

08-03-2001



Attorney Dkt. 0655/64085

To the Honorable Commissioner of Patents and Trademarks

101799285

Documents or copy thereof.

1. Name of conveying parties:

Memco Software, Ltd.

7-23-1

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Stock Exchange AgreementExecution Date: August 13, 1998

2. Name and address of receiving party(ies):

Name: Platinum Technology, Inc.

Internal Address: _____

Street Address: One Computer Associates PlazaCity/Country: Islandia, NY 11749

Additional name(s) & address(es) attached?

☐ Yes ☒ No

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. 09/389,357filed September 3, 1999

B. Patent No.(s)

5,958,015

Additional numbers attached?

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard F. Jaworski

Internal Address: _____

Street Address: Cooper & Dunham LLP1185 Avenue of the AmericasCity: New York State: N.Y. ZIP 100366. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41): \$ 80☐ Enclosed☒ Authorized to be charged to Deposit Account

8. Deposit account number:

03-3125

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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.*Richard F. Jaworski, Reg. No. 33,515

Name of Person Signing

Signature

19 July 2001

Date

Total Number of pages including cover sheet: 5

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

AGREEMENT

Between

PLATINUM *technology*, inc.

and

MEMCO Software Ltd.

Dated as of: August 13, 1998

AGREEMENT (the "Agreement") dated as of the ____ day of August, 1998 by and between **PLATINUM technology, inc.**, a public company organized under the laws of Delaware (the "Buyer"), and **MEMCO Software, Ltd.**, a corporation organized under the laws of the State of Israel (the "Company").

WHEREAS, Buyer is a public company duly organized and existing under the laws of the United States, and has an authorized capital stock of 180,000,000 shares of Common Stock, \$.001 par value, (the "Buyer Stock") of which 85,757,918 shares were issued and outstanding as of August 10, 1998 (excluding any shares issued or issuable on or after such date upon exercise of options outstanding on such date) and 10,000,000 shares of Class II Preferred Stock, \$.01 par value, 1,000,000 shares of which (subject to adjustment upward or downward by the Buyer's Board of Directors) have been designated Series A Junior Participating Preferred Stock and 1,775,000 of which (subject to adjustment upward or downward in accordance with the Buyer's Certificate of Incorporation, as amended) have been designated as Class II Series B Preferred Stock;

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Israel, and has an authorized capital stock of 30,000,000 Ordinary Shares, NIS 0.01 par value, of which 17,462,324 shares were issued and outstanding as of August 10, 1998 (the Ordinary Shares are hereinafter referred to as the "Company Stock");

WHEREAS, the Board of Directors of the Company deems it desirable and in the best interests of the Company and its shareholders that the Company and its shareholders enter into an arrangement pursuant to Section 233 ("Section 233") of the Companies Ordinance (New Version) 5743-1983, whereby, *inter alia*, all the issued and outstanding shares of the Company Stock not already owned by Buyer shall be deemed transferred to Buyer in exchange for newly issued shares of the Buyer Stock (the "Arrangement");

WHEREAS, the Board of Directors of the Company deems it desirable and in the best interests of the Company and its shareholders, as part of the Arrangement, that the Company and Buyer enter into this Agreement, pursuant to which all the issued and outstanding shares of the Company Stock not already owned by Buyer shall be deemed transferred to Buyer in exchange for newly issued shares of the Buyer Stock and options to purchase the Buyer Stock, on the terms and conditions hereinafter set forth;

WHEREAS, the Board of Directors of Buyer deems it desirable and in the best interests of Buyer and its shareholders that Buyer and the Company enter into this Agreement, pursuant to which all the issued and outstanding shares of the Company Stock not already owned by Buyer shall be deemed transferred to Buyer in exchange for newly issued shares of the Buyer Stock and options to purchase the Buyer Stock, on the terms and conditions hereinafter set forth; and

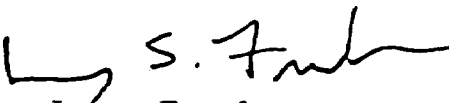
WHEREAS, concurrently with the execution of this Agreement, Israel Mazin, Eliahu Mashiah, Izaak Mashiah, Ori Mazin, Jules Marilus, Esriel Sternbuch and Ophir Holdings, Ltd shall have executed an agreement to vote all shares of the Company Stock "beneficially owned" (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), by each of them in favor of the transactions contemplated by this

Agreement.


NOW, THEREFORE, the parties hereto, in consideration of the premises and of the mutual covenants and agreements contained herein, hereby agree as follows:

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

BUYER:

By 
Name: Larry Freedman
Title: General Counsel

COMPANY:

By 
Name: Israel Mazin
Title: Chairman CEO

By
Name:
Title: