

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David Isaiah Seidman</td> <td>02/20/2008</td> </tr> <tr> <td>Mark Jacob Addleman</td> <td>03/14/2008</td> </tr> </tbody> </table>		Name	Execution Date	David Isaiah Seidman	02/20/2008	Mark Jacob Addleman	03/14/2008
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David Isaiah Seidman	02/20/2008						
Mark Jacob Addleman	03/14/2008						
RECEIVING PARTY DATA							
Name:	Computer Associates Think, Inc.						
Street Address:	One CA Plaza						
City:	Islandia						
State/Country:	NEW YORK						
Postal Code:	11749						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12049840</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12049840		
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Application Number:	12049840						
CORRESPONDENCE DATA							
Fax Number:	(415)369-9665						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
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Correspondent Name:	Brian I. Marcus, Esq.						
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ATTORNEY DOCKET NUMBER:	WILY-01066US0						
NAME OF SUBMITTER:	Ronald M. Pomeranke						
Total Attachments: 3 source=1066-execassgnmnt#page1.tif source=1066-execassgnmnt#page2.tif source=1066-execassgnmnt#page3.tif							

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) David Isaiah Seidman, a resident of 100 Village Circle Way, Apt. 332, Durham, North Carolina, 27713;
and

(2) Mark Jacob Addleman, a resident of 713 San Bruno, San Francisco, California, 94107,

have invented certain new and useful improvements in:

CAPACITY PLANNING BASED ON RESOURCE UTILIZATION
AS A FUNCTION OF WORKLOAD

and have executed a declaration for an application for a United States Patent disclosing and identifying the invention, the declaration being executed on 02/20/2008; 03/14/2008.

WHEREAS Computer Associates Think, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at One CA Plaza, Islandia, State of New York, 11749, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal

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proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:

(1) David Isaiah Seidman
David Isaiah Seidman
February 20, 2008

State of _____)
County of _____)


On _____ before me, _____
(name and title of officer)

personally appeared David Isaiah Seidman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:

(2) 

Mark Jacob Addleman

March 14, 2008

State of CALIFORNIA)

County of SAN FRANCISCO)

On _____ before me, _____
(name and title of officer)

personally appeared Mark Jacob Addleman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____