

01-30-2001

FORM PTO-1595  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101598472

Attorney Dkt.

To the Director of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying parties:  
Touch Technologies, Inc. *1.12.01*  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):  
Name: Computer Associates International, Inc.  
Internal Address: One Computer Associates Plaza  
Islandia, New York 11749  
Street Address: One Computer Associates Plaza  
City/Country: Islandia, New York 11749, U.S.A  
Additional name(s) & address(es) attached?  
 Yes  No


3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: October 26, 2000

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is:  
A. Patent Application No.(s) S.N. \_\_\_\_\_  
filed \_\_\_\_\_  
B. Patent No.(s) 5,226,141  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Gerard M. Wissing  
Internal Address: One Computer Associates Plaza  
Islandia, New York 11749  
Street Address:  
One Computer Associates Plaza  
City: Islandia State: New York ZIP: 11749

6. Total number of applications and patents involved: \_\_\_\_\_  
7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Authorized to be charged to Deposit Account  
8. Deposit account number:  
03-2636

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.*  
Gerard M. Wissing  January 8, 2001  
Name of Person Signing Signature Date  
Total Number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)  
**Do not detach this portion**  
Mail documents to be recorded with required cover sheet information to:  
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the office of Management and Budget, Paperwork Reduction Project. (0651-0011). Washington, D.C. 20503

01/29/2001 GT011 0000227 032636 5226141  
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PATENT  
REEL: 011457 FRAME: 0549

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered into as of as of October 26, 2000 by and between Touch Technologies, Inc. a California corporation having its principal place of business at 9988 Hibert Street, Suite 310, San Diego, CA 92131 ("Seller"), and COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware corporation having its principal place of business at One Computer Associates Plaza, Islandia, New York ("CA"; and together with Seller, the "Parties" and individually, the "Party").

### RECITALS

WHEREAS, Seller and CA are parties to a certain Software Acquisition Agreement dated as of October 26 2000 (the "Purchase Agreement") relating to the purchase of certain assets (the "Products" as described in the Purchase Agreement ); and

WHEREAS in furtherance of the purpose of the Agreement, Seller and CA desire that the patents specified in Exhibit 1 be assigned by Seller to CA in accordance with the terms and conditions of this Agreement; and

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 PRODUCTS SOFTWARE

2.1 **ASSIGNMENT OF PATENT RIGHTS.** Seller hereby grants, transfers, assigns, conveys and relinquishes exclusively to CA, its successors and assigns, the entire title, right, interest, ownership and all subsidiary rights in to the patent registrations and applications for registration listed on Exhibit 1 attached hereto (the "Patents") together with the following:

- (a) the right to sue and recover for any past infringements of such Patents;
- (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 of America or any other country;
- (c) the right to determine in CA's sole discretion, whether or not any registrations or applications for registration of the Patents shall be preserved and maintained or registered; and
- (d) Seller hereby confirms to CA that it owns the entire right, title and interest in and to the Patents as set forth in the Purchase Agreement.

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 Patents as reasonably requested by CA;

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

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

3. DELIVERY.

Seller shall deliver to CA all files and records regarding the Patents, including all patent registrations and applications for registration, at the Closing of the Purchase Agreement or as soon thereafter as practicable.

4. REPRESENTATIONS AND WARRANTIES

SELLER MAKES THE REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PATENTS 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 and other Ancillary Agreements, 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.

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

TOUCH TECHNOLOGIES INC.

By:   
Name: Debra Robinson-Varney  
Title: CEO

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By:   
Name: Tommy Bennett  
Title: Senior Vice President

Exhibit 1  
to  
Patent Assignment Agreement

Patents

US5226141: Variable capacity cache memory

Abstract: A variable length cache system keeps track of the amount of available space on an output device. The capacity of the cache system is continuously increased so long as it is less than the available output space on the output unit. Once the size of the cache system exceeds the available output space on the output unit, which is less than the total space available on the output unit by a predetermined amount, the contents of the cache memory are flushed or written to the output device and the size of the cache memory is reduced to zero.