dated as of February 5, 1999 (the "Stockholder Option Agreement"), among the stockholders of the Company that are named therein ("Stockholders") and Merger Subsidiary, and the transactions contemplated thereby, are fair to and in the best interest of the Company's stockholders, (ii) unanimously approved this Agreement and the transactions contemplated hereby, including the Offer and the Merger, and the Stockholder Option Agreement and the transactions contemplated thereby, which approval satisfies in full the requirements of Sections 607.0901 and 607.0902 of the General Corporation Act of the State of Florida (the "Florida Law"), and (iii) unanimously resolved to recommend acceptance of the Offer and approval and adoption of this Agreement and the Merger by its stockholders. The Company further represents that The Robinson-Humphrey Company LLC has delivered to the Company's Board of Directors its opinion that the consideration to be paid in the Offer and the Merger is fair to the holders of Shares from a financial point of view. The Company has been advised that all of its directors and executive officers presently intend either to tender their Shares pursuant to the Offer or to vote in favor of the Merger. The Company will promptly furnish Parent and Merger Subsidiary with a list of its stockholders, mailing labels and any available listing or computer file containing the names and addresses of all record holders of Shares and lists of securities positions of Shares held in stock depositories, in each case as of the most recent practicable date, and will provide to Parent and Merger Subsidiary such additional information (including, without limitation, updated lists of stockholders, mailing labels and lists of securities positions) and such other assistance as Parent or Merger Subsidiary may reasonably request in connection with the Offer.

(b) As soon as practicable on the day that the Offer is commenced the Company will file with the SEC and disseminate to holders of Shares a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") which shall reflect the recommendations of the Company's Board of Directors referred to above, subject to the fiduciary duties of the Board of Directors of the Company as advised in writing by Holland & Knight LLP, counsel to the Company. The Company, Parent and Merger Subsidiary each agrees promptly to correct any information provided by it for use in the Schedule 14D-9 if and to the extent that it shall have become false or misleading in any material respect. The Company agrees to take all steps necessary to cause the Schedule 14D-9 as so corrected to be filed with the SEC and to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. Parent and its counsel shall be given a reasonable opportunity to review and comment on the Schedule 14D-9 prior to its being filed with the SEC.

**SECTION 1.3. Directors.** (a) Effective upon the acceptance for payment by Merger Subsidiary of a majority of the Shares pursuant to the Offer, Parent shall be entitled to designate the number of directors, rounded up to the next whole number, on the Company's Board of Directors that equals the product of (i) the total number of directors on the Company's Board of Directors (giving effect to the election of any additional directors pursuant to this Section) and (ii) the percentage that the number of Shares owned by Parent or Merger Subsidiary (including Shares accepted for payment) bears to the total number of Shares outstanding, and the Company shall take all action necessary to cause Parent's designees to be elected or appointed to the Company's Board of Directors, including,



without limitation, increasing the number of directors, or seeking and accepting resignations of incumbent directors, or both; provided that, after the acceptance for payment and prior to the Effective Time (defined below in Section 2.1(b)), the Company's Board of Directors shall always have one member who is neither a designee nor an affiliate of Parent or Merger Subsidiary nor an employee of the Company (an "Independent Director"). If the number of Independent Directors is reduced below one for any reason prior to the Effective Time, the departing Independent Director shall be entitled to designate a person to fill such vacancy. No action proposed to be taken by the Company to amend or terminate this Agreement or waive any action by Parent or Merger Subsidiary shall be effective without the approval of the Independent Director. At such times, the Company will use its best efforts to cause individuals designated by Parent to constitute the same percentage as such individuals represent on the Company's Board of Directors of (x) each committee of the Board, (y) each board of directors of each subsidiary (defined below in Section 4.1(a)) and (z) each committee of each such board.

(b) The Company's obligations to appoint designees to the Board of Directors shall be subject to Section 14(f) of the Exchange Act (defined below in Section 4.1(d)) and Rule 14f-1 promulgated thereunder. The Company shall promptly take all actions required pursuant to Section 14(f) and Rule 14f-1 in order to fulfill its obligations under this Section 1.3 and shall include in the Schedule 14D-9 such information with respect to the Company and its officers and directors as is required under Section 14(f) and Rule 14f-1 to fulfill its obligations under this Section 1.3. Parent will supply to the Company in writing and be solely responsible for any information with respect to itself and its nominees, officers, directors and affiliates required by Section 14(f) and Rule 14f-1.

## ARTICLE II

### THE MERGER

**SECTION 2.1. The Merger.** (a) At the Effective Time, Merger Subsidiary shall be merged (the "Merger") with and into the Company in accordance with the Florida Law, whereupon the separate existence of Merger Subsidiary shall cease, and the Company shall be the surviving corporation (the "Surviving Corporation").

(b) As soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, the Company and Merger Subsidiary will file articles of merger with the Department of State of the State of Florida and make all other filings or recordings required by Florida Law in connection with the Merger. The Merger shall become effective at such time as the articles of merger are duly filed with the Department of State of the State of Florida or, with the consent of the Independent Director, at such later time as is specified in the articles of merger (the "Effective Time").

(c) From and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of the Company and Merger Subsidiary, all as provided under Florida Law.

**SECTION 2.2. Conversion of Shares.** At the Effective Time:

(a) each Share held by the Company as treasury stock or owned by Parent, Merger Subsidiary or any subsidiary of either of them immediately prior to the Effective Time shall be canceled, and no payment shall be made with respect thereto;

(b) each share of common stock of Merger Subsidiary outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation with the same rights, powers and

of a stockholder and rights under existing employee benefit plans and except for any such interest which would not be required to be disclosed under the Exchange Act.

(s) Technology. (i) The Company exclusively owns, or is licensed to use, without restriction (other than as set forth in Section 4.1(s)(i) of the Disclosure Schedule), the rights to all patents, trademarks, trade names, service marks, copyrights and any applications therefor, maskworks, net lists, schematics, inventories, technology, trade secrets, source codes, know-how, computer software programs or applications and tangible or intangible proprietary information or material that in any material respect are used or proposed to be used in the business of the Company and any of its subsidiaries as currently conducted or proposed to be conducted (the "Company Intellectual Property Rights"). Section 4.1(s)(i) of the Disclosure Schedule lists: (A) all patents, trademarks, trade names, service marks, registered and unregistered copyrights, and any applications therefor included in the Company Intellectual Property Rights, together with a list of all of the Company's currently marketed software products and a list of which, if any, of such products have been registered for copyright protection with the United States Copyright Office and any foreign offices; and (B) all licenses and other agreements to which the Company or any of its subsidiaries is a party and pursuant to which the Company or any of its subsidiaries is authorized to use any Company Intellectual Property Right, and includes the identities of the parties thereto, a description of the nature and subject matter thereof, the applicable royalty and the term thereof. Neither the Company nor any of its subsidiaries is, or as a result of the execution, delivery or performance of the Company's obligations hereunder will be, in violation of, or lose any rights pursuant to, any license or agreement described in Section 4.1(s)(i) of the Disclosure Schedule.

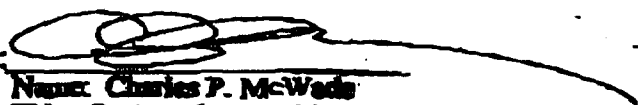
(ii) No claims with respect to the Company Intellectual Property Rights have been asserted or, to the knowledge of the Company, are threatened by any person nor does the Company or any subsidiary of the Company know of any valid grounds for any bona fide claims (A) to the effect that the manufacture, sale or use of any product or process as now used or offered or proposed for use or sale by the Company or any subsidiary of the Company infringes on any copyright, trade secret, patent or other intellectual property right of any person, (B) against the use by the Company or any subsidiary of the Company of any Company Intellectual Property Rights, or (C) challenging the ownership, validity or effectiveness of any of the Company Intellectual Property Rights. All granted and issued patents and all registered trademarks and service marks listed in Section 4.1(s)(i) of the Disclosure Schedule and all copyrights held by the Company or any of its subsidiaries are valid, enforceable and subsisting. To the Company's knowledge, there has not been and there is not any material unauthorized use, infringement or misappropriation of any of the Company Intellectual Property Rights by any third party, employee or former employee.

(iii) No Company Intellectual Property Right is subject to any outstanding order, judgment, decree, stipulation or agreement restricting in any manner the licensing thereof by the Company or any of its subsidiaries. Neither the Company nor any of its subsidiaries has entered into any agreement to indemnify any other person against any charge of infringement of any Company Intellectual Property Right. Neither the Company nor any of its subsidiaries has entered into any agreement granting any third party the right to bring infringement actions with respect to, or otherwise to enforce rights with respect to, any Company Intellectual Property Right. The Company and its subsidiaries have the exclusive right to file, prosecute and maintain all applications and registrations with respect to the Company Intellectual Property Rights.

(t) Change of Control. Except as set forth in Section 4.1(i), 4.1(p)(i)(A) or 4.1(t) of the Disclosure Schedule, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) result in or increase the amount of any payment or benefit (including a payment or benefit contingent on the occurrence of one or more events including, without limitation, termination of employment) becoming due to any current or former employee, director or

The parties hereto have caused this Agreement to be signed by their respective authorized officers as of the date first written above.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By:   
Name: Charles P. McWade  
Title: Senior Vice President

THE BETTER PLAN ("TBP"), INC.

By: \_\_\_\_\_  
Name: Steven M. Woghin  
Title: Vice President and Secretary

COMPUTER MANAGEMENT SCIENCES, INC.

By: \_\_\_\_\_  
Name: Anthony V. Weight  
Title: Acting Chief Executive Officer  
and Corporate Secretary

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Title: Vice President and Secretary

COMPUTER MANAGEMENT SCIENCES, INC.

By:   
Name: Anthony J. Weight  
Title: Acting Chief Executive Officer  
and Corporate Secretary

## Section 4.1 (s) Technology

(i) The Company has the rights to the following trade names, patents, trademarks, service marks, and copyrights:

1. Evolution ®
2. DM Solution<sup>SM</sup>
3. Partnersourcing<sup>SM</sup>
4. Online Analyst<sup>TM</sup>
5. INTELLECT<sup>TM</sup> (Integrated Collection Management System)
6. Charge-Off Recovery System<sup>TM</sup> (CORS)
7. BondBidder<sup>TM</sup>
8. Deposit Correction System<sup>TM</sup>
9. Charge Back System
10. Bag Tracings System
11. Mail Teller System
12. ISABEL (obsolete)
13. 3Dgen
14. 3Dgen/Win
15. AIIMS (Archives Integrated Information Management System)
16. RMIIS (Records Management Integrated Information System) (obsolete)
17. SOBTS (Suspect Offender Based Tracking System) (obsolete)
18. EMR (Electronic Medical Records)
19. PPOMS (Probation Parole Offender Management System "Under Development")
20. CJIS (Criminal Justice Information System)
21. MIACO – name, logo and training courseware (see Schedule 4.12(c) of the "Agreement and Plan of Merger among Company and Miaco Corporation)
22. CMSI
23. Summit
24. MSD