#### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Jyoti K Bansal	05/31/2007

#### **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

Property Type	Number
Application Number:	13232735

#### **CORRESPONDENCE DATA**

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via US Mail.

Correspondent Name: David E. Cromer

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ATTORNEY DOCKET NUMBER: WILY-01043US1

NAME OF SUBMITTER: David E. Cromer

Total Attachments: 2

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**1** \$40.00

PATENT REEL: 026905 FRAME: 0801

### SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Jyoti K. Bansal, a resident of 2291 Stockton St., #310, San Francisco, California, 94133, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

# PROGRAMMATIC ROOT CAUSE ANALYSIS FOR APPLICATION PERFORMANCE MANAGEMENT

and has executed a declaration for an application for a United States Patent disclosing and identifying the invention, the declaration being executed on  $\frac{0.5|31|2007}{0.5|31|2007}$ .

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 by said Inventor (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 said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto 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 and 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.

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- 2. Said Inventor hereby covenants and agrees 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 Inventor 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 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 Inventor 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 Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

State of

County of

On May 21, 2081 before me, Mila M. Kelley, Notack Public (name and title of officer)

personally appeared person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her-signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JAMILA M. KELLEY Commission # 1490234 Notary Public - California San Mateo County My Comm. Expires May 18, 2008

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