

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TINY SOFTWARE INC.		05/12/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMPUTER ASSOCIATES INTERNATIONAL, INC.		
Street Address:	One Computer Associates Plaza		
City:	Islandia		
State/Country:	NEW YORK		
Postal Code:	11749		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2546921	TINY SOFTWARE	
Registration Number:	2845448	TINY PERSONAL FIREWALL	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2214.953.6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B. K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	B. K. Drinkwater		
Signature:	/B. K. Drinkwater/		
Date:	07/06/2005		

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Total Attachments: 9

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STOCK PURCHASE AGREEMENT

made and entered into as of May 12, 2005,

Between

COMPUTER ASSOCIATES INTERNATIONAL, INC.,

as the Buyer

and

TINY SOFTWARE INC.

and

ROMAN KASAN

STOCK PURCHASE AGREEMENT dated as of May 12, 2005 (herein, together with the Schedules and Exhibits attached hereto, referred to as this "Agreement") among Tiny Software Inc., a Delaware corporation (the "Company"), Roman Kasan, the shareholder of the Company (the "Selling Shareholder") and Computer Associates International, Inc., a Delaware corporation (the "Buyer"). All capitalized terms are defined in Section 9.1 of this Agreement.

WITNESSETH:

WHEREAS, the Company has authorized 10,000,000 shares of common stock;

WHEREAS, the Selling Shareholder currently owns 3,272,764 issued and outstanding shares of common stock of the Company (the "Shares"), constituting all of the outstanding capital stock of the Company;

WHEREAS, the Company previously issued an additional 320,236 shares of common stock to the Selling Shareholder, and those shares were later redeemed and are now treasury stock;

WHEREAS, the Selling Shareholder wishes to sell, and the Buyer wishes to purchase, the Shares upon the terms of this Agreement; and

WHEREAS, the Parties wish that certain assets and liabilities be transferred from the Company to the Selling Shareholder prior to the Closing;

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, the parties agree as follows:

ARTICLE 1

SALE AND PURCHASE OF SHARES

Section 1.1 Sale of Shares. On the Closing Date and subject to the terms and conditions set forth in this Agreement, the Selling Shareholder will sell, assign and transfer to the Buyer, and the Buyer will purchase and acquire, all of the Selling Shareholder's right, title and interest in and to the Shares, free and clear of all Encumbrances, other than such Encumbrances as may be created by or on behalf of the Buyer.

Section 1.2 Purchase Price and Payment for Shares. (a) Purchase Price. The purchase price for all of the Shares is \$6,000,000 (the "Purchase Price"). The Buyer will pay to the Selling Shareholder (i) \$5,400,000 at Closing (the "Closing Payment"), and (ii), subject to Section 8.2, \$600,000 on the first anniversary of the Closing Date (the "Deferred Closing Payment").

(b) Payment of Purchase Price. At the Closing, the Buyer shall deliver to the Selling Shareholder the Closing Payment in immediately available funds by wire transfer to an account located in the United States designated by the Selling Shareholder at least three (3) Business Days prior to the Closing Date. Subject to Section 8.2, on the first anniversary of the

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE SELLING SHAREHOLDER AND THE COMPANY

The Selling Shareholder and the Company, jointly and severally, hereby represent and warrant to the Buyer that:

Section 3.1 Organization of the Company; Authority; Due Execution. (a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of its properties or conduct of its business requires such qualification. The Company has made available to the Buyer a complete and correct copy of its certificate of incorporation and bylaws as amended to date. Such certificates of incorporation and bylaws so delivered are in full force and effect. Schedule 3.1 hereto contains a correct and complete list of each jurisdiction where the Company is qualified or licensed to do business. The Company has made available to the Buyer complete and accurate copies of the minutes of all meetings of the stockholders of the Company, the board of directors of the Company and the committees thereof. The minute books and other similar records of the Company contain accurate summaries of all actions taken at any meetings of the stockholders of the Company, the board of directors of the Company and the committees thereto, and include all written consents executed in lieu of the holding of any such meeting.

(b) The Company has all requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly and validly adopted and approved by the board of directors of the Company and no other corporate proceedings on the part of the Company or its shareholder are necessary to authorize the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and constitutes the valid, binding and enforceable obligation of the Company, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

Section 3.2 Organization of Subsidiary; Authority. Except for the Subsidiary set forth on Schedule 3.2, the Company does not own, directly or indirectly, or have the power to vote the shares of any capital stock or other ownership interests of any Person.

(a) The Subsidiary set forth on Schedule 3.2 hereto is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted and is qualified to do

or vesting or trigger any payment of compensation or benefits or forgiveness of indebtedness under, increase the amount payable or trigger any other obligation pursuant to, any of the Compensation and Benefit Plans, (y) obligate the Buyer to assume any of the Compensation and Benefit Plans or to extend an offer of employment to any current employees or (z) result in any breach or violation of, or a default under, any of the Compensation and Benefit Plans.

(f) Except as set forth on Schedule 3.12(f) hereto, all annual reports required to be filed under any Laws applicable to the Compensation and Benefits Plans have been timely filed with the respective governmental agency with which such reports are required to be filed, including, without limitation Form 5500 and Form 11-K.

(g) To the Company's knowledge, all Compensation and Benefit Plans covering current or former non-U.S. employees or former employees of the Company or its Subsidiary comply in all material respects with applicable Laws. Neither the Company nor its Subsidiary has any material unfunded liabilities with respect to any Pension Plan that covers such non-U.S. employees.

Section 3.13 Intellectual Property Rights. (a) Schedule 3.13(a) sets forth, for the Owned Intellectual Property, a correct and complete list of all Patents, Trademarks, domain name registrations, and Copyrights indicating for each, the applicable jurisdiction, registration number (or application number) and the date issued (or date filed).

(b) All Trademarks, Patents and Copyrights listed in Schedule 3.13(a) are currently in compliance with all legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications with respect to Trademarks, and the payment of filing, examination and annuity and maintenance fees and proof of working or use with respect to Patents), are valid and enforceable and are not subject to any maintenance fees or actions falling due within ninety (90) days after the Closing Date. No Trademark is currently involved in any opposition or cancellation proceeding and no such action has been threatened with respect to any of the Trademarks or trademark registration applications. No Patent is currently involved in any interference, reissue, re-examination or opposition proceeding and no such action has been threatened with respect to any Patent. There are no potentially conflicting Trademarks or potentially interfering Patents of any Person as defined under 35 U.S.C. 135 of the United States Patent Code.

(c) Schedule 3.13(c)(i) sets forth a correct and complete list of any and all Contracts or other arrangements (excluding license agreements for off-the-shelf software applications programs having an acquisition price of less than \$5,000 per unit) pursuant to which the Company or its Subsidiary has been granted or otherwise receives any right to use or distribute any Software (including the Third Party Software, as defined below), indicating for each such Contract and arrangement the title, the parties, date executed, whether or not it is exclusive and the type or nature of the Software provided thereunder (e.g. products, tools, utilities, modules, libraries, etc.) (the "Third Party Software Licenses"). Schedule 3.13(c)(ii) sets forth a correct and complete list of all third party Software that is contained or embedded in, or otherwise used in connection with, any Company Products ("Third Party Software").

“Dollar” or “\$” means a dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for the payment of public and private debt.

“Employment Agreement” has the meaning set forth in Section 7.2(e).

“Employee Intellectual Property Assignments” is defined in Section 6.10.

“Encumbrance” means, with respect to any property or asset, any lien, mortgage, pledge, security interest, and other encumbrance.

“Environmental Law” has the meaning set forth in Section 3.19(b).

“ERISA” has the meaning set forth in Section 3.12(b).

“Financial Statements” has the meaning set forth in Section 3.4(a).

“GAAP” has the meaning set forth in Section 3.4(a).

“Governmental Consents” has the meaning set forth in Section 7.1(a).

“Governmental Entity” has the meaning set forth in Section 3.3(a).

“Hazardous Substance” has the meaning set forth in Section 3.19(c).

“HIPAA” has the meaning set forth in Section 3.12(b).

“Indemnifying Party” has the meaning set forth in Section 8.1(e).

“Intellectual Property” means (a) inventions, whether or not patentable, 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, 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 the 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.

“IRS” has the meaning set forth in Section 3.12(b).

“Laws” has the meaning set forth in Section 3.18(a).

“Limited License” has the meaning set forth in Section 3.13(q).

“Losses” has the meaning set forth in Section 8.1(a).

“Material Adverse Effect” means any change, event, violation, inaccuracy, circumstance or effect (whether alone or together with other changes, events, violations, inaccuracies, circumstances or effects) that is or would reasonably be expected to be materially adverse to the condition (financial or otherwise), properties, assets (including intangible assets), business, liabilities, results of operations or prospects of the Company; provided, however, that neither of the following shall be considered when determining whether there has been a Material Adverse Effect: any change that results from changes affecting generally the industry or industries in which the Company participates or the U.S. economy as a whole, unless such change shall disproportionately adversely affect the Company.

“Material Contracts” has the meaning set forth in Section 3.20(a).

“Mutual Non-Disclosure Agreement” has the meaning set forth in Section 6.6.

“Non-Competition Agreement” has the meaning set forth in Section 7.2(f).

“Ordinary Course of Business” means the ordinary course of business of the Company consistent with past custom and practice (including with respect to frequency and amount).

“Owned Intellectual Property” means all Intellectual Property in and to which the Company has, or has a right to hold, right, title and interest.

“Parties” means the parties to this Agreement.

“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.

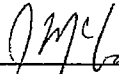
“Pension Plan” has the meaning set forth in Section 3.12(b).

“Permits” has the meaning set forth in Section 3.18(b).

“Permitted Encumbrances” means: (i) Encumbrances reflected in the Reference Balance Sheet (ii) Encumbrances for current taxes not yet due and payable and (iii) minor Encumbrances

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: 
Name: James McGarry
Title: VP, Business Development

TINY SOFTWARE INC.

By: _____
Name: Roman Kasan
Title:

ROMAN KASAN

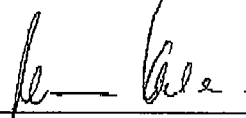
By: _____
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: _____
Name:
Title:

TINY SOFTWARE INC.

By: 
Name: Roman Kasan
Title: PRESIDENT CEO

ROMAN KASAN

By: 
Title:

None

Schedule 3.13(a)

Owned Intellectual Property

Intellectual Property Rights:

Trademarks:

- Tiny Software; Ser. No. 76218972, Reg. No. 2546921
- Tiny Personal Firewall; Ser.No. 76269770, Reg. No. 2845448

Domain Names:

- tinysoftware.com exp. 11/4/2008
- tinysoftware.de exp. 12/27/2007
- trojantrap.com exp. 08/15/2006

Schedule 3.13(c)(i)

Third Party Software Licenses

None

Schedule 3.13(c)(ii)

Third Party Software

Third Party Software embedded in Tiny Firewall:

1. zlib.lib
2. md5.cpp
3. MCL library from O'Reilly "Win32 Multithreaded Programming" book By Aaron Cohen, Mike Woodring 1st Edition December 1997
4. Compuware DriverWorks framework

Third Party Software distributed along with Host Security Management Server:

1. Common Logging by Apache
2. File Uploads by Apache
3. Freemaker by The Visigoth Software Society
4. Open Ldap by The OpenLDAP Foundation, Redwood City, California, USA
5. Wrapper by Tanuki
6. Xalan by Apache
7. Xerces by Apache

Schedule 3.13(d)

Third Party IP Licenses