

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4230659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHOZAB H. NAQVI	01/20/2016
SCOTT W. FRASER	10/29/2016
SHEN-KAI SU	10/28/2016
BRYAN PERINO	01/20/2016
TONY TSAI	01/20/2016
PAUL D. PETERSON	01/19/2016
RAHBAR A. FAROOQI	01/26/1998
RECEIVING PARTY DATA	
Name:	CA, INC.
Street Address:	ONE CA PLAZA
City:	ISLANDIA
State/Country:	NEW YORK
Postal Code:	11749
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14996042
CORRESPONDENCE DATA	
Fax Number:	(972)226-4837
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(214) 823-1241
Email:	dellagonzales@patcapgroup.com
Correspondent Name:	J. KYLE KOMENDA
Address Line 1:	2816 LAGO VISTA LANE
Address Line 2:	PATENT CAPITAL GROUP
Address Line 4:	ROCKWALL, TEXAS 75032
ATTORNEY DOCKET NUMBER:	26678-0121 (US20150150US1)
NAME OF SUBMITTER:	J. KYLE KOMENDA
SIGNATURE:	/J. Kyle Komenda/
DATE SIGNED:	01/18/2017

PATENT

Total Attachments: 12

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ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned inventor(s):

**Shozab H. Naqvi, Scott W. Fraser, Shen-Kai Su, Bryan Perino,
Tony Tsai, Paul D. Peterson, Rahbar A. Farooqi**

hereby sell, assign, and transfer to:

CA, Inc.

a corporation of Delaware, having a principal place of business at One CA Plaza, Islandia, NY 11749 USA ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all other countries, in and to any and all inventions and improvements that are disclosed in the application for the patent entitled:

DYNAMIC RELEASE BASELINES IN A CONTINUOUS DELIVERY ENVIRONMENT

(I hereby authorize and request any attorney having appropriate authority from the assignee to insert on the designated lines below, the filing date and application number of said application when known.)

which was filed on January 14, 2016 as

United States Application Number 14/996,042 and
COUNTRY or International Office

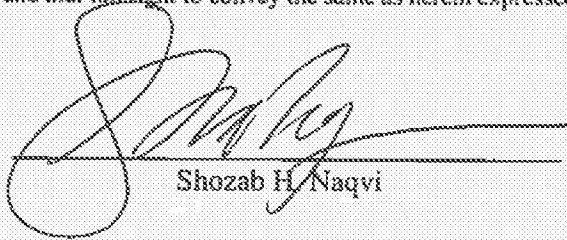
which has been executed by the undersigned prior hereto or concurrently herewith on the date(s) indicated below,

and in and to said application and all Additional Applications, and all other patent applications that have been or shall be filed in the United States and all other countries and international filing offices on any of said inventions and improvements; and in and to all original and reissued patents that have been or shall be issued in the United States and all other countries and international filing offices on said inventions and improvements; and in and to all rights of priority resulting from the filing of said applications; as used herein "Additional Applications" includes but is not limited to provisional, non-provisional, design, utility, utility model, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and national phase applications on said inventions and improvements;

and agree that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all Additional Applications, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and

maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

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.



Shozab H. Naqvi

1/20/16
Date signed

Scott W. Fraser

Date signed

Shen-Kai Su

Date signed

Bryan Perino

Date signed

Tony Tsai

Date signed

Paul D. Peterson

Date signed

Rahbar A. Farooqi

Date signed

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_____ Shen-Kai Su	_____ Date signed
_____ Bryan Perino	_____ Date signed
_____ Tony Tsai	_____ Date signed
_____ Paul D. Peterson	_____ Date signed
_____ Rahbar A. Farooqi	_____ Date signed

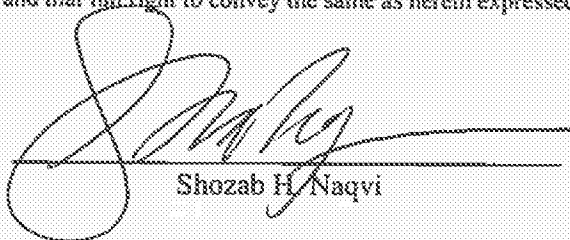
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 Shen-Kai Su	<i>10/28/2016</i> Date signed
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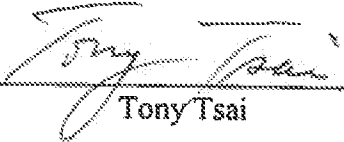
Date signed

Rahbar A. Farooqi

Date signed

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_____ Bryan Perino	_____ Date signed
 _____ Tony Tsai	<u>1/20/16</u> _____ Date signed
_____ Paul D. Peterson	_____ Date signed
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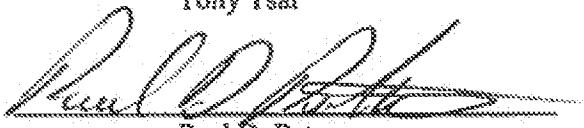
Date signed

Bryan Perino

Date signed

Tony Tsai

Date signed



Paul D. Peterson

Jan 19 / 2016

Date signed

Rahbar A. Farooqi

Date signed

COMPUTER ASSOCIATES INTERNATIONAL, INC.

EMPLOYMENT AND CONFIDENTIALITY AGREEMENT

In consideration of employment by Computer Associates International, Inc. (the "Company") of the undersigned employee ("Employee"), it is understood and agreed as follows:

1. Employee Work Standards. Employee will (a) serve the Company (and such of its subsidiary or parent companies as the Company may designate) faithfully, diligently and to the best of Employee's ability under the direction of the officers of the Company, (b) in the course of employment, devote his or her best efforts and substantially his or her entire time, attention and energy to the performance of his or her duties to the Company and (c) not do anything inconsistent with Employee's duties to the Company.

2. Laws; Other Agreements. Employee represents that Employee's employment by the Company will not violate any law or duty by which he or she is bound, and will not conflict with or violate any agreement or instrument to which Employee is a party or by which he or she is bound.

3. Confidential Information of Others. Employee agrees that in the course of employment with the Company he or she will not bring to the Company's offices nor use, disclose to the Company, or induce the Company to use, any confidential information or documents belonging to others.

4. Confidential Information of the Company. As used in this Agreement, the term "Confidential Information" means any and all confidential, proprietary or secret information, including that conceived or developed by Employee, applicable to or in any way related to (i) the present or future business of the Company, (ii) the research and development of the Company, or (iii) the business of any client or vendor of the Company. Such Confidential Information of the Company includes, by way of example and without limitation, trade secrets, processes, formulas, data, program documentation, algorithms, source codes, object codes, know-how, improvements, inventions, techniques, all plans or strategies for marketing, development and pricing, and all information concerning existing or potential clients or vendors. Confidential Information of the Company also includes all similar information disclosed to the Company by other persons.

5. Protection of the Company's Confidential Information. Employee acknowledges that the Confidential Information of the Company is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of his or her employment, and at all times after termination of such employment, not to disclose for any purpose and to keep in strict confidence and trust all of such Confidential Information. Employee agrees during and after the period of such employment not to use, directly or indirectly, any Confidential Information other than in the course of performing duties as an employee of the Company, nor will Employee directly or indirectly disclose any Confidential Information or anything relating to it to any person or entity except, with the Company's consent, as may be necessary to the performance of Employee's duties as an employee of the Company. Employee will abide by Company policies and rules established from time to time by it for the protection of its Confidential Information.

6. Return of Materials. Upon termination of employment with the Company, and regardless of the reason for such termination, Employee will leave with, or promptly return to, the Company all documents, records, notebooks, magnetic tapes, disks or other materials, including all copies, in his or her possession or control which contain Confidential Information of the Company or any other information concerning the Company, its products, services or clients, whether prepared by the Employee or others.

7. Inventions as Sole Property of the Company. Any inventions, discoveries, concepts or ideas, or expressions thereof, whether or not subject to patents, copyrights, trademarks or service mark protection, and whether or not reduced to practice, conceived or developed by Employee while employed with the Company or within one (1) year following termination of such employment which relate to or result from the actual or anticipated business, work, research or investigation of the Company or which are suggested by or result from any task assigned to or performed by Employee for the Company shall be the sole and exclusive property of the Company. (The provisions of this Paragraph 7 shall apply to California employees to the maximum extent permitted by Section 2870 of the California Labor Code, for whom a copy of same is attached hereto. With respect

to California employees, no assignment in this Agreement shall extend to inventions, the assignment of which is prohibited by Labor Code 2870.) Employee hereby assigns to the Company the entire right, title and interest to any such inventions, discoveries, concepts, ideas or expressions thereof and Employee agrees to perform, during and after employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing inventions, discoveries, concepts, ideas, or expressions thereof in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agents and attorneys-in-fact to act for and in Employee's behalf and instead of Employee, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Employee.

8. Outside Employment. Employee agrees that during the period of his or her employment, Employee will not, without the Company's prior written approval, directly or indirectly engage in any outside employment activity relating to any line of business in which the Company is engaged, or which would otherwise conflict with or adversely affect in any way Employee's performance of his or her employment obligation to the Company.

9. Covenant Not to Compete for One Year. To the extent permitted by applicable law, (a) Employee agrees that for a period of one year following termination of employment: (i) Employee will not, without the Company's prior written approval, engage in any business activities which are competitive with the business activities of the Company or those of its subsidiary or parent companies.

(ii) Employee will not solicit, call on, or induce others to solicit or call on, directly or indirectly, any clients or prospective clients of the Company for the purpose of inducing them to license or lease a product or service which may compete with any product or service of the Company, unless such client or prospective client is located in a geographic area with which Employee was not involved on the Company's behalf.

(b) If Employee at or prior to termination has been a programmer, analyst, support technician, quality assurance technician, technical documentation writer and/or a manager in a research and development capacity, Employee's obligations under this Paragraph 9 shall be satisfied if Employee does not, for one year following termination, work on any program or product which may be competitive with any program or product of the Company with which Employee was involved in a research and development or support capacity during the term of his or her employment with the Company.

10. Identification of Subsequent Employment. Employee agrees that for a period of one year following termination of employment, Employee, upon request of the Company, will identify in writing within seven days of the request, the nature of Employee's actual or planned business activities, including the name and address of any intended or actual employer.

11. Non-Solicitation of the Company's Employees. Employee agrees that during his or her employment with the Company, and for a period of one year following termination of such employment, with or without cause, Employee will not, directly or indirectly, hire any current or future employee of the Company, or solicit or induce, or attempt to solicit or induce, any current or future employee of the Company to leave the Company for any reason.

12. Injunction. Employee acknowledges that by virtue of his or her employment with the Company he or she has had or will have access to trade secrets and Confidential Information of the Company, the disclosure of which will irreparably harm the Company. Employee further acknowledges that irreparable harm will be suffered by the Company in the event of the breach by Employee of any of his or her obligations under this Agreement, and that the Company will be entitled, in addition to its other rights, to enforce such obligations by an injunction or decree of specific performance from a court having proper jurisdiction.

Any claims asserted by Employee against the Company shall not constitute a defense in any injunction action brought by the Company to obtain specific enforcement of this Agreement.

13. Authorization to Modify Restrictions. Employee acknowledges that the restrictions contained in this Agreement are reasonable, but agrees that if a court having proper jurisdiction holds a particular restriction unreasonable, that restriction shall be modified to the extent necessary in the opinion of such court to make it reasonable, and that the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

14. List of Prior Inventions. All inventions which Employee has made prior to employment by the Company are excluded from the scope of this Agreement. As a matter of record, Employee has set forth on Exhibit A hereto a complete list of inventions, discoveries, or improvements which might relate to the Company's business and which have been made by Employee prior to employment with the Company. Employee represents that such list is complete.

15. No Duration of Employment. The Company and Employee each acknowledge and agree that Employee's employment with the Company is not for any duration and that such employment may be terminated by either the Company or Employee at any time and for any reason, with or without cause.

16. General.

(a) If the Company is successful in a suit or proceeding to enforce this Agreement, Employee will pay the Company's costs of bringing such suit or proceeding, including attorney's fees.

(b) Any notice required or permitted to be given under this Agreement shall be made either
(i) by personal delivery to Employee or, in the case of the Company, to the Company's principal office ("Principal Office") located at One Computer Associates Plaza, Islandia, New York 11788-7000, Attention: Manager of Personnel, or

(ii) in writing and sent by registered mail, postage prepaid, to Employee's residence or, in the case of the Company, to the Company's Principal Office.

(c) This Agreement shall be binding upon Employee and his or her heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its successors and assigns and any subsidiary or parent of the Company.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action relating to this Agreement or Employee's employment by the Company shall be brought exclusively in the state or federal courts of the State of New York.

(e) This Agreement represents the entire agreement between Employee and the Company and supersedes any and all previous oral or written communications, representations or agreements. This Agreement may be modified only by a duly authorized and executed writing.

EMPLOYEE

Rahbar Farooqi
Signature

RAHBAR FAROOBI
Typed or Printed Name

01/26/98
Date

COMPUTER ASSOCIATES INTERNATIONAL, INC.

Deborah J. Coughlin
Signature

Sr. Vice President
Title

1/29/98
Date

CAUTION TO EMPLOYEE: This Agreement affects important rights. DO NOT sign it unless you have read it carefully and are satisfied that you understand it completely.

PATENT
REEL: 041007 FRAME: 0322

EXHIBIT B

Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
- (2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.