

04-13-2000

TRADEMARKS ONLY

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To the Honorab
Please record th



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1. Name of conveying party(ies)

Yglesias Wallock Divekar Incorporated

Entity:

- Individual(s)
- General Partnership
- Corporation State California
- Other-

Association

Limited Partnership

3-13-00

2. Name and Address of receiving Party(ies)

Name: Computer Associates International, Inc..

Internal Address: Legal Department

Street Address: One Computer Associates Plaza

City: Islandia State: NY Zip: 11749

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Delaware
- Other

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other-Stock Purchase Agreement
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

Execution Date: October 20, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,030,120

2,030,121

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Computer Associates International, Inc.
Internal Address: Christine V. Dottino

Street Address: One Computer Associates Plaza

City: Islandia State :NY Zip: 11749

6. Total number of applications and registrations involved: 2.....

7. Total fee (37 CFR 2.4.1).....\$ 65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-2636

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine V. Dottino

Name of Person Signing

Signature

Date: March 8, 2000

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

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01 FC:481 40.00 CH
02 482 25.00 CH

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is made and entered into in Islandia, New York as of this 20th day of October 1998 (the "Effective Date") among, on the one hand, Oscar Rene Yglesias, Steven Wallock, and Sandeep M. Divekar (referred to collectively hereafter as the "Inside Shareholders" or "Sellers") and, on the other hand, Computer Associates International, Inc., a Delaware corporation having its principal place of business at One Computer Associates Plaza, Islandia, New York 11788-7000 ("CA").

RECITALS

WHEREAS, Sellers own and desire to sell and transfer to CA, and CA desires to purchase from Sellers, [REDACTED] shares of common stock (the "Shares") of Yglesias, Wallock, Divekar, Inc., a corporation organized and operating under the laws of the State of California and doing business as 3Name3D (referred to herein as "3D"), having its principal place of business at 13348 Beach Avenue, Marina del Ray, California 90292; and

WHEREAS, such Shares represent all of the issued and outstanding shares of common stock of 3D owned by Sellers.

NOW, THEREFORE, in consideration of the respective representations and warranties hereinafter set forth and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

SALE AND PURCHASE OF STOCK

1.1 Purchase of Stock. Subject to the terms and conditions contained herein, at the Closing, Sellers hereby agree to sell, transfer, assign, convey and deliver to CA, and CA hereby agrees to purchase and accept from Sellers the Shares, free and clear of any liens, pledges, security interests, claims or encumbrances of any kind.

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1.2 Purchase Price. The aggregate purchase price for the Shares is [REDACTED] (the "Purchase Price"). The Purchase Price will be divided equally among the Sellers and shall be payable as set forth below in Section 1.3.

1.3 Payment of Purchase Price. At the Closing, CA shall pay, or cause to be paid, to Sellers, against the delivery of the share certificates for the Shares, the Purchase Price by wire transfer in US Dollars to the Sellers' respective accounts as follows:

(a) Sandeep Divekar

Bank: Bank of America
Sunset Wetherly Branch 0134
9021 Sunset Boulevard
West Hollywood, CA 90069
310-777-2760
Account Name: Sandeep Divekar/Julie Divekar
Account Type: Checking
Account Number: 01347-32167
Routing Number: 121000358

(b) Steven Wallock

Bank: City National Bank
Century City Office
1800 Century Park East
Los Angeles, CA 90067
310-888-6850
Account Name: Steven Wallock/Susan Stengel Wallock
Account Type: Checking
Account Number: 019-208699
Routing Number: 122016066

(c) Oscar Rene Yglesias

Bank: Washington Mutual Bank
1333 4th Street
Santa Monica, CA 90401
310-458-1468
Account Name: Oscar R. Yglesias
Account Type: Checking

1.4 Time and Place of Closing. The closing of the purchase and sale of the Shares pursuant to this Agreement (the "Closing") shall occur at or about 10:00 am (Eastern time) on October 28, 1998 at CA's offices at One Computer Associates Plaza, Islandia, New York 11788-7000, or at such other time or place or such other date as may be mutually agreed upon by Sellers and CA (the "Closing Date").

1.5 Delivery and Surrender of Shares. At the Closing, Sellers shall deliver to CA, free and clear of any lien or other encumbrance, Share Certificate(s) representing all [REDACTED] of the Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank in form satisfactory to CA.

ARTICLE II
SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers represent and warrant to CA as follows:

2.1 Good Standing of 3D. 3D is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all material governmental licenses, authorizations, consents and approvals to carry on its business as now conducted. Sellers have delivered to CA true and complete copies of the Certificate of Incorporation of 3D and the By-Laws of 3D as currently in effect. The authorized capital stock of 3D consists solely of [REDACTED] shares of Common Stock, no par value, of which [REDACTED] shares have been validly issued and are outstanding in accordance with all applicable laws and regulations. Schedule 2.1 hereto contains a complete list of: (i) all shareholders of 3D, including their respective holdings immediately prior to the Closing; (ii) any valid options, warrants and rights to acquire shares of stock in 3D; and (iii) any securities convertible into shares of stock of 3D.

2.2 Authority of Sellers. Sellers represent and warrant that Sellers have full, absolute and unrestricted right, power, legal capacity and authority to execute, deliver and perform this Agreement in accordance with its terms and to carry out the transactions contemplated herein. Sellers further represent and warrant that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby constitute valid, binding and enforceable obligations of Sellers in accordance with its terms.

2.3 Title to Shares. Sellers represent and warrant that Sellers are the record and beneficial owner of the Shares and each has good and marketable title to the Shares, free and clear of all security interests, mortgages, pledges, charges, encumbrances or liens of any kind or nature whatsoever. Sellers have not taken any action that would cause any of the Shares to be owned by any third person. There are no agreements or arrangements between Sellers and any third person which have any effect upon Sellers' title to and other rights respecting the Shares.

2.4 Compliance. 3D is not in violation of any laws, governmental orders, rules or regulations, whether federal, state or local, to which the Shares are subject. The execution and delivery of this Agreement and the transactions contemplated hereby will not:

(a) result in the creation of any encumbrance, security interest or other lien on the Shares;

(b) result in any violation or breach of, or constitute a default under, the Certificate or Articles of Incorporation or Bylaws of 3D, or any agreement, instrument, judgment, decree or obligation to which 3D is a party or by which 3D is bound;

(c) violate any existing order, writ, injunction or decree of any court, administrative agency or governmental body to which Sellers or 3D is a party or by which Sellers, 3D, or the Shares are bound or affected.

2.5 Litigation. To the best of Sellers' knowledge, there is no legal action, suit, proceeding, litigation, claim, administrative proceeding or governmental action currently pending or threatened that does or might affect Sellers' interest in the Shares or Sellers' ability to

convey to CA good, marketable and unencumbered title to the Shares. Except as set forth on Schedule 2.5, to the best of Sellers' knowledge there is no legal action, suit, proceeding, litigation, claim, administrative proceeding or governmental action currently pending or threatened against 3D, its operations, properties, business or prospects. 3D is not subject to any order, judgment or decree that would limit its ability to operate its business in the ordinary course or that would impair Sellers' ability to convey to CA good, marketable and unencumbered title to the Shares.

2.6 Financial Statements. Attached hereto as Exhibit A are the balance sheet of 3D as of June 30, 1998 and the income statement for the year through June 30, 1998 ("Financial Statements"), certified by the Chief Executive Officer and Chief Financial Officer of 3D. The Financial Statements have been prepared on a consistent basis in accordance with generally accepted accounting principles, consistently applied, and fairly present the financial position and results of operation of 3D for the periods covered thereby. 3D has no liabilities or claims, fixed or contingent, direct or indirect, required to be shown or provided for on such Financial Statements under generally accepted accounting principles, which are not fully shown or provided for on such Financial Statements and the Financial Statements contain and reflect appropriate reserves for all liabilities and for all reasonably anticipated losses and costs. Since the date of the Financial Statements, 3D has not:

- (a) incurred, assumed or acquired any obligation or liability (contingent or otherwise) except in the normal course of business consistent with past practices;
- (b) mortgaged, pledged or subjected to any lien, charge, security interest or encumbrance any of its assets or properties;
- (c) declared or paid any dividend to shareholders or made, agreed or committed to make any other similar distribution, including, without limitation, any repurchase or redemption of shares;
- (d) sold, assigned, transferred, conveyed, leased or otherwise disposed of or agreed to sell any 3D Products (as defined below), Intellectual Property Rights (as

defined below) or other material assets, except in the normal course of business consistent with past practice;

(e) canceled, released or waived any debt, claim or right, except for normal trade adjustments made in the ordinary course of business consistent with past practice;

(f) suffered any casualty losses or damages relating to its properties or assets or any other material loss with respect to the operation of its business, whether or not covered by insurance;

(g) except for non-exclusive software licenses to third parties on normal and reasonable terms and conditions granted in the normal course of business consistent with past practice, granted any rights with respect to the 3D Products or under the 3D Intellectual Property Rights;

(h) introduced any change to its method of accounting (for either financial or tax purposes) except as required by law or generally accepted accounting principles and disclosed on Schedule 2.6;

(i) purchased any stock or made any other equity investment in any other entity other than normal short term investments in the ordinary course of business consistent with past practices;

(j) suffered any material adverse change in, or material adverse development affecting its operations, results, earnings, liquidity, assets, liabilities, properties or condition (financial or otherwise); or

(k) otherwise conducted its business other than in the ordinary course of business consistent with past practice.

2.7 Material Agreements. Except as set forth in Schedule 2.7, 3D is not subject to any material agreement or obligation (the "Material Agreements") involving any of the following:

(a) any plan, contract or arrangement evidencing or relating in any way to: (i) indebtedness for borrowed money by way of direct loan, purchase money obligation, conditional sale, lease purchase agreement or otherwise; (ii) confession of judgment or agreed judgment; (iii) liens, encumbrances or security interests; or (iv) guaranties;

(b) any joint venture contract or arrangement or other agreement involving a sharing of profits or losses or any joint development or other technology development agreement relating to any of the material software programs, products code, trade secrets, processes, know-how, technical documentation, information and materials of 3D (the "3D Products") and any related inventions, patents, copyrights, trademarks, trade names or other Intellectual Property Rights (as defined below);

(c) any exclusive distribution contract, non-competition agreement or other contract containing provisions limiting the use or distribution of any of the 3D Products or the Intellectual Property Rights in any line of business, in connection with the marketing of any particular type of product, or in any geographic area;

(d) agreements pursuant to which any third party has or claims any right to distribute, market, sell, sublicense or lease the 3D Products or claims any right to participate, including by receipt of a royalty, in the proceeds of any distribution, sale, license or lease of the 3D Products. Except as set forth in Schedule 2.7, 3D has no royalty obligations for any portion of the 3D Products to any third party and Schedule 2.7 contains a true and correct description of all agreements or undertakings between 3D and any third party licensor under which 3D is the licensee for any portion of the 3D Products, including, without limitation, any agreement granting 3D any rights to use internally, modify, create derivative works and/or distribute any technology which is incorporated into any of the 3D Products.

True, correct and complete copies of any such Material Agreements described above in this Section shall have been supplied to CA prior to the Closing.

2.8 Intellectual Property. Schedule 2.8 sets forth a true and complete list of all 3D Products (as defined above), whether generally available or in the development stage together with all material inventions, patents, patent applications, licenses, trademarks, copyrights, trademark or copyright applications or registrations ("Intellectual Property Rights"), pending or existing, relating to the 3D Products and all such Intellectual Property Rights are owned by and/or registered in the name of 3D. The 3D Products and Intellectual Property Rights listed in

Schedule 2.8 hereto are all of such material intellectual property used by 3D in the present conduct of its business, none of which is being contested or infringed upon and none of which infringes the intellectual property rights of any third party; and to the best of Seller's knowledge there is no pending or threatened action, suit, proceeding, litigation or claim that any of the 3D Products or Intellectual Property Rights infringe any patent, copyright, trade secret or other intellectual property right of any third party the result of which would have a material adverse effect on the business or assets of 3D.

2.9 Future Commitments. Except as set forth in Schedule 2.9, 3D has not made any agreement or commitment to develop any software products or programs not currently released by 3D or that otherwise obligates 3D to make material enhancements or changes to the 3D Products except in the normal course of business consistent with past practice; excluding normal software maintenance obligations.

2.10 Other Agreements of Officers and Employees. To Sellers' best knowledge, no officer or employee of 3D is a party to or bound by any agreement, contract or commitment or subject to any restrictions, including, without limitation, any restrictions in connection with any previous employment of such person, which adversely affects, or in the future may adversely affect, the right of any such person to participate on an ongoing basis in the development, marketing or licensing of the 3D Products.

2.11 Employee Benefit Plans. Schedule 2.11 lists all the material agreements, commitments, plans, programs and arrangements involving providing for any of the following for any director, officer, employee or former employee of 3D (or their dependents and/or beneficiaries): (a) any severance or termination pay providing for severance pay of more than \$10,000 or continuation of salary, bonus or other compensation for more than thirty (30) days beyond the effective date of any termination of employment; (b) any additional compensation, severance benefits, or fringe benefits in the event of any merger, acquisition or change of control of a majority of the outstanding shares of 3D (in excess of normal salary, vacation pay,

SCHEDULE 2.8

INTELLECTUAL PROPERTY

Trademarks for 3Name3D & Cyberprops
Product: Cyberprops

8.12 No Agency. This Agreement shall not constitute either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Oscar Rold Yglesias

Computer Associates International, Inc.

By: 

Steven Wallock

Title: SVP

Sandeep Divekar