

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NetQos, Inc.	04/01/2010

RECEIVING PARTY DATA

Name:	Computer Associates Think, Inc.
Street Address:	One Computer Associates Plaza
City:	Islandia
State/Country:	NEW YORK
Postal Code:	11749

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	10962331
Application Number:	11110973
Application Number:	11057664
Application Number:	12142291
Application Number:	11697963
Application Number:	12059076
Application Number:	12425510
Application Number:	12426632
Application Number:	12639854

CORRESPONDENCE DATA

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REEL: 024546 FRAME: 0286

CH \$360.00 10962331

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ATTORNEY DOCKET NUMBER:	063170.0111
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NAME OF SUBMITTER:	Crystle Garbade
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<p>Total Attachments: 5 source=Assignment-NetQ-CA#page1.tif source=Assignment-NetQ-CA#page2.tif source=Assignment-NetQ-CA#page3.tif source=Assignment-NetQ-CA#page4.tif source=Assignment-NetQ-CA#page5.tif</p>
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment, dated as of April 1, 2010 (the "Effective Date"), is entered into by and between NetQos, Inc., a Texas corporation (the "**Assignor**") and Computer Associates Think, Inc., a Delaware corporation (the "**Assignee**");

WHEREAS **Assignor** owns certain rights, title and interest in and to various items of intellectual property; and,

WHEREAS, **Assignee** is desirous of acquiring such rights from **Assignor**.

### DEFINITIONS

"Assigned Intellectual Property" means any and all Intellectual Property owned, acquired or created by **Assignor**, now or in the future, including, but not limited to that Intellectual Property set forth in Schedule A;

"Copyrights" means all copyrights (registered or otherwise) and registrations and applications for registration thereof, and all rights therein provided by multinational treaties or conventions, in software, writings, designs, plans, websites, mask works, works of expression or other

"Intellectual Property" means all intellectual and industrial property, including without limitation: (a) inventions, whether or not patentable, whether or not patented, 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, methodologies, 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 any 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;

"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;

"Software" means any and all computer programs and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, subroutines, algorithms, program

architecture, design concepts, system design, program structure, sequence and organization, screen displays and report layouts, and all other material related to such software; and


"Trademarks" means all trademarks, service marks, trade dress, logos, distinguishing guises and indicia, trade names, corporate names, business names, uniform resource locators, Internet addresses, worldwide web sites, domain names, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including, but not limited to, all marks registered in the United States Patent and Trademark Office, the Trademark Offices of the States and Territories of the United States of America, and the Trademark Offices of other nations throughout the world; and all rights therein provided by multinational treaties or conventions, including all goodwill associated with each of the above.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency, receipt and adequacy of which is hereby acknowledged, the **Assignor** hereby agrees to assign and hereby sells, assigns, transfers, and sets over, unto the **Assignee**, its successors, legal representatives, and assigns the entire right, title, and interest in and to the Assigned Intellectual Property, including any rights, benefits and standing under any license agreements, and including the right to sue for prior infringements, misappropriations or other unauthorized use, and the right to recover and retain damages, including provisional or other royalties, the same to be held and enjoyed by the **Assignee**, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the **Assignor** had this assignment not been made;

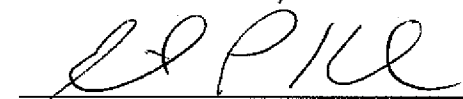
**Assignor** further covenants and agrees to assist **Assignee**, its successors, legal representatives, and assigns to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to perfect and record the assignment contemplated herein and to assist **Assignee** with the procurement, maintenance, enforcement and defense of the Assigned Intellectual Property without charge to the **Assignee**, its successors, legal representatives, and assigns, but at the cost and expense of the **Assignee**, its successors, legal representatives, and assigns; and

**Assignee** and **Assignor** agree that **Assignor**, and related entities, shall retain a one year, non-renewable, non-exclusive license to the Assigned Intellectual Property solely for the purpose of granting licenses to the NetQos software.

**NetQos Inc.**

By:   
Its: JAY H. DIAMOND  
VP & Secretary  
Date: 4/1/2010

**Computer Associates Think, Inc.**

By:   
Its: Steven P. Klocinski  
Secretary  
Date: 4/1/2010

**SCHEDULE A****Patents**

Country	Title	Patent #	Application/Serial #	Date Issued or Filed
Canada	Statistical Method and System for Network Anomaly Detection		Tbd	11/2009
China	Statistical Method and System for Network Anomaly Detection		200880015035.5	11/06/2009
Europe	Statistical Method and System for Network Anomaly Detection		EPO80733022	10/30/2009
Europe	Method and System for Dynamic, Three-Dimensional Network Performance Representation and Analysis		EP2008745359	11/09/2009
Japan	Statistical Method and System for Network Anomaly Detection		Tbd	11/2009
Japan	Method and System for Dynamic, Three-Dimensional Network Performance Representation and Analysis		Tbd	11/2009
PCT	Method and System for Visualizing Network Performance Characteristics		PCT/US06/014659	04/19/2006
PCT	A Statistical Approach to Network Anomaly Detection		60/909,307	03/30/2007
PCT	Method and System for Dynamic, Three-Dimensional Network Performance Representation and Analysis		PCT/US08/59729	04/09/2008
PCT	Statistical Method and System for Network Anomaly Detection		PCT/US08/58866	03/31/2008
Singapore	Statistical Method and System for Network Anomaly Detection		200906541-8	Accorded filing date 03/31/2008
United States	Dynamic Tracking and Investigation in Network Monitors		60/563,535	04/19/2004
United States	Method and System for Visualizing Network Performance Characteristics		11/849,086	08/31/2007
United States	Method and System for Visualizing Network Performance Characteristics		12/033,816	02/19/2008
United States	Method, System and Storage Device for an Embedded Command Driven Interface Within a Graphical User Interface		61/045,853	04/17/2008
United States	Dynamic Incident Tracking and Investigation in Service Monitors		10/962,331	10/08/2004
United States	Method and Systems for Visualizing Network Performance Characteristics		11/110,973	04/20/2005
United States	Permanent Pool Memory Management Method and System	7,404,061	11/057,664	07/22/2008

Country	Title	Patent #	Application/Serial #	Date Issued or Filed
United States	Permanent Pool Memory Management Method and System		12/142,291	06/19/2008
United States	Method and System for Dynamic, Three-Dimensional Network Performance Representation and Analysis		11/697,963	04/09/2007
United States	Statistical Method and System for Network Anomaly Detection		12/059,076	03/31/2008
United States	Method, Systems and Storage Device for an Embedded Command Driven Interface within a Graphical User Interface		12/425,510	04/17/2009
United States	Systems, Method and Computer Readable Medium for Measuring Network Latency From Flow Records		12/426,632	04/20/2009
United States	METHOD AND SYSTEM for Transforming an Integrated Web page		12/639,854	12/16/2009