

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7011525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CA, INC.	10/29/2021
RECEIVING PARTY DATA	
Name:	PERFORCE SOFTWARE, INC.
Street Address:	400 FIRST AVENUE NORTH
Internal Address:	SUITE 400
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55401
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10250483
Patent Number:	10237161
Patent Number:	10277475
Patent Number:	9559915
Patent Number:	10521612
CORRESPONDENCE DATA	
Fax Number:	(612)492-7077
<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:	6124927000
Email:	IP@fredlaw.com
Correspondent Name:	RYAN M. SPANHEIMER
Address Line 1:	200 SOUTH SIXTH STREET
Address Line 2:	SUITE 4000
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	75389 - ACQUISITION
NAME OF SUBMITTER:	RYAN M. SPANHEIMER
SIGNATURE:	/Ryan M. Spanheimer/
DATE SIGNED:	11/08/2021

Total Attachments: 6

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Intellectual Property Assignment

This Intellectual Property Assignment (“**IP Assignment**”) dated as of October 29, 2021, is entered into between CA, Inc., a Delaware corporation (“**Assignor**”), and Perforce Software, Inc., a Delaware corporation (“**Assignee**”), as purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of September 24, 2021 (the “**Purchase Agreement**”).

Whereas, pursuant to the Purchase Agreement, Assignor has transferred to Assignee certain Intellectual Property Rights under that certain Assignment and Assumption Agreement and Bill of Sale, dated as of October 29, 2021 between Assignor and Assignee (the “**Assignment and Assumption Agreement**”); and

Whereas Assignor and Assignee are entering into this IP Assignment to record with the United States Patent and Trademark Office in order to provide notice of the assignment of Intellectual Property Rights that has taken place under the Assignment and Assumption Agreement.

Now, therefore, the parties agree as follows.

1. Assignment. For good and valuable consideration, including the consideration paid in connection with the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby acknowledges that all of Assignor’s right, title, and interest in and to the following Marks and Patents included in Transferred Intellectual Property has been sold, assigned, transferred, and conveyed to Assignee under the Assignment and Assumption Agreement:

- a. the Marks set forth on Schedule 1;
- b. the Patents set forth on Schedule 2;
- c. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including the right to sue for any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all infringement of the foregoing; and
- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof.

2. Definitions. Defined terms used but not defined in this IP Assignment shall have the meanings given to them in the Purchase Agreement.

3. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a

further statement of the rights and obligations of the parties with respect to the Transferred Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Governing Law. This IP Assignment is for the benefit of the Assignor and Assignee, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, each of the Parties irrevocably and unconditionally (a) submits to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) (and, in the case of appeals, appropriate appellate courts therefrom), with respect to any dispute (whether in contract, tort or otherwise) between the Parties that arises out of this IP Assignment; (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (c) with respect to any dispute subject to subsection (a), agrees that it will not bring any proceeding or arbitration relating to this IP Assignment in any court other than the above-named courts; and (d) agrees that it will not seek to assert by way of motion, as a defense or otherwise, that any such proceeding subject to subsection (a) (i) is brought in an inconvenient forum, (ii) should be transferred or removed to any court other than one of the above-named courts, (iii) should be stayed by reason of the pendency of some other proceeding in any court other than one of the above-named courts, or (iv) that this IP Assignment or the subject matter hereof may not be enforced in or by the above-named courts. Each party hereto agrees that service of process upon such party in any such proceeding shall be effective if notice is given in accordance with Section 10.5 of the Purchase Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CA, INC.

DocuSigned by:

Thomas Krause Jr.

By: _____

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Name: Thomas Krause Jr.

Title: President

[Signature Page to Intellectual Property Assignment (Patent and Trademark)]

PATENT
REEL: 058044 FRAME: 0538

IN WITNESS WHEREOF, Purchaser has duly executed and delivered this IP Assignment as of the date first above written.

PERFORCE SOFTWARE, INC.

DocuSigned by:

Mark Ties

By: _____

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Name: Mark E. Ties

Title: Chief Executive Officer

**SCHEDULE 1
TRANSFERRED TRADEMARKS**

Trademark	Country	Class	Application #	Registration #	Date Filed	Registration Date	Status
BLAZEMETER	United States of America	42 Int.	85428609	4273070	21-Sep-11	8-Jan-13	Registered
RUNSCOPE	United States of America	42 Int.	86441858	4759918	31-Oct-14	23-Jun-15	Registered

**SCHEDULE 2
TRANSFERRED PATENTS**

Patent Application Title	Inventor(s)	Country	Filed Date	Application Number	Grant Date	Patent No.
SYSTEM AND METHOD THEREOF FOR DYNAMICALLY TESTING NETWORKED TARGET SYSTEMS THROUGH SIMULATION BY A MOBILE DEVICE	ALON GIRMONSKY ALEX HAIUT	United States of America	2015-06-24	14/748415	2019-04-02	10,250,483
SYSTEM AND METHOD FOR DYNAMICALLY TESTING NETWORKED TARGET SYSTEMS	ALON GIRMONSKY	United States of America	2014-12-08	14/563603	2019-03-19	10,237,161
SYSTEM AND METHOD FOR DYNAMICALLY TESTING NETWORKED TARGET SYSTEMS	ALON GIRMONSKY	United States of America	2016-08-03	15/227560	2019-04-30	10,277,475
SYSTEM AND METHOD FOR DYNAMICALLY TESTING NETWORKED TARGET SYSTEMS	ALON GIRMONSKY	United States of America	2014-07-29	14/445922	2017-01-31	9559915
HYBRID ON-PREMISES/ SOFTWARE-AS-SERVICE APPLICATIONS	DAN ARAD ALEX HAIUT VITALI BYKHOVSKY DOR ATIAS GUY ARYE	United States of America	2017-06-21	15/629226	2019-12-31	10,521,612