

05-24-2005

Docket No. 0655/72793

FORM PTO-1595 (Substitute) RE

U.S. DEPARTMENT OF COMMERCE

(Rev. 8-96) 5/16/05

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks or copy thereof.

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11/130977

1. Name of conveying party(ies):

Brian J. MARSHALL  
Mark D. HENDERSON

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

Name: Computer Associates Think, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: One Computer Associates Plaza  
City/State/Zip: Islandia, New York 11749

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Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of Conveyance:

Assignment  Merger  
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 Other

Execution Date(s): May 11, 2005 and May 12, 2005

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4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is (are): May 11, 2005 and May 12, 2005

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

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 LLP  
1185 Avenue of the Americas  
City/State/Zip: New York, New York 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): .....\$ 40.00  
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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]*  
Signature

May 16, 2005  
Date

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Total Number of pages including cover sheet, attachments and document: 4

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## ASSIGNMENT

*In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned,*

*Brian J. MARSHALL, now residing at 6800 Gordon Valley Road, Napa, California 94558, USA; and*

*Mark D. HENDERSON, now residing at 227 Green Heath Place, Thousand Oaks, California 91361, USA.*

*Hereby sell, assign and transfer to COMPUTER ASSOCIATES THINK, INC., a corporation of Delaware, having a place of business at One Computer Associates Plaza Islandia, New York 11749, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed, in the application for United States Patent, which was executed by the undersigned concurrently herewith and is entitled*

### **METHOD AND APPARATUS FOR DATABASE UNLOADING (filed herewith)**

*and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;*

*Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;*

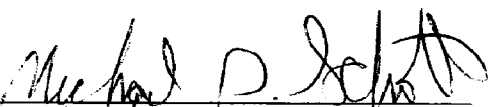
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**COVENANT** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

 [L.S.]  
Brian J. MARSHALL

Date: 5/11/05

Witness:   
Michael D. Schott

Mark D. Henderson [L.S.]  
Mark D. HENDERSON

Date: 5-12-5

Witness: Kim Henderson  
Kim Henderson