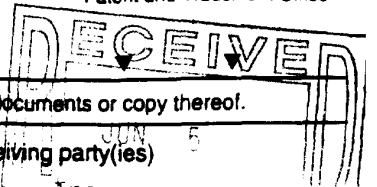


06-09-1998

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings



100730124

See attached original documents or copy thereof.

MA 6-5-98

To the Honorable Commissioner

1. Name of conveying party(ies):

Brio Technology, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Brio Technology, Inc.

Internal Address:

Street Address: 3460 West Bayshore Road

City: Palo Alto State: CA ZIP: 94303

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: April 9, 1998

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

A. Trademark Application No.(s)

See Attached List

B. Trademark Registration No.(s)

See Attached List

Additional numbers attached? Yes No

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

Name: Eliane Setton, Esq.

Internal Address: Gray Cary Ware &

Freidenrich LLP

Street Address: 400 Hamilton Avenue

City: Palo Alto State: CA ZIP: 94301

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$485 (includes Expedited Fee)

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

07-1907

(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.

Eliane Setton

Name of Person Signing

Signature

Signature

14

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1737 FRAME: 0496

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01 FC:411

02 FC:442

03 FC:444

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03 JUN 1998

TRADEMARKS

Merger of Brio Technology, Inc. (California)  
with and into  
Brio Technology, Inc. (Delaware)

Trademark Application Serial Nos.

Trademark Registration Nos.

75/111484  
75/162882  
75/193973  
75/193981  
75/202335  
75/202493  
75/202494  
75/202496  
75/256779  
75/297700

1692564  
1771143  
1825752  
1912267

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"BRIO TECHNOLOGY, INC.", A CALIFORNIA CORPORATION,  
WITH AND INTO "BRIO TECHNOLOGY, INC." UNDER THE NAME OF  
"BRIO TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING  
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED  
IN THIS OFFICE THE NINTH DAY OF APRIL, A.D. 1998, AT 4:30  
O'CLOCK P.M.



2852493 8100M

981207665

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 9110448

DATE: 05-29-98

TRADEMARK

REEL: 1737 FRAME: 0498

**AGREEMENT AND PLAN OF MERGER  
OF BRIO TECHNOLOGY, INC.  
A DELAWARE CORPORATION,  
and  
BRIO TECHNOLOGY, INC.  
A CALIFORNIA CORPORATION**

This Agreement and Plan of Merger dated as of April 9, 1998 (the "Agreement") is between Brio Technology, Inc., a California corporation ("Brio-California"), and Brio Technology, Inc., a Delaware corporation ("Brio-Delaware"). Brio-Delaware and Brio-California are sometimes referred to in this Agreement as the "Constituent Corporations."

**RECITALS**

A. Brio-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 38,250,000 shares, 27,000,000 of which are designated "Common Stock," \$0.001 par value, and 11,250,000 of which are designated "Preferred Stock," \$0.001 par value. The authorized Preferred Stock is divided into series, 5,100,000 shares of which are designated Series A Preferred Stock, 4,400,000 shares of which are designated Series B Preferred Stock, and 1,750,000 shares of which are designated Series C Preferred Stock. As of the date hereof, 1,000 shares of Brio-Delaware Common Stock were issued and outstanding, all of which are held by Brio-California, and no shares of Preferred Stock were issued and outstanding.

B. Brio-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 38,250,000 shares, 27,000,000 of which are designated "Common Stock," no par value, and 11,250,000 of which are designated "Preferred Stock," no par value. The authorized Preferred Stock is divided into series, 5,100,000 shares of which are designated Series A Preferred Stock, 4,400,000 shares of which are designated Series B Preferred Stock, and 1,750,000 shares of which are designated Series C Preferred Stock. As of the date hereof, 11,522,283 of Common Stock were issued and outstanding, 4,993,514 shares of Series A Preferred Stock were issued and outstanding, 4,234,299 shares of Series B Preferred Stock were issued and outstanding, and 1,704,542 shares of Series C Preferred Stock were issued and outstanding.

C. The Board of Directors of Brio-California has determined that, for the purpose of effecting the reincorporation of Brio-California in the State of Delaware, it is advisable and in the best interests of Brio-California that Brio-California merge with and into Brio-Delaware upon the terms and conditions provided in this Agreement.

D. The respective Boards of Directors of Brio-Delaware and Brio-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

## AGREEMENT

In consideration of the mutual agreements and covenants set forth herein, Brio-Delaware and Brio-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. Merger.

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Brio-California shall be merged with and into Brio-Delaware (the "Merger"), the separate existence of Brio-California shall cease and Brio-Delaware shall be, and is sometimes referred to below as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Brio Technology, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective upon completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the stockholders of each Constituent Corporation in accordance with the applicable requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement; and

(c) The filing with the Secretary of State of Delaware of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law.

The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Brio-California shall cease and Brio-Delaware, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and Brio-California's Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of Brio-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of Brio-Delaware as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Brio-California in the same manner as if Brio-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

## 2. Charter Documents, Directors and Officers

2.1 Certificate of Incorporation. The Certificate of Incorporation of Brio-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Brio-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Brio-Delaware immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

## 3. Manner of Conversion of Stock

3.1 Brio-California Common Stock. Upon the Effective Date of the Merger, each one share of Brio-California Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such share or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation. No fractional share interests of the Surviving Corporation shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be aggregated so that no Brio-California shareholder shall receive cash in an amount greater than the value of one (1) full share of Brio-Delaware Common Stock.

3.2 Brio-California Preferred Stock. Upon the Effective Date of the Merger, each share of Brio-California Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock issued and outstanding immediately prior thereto, which shares are convertible into such number of shares of Brio-California Common Stock as set forth in the Brio-California Articles of Incorporation, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and non-assessable share of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certification of Incorporation of the Surviving Corporation, which shares of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$0.001 par value as such share of Brio-California Preferred Stock was convertible into shares of Brio-California common stock immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

### 3.3 Brio-California Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Brio-California under Brio-California's Amended and Restated Rights Agreement dated June 27, 1997, 1992 Stock Option Plan and all other employee benefit plans of Brio-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, Brio-California Common Stock or Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase, or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of Brio-California Common Stock or Preferred Stock, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Brio-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to Brio-California Common Stock or Preferred Stock. Such Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2 hereof, respectively.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise or conversion of Rights equal to the number of shares of Brio-California Common Stock and Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion unless the holder was entitled to a fractional interest immediately prior to the Merger. In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to Brio-Delaware's 1992 Stock Option Plan) would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the Brio-California 1992 Stock Option Plan that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 Brio-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Brio-Delaware issued and outstanding immediately

prior thereto shall, by virtue of the Merger and without any action by Brio-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

**3.5 Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Brio-California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Brio-California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of Brio-California capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Brio-California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

#### **4. General**

**4.1 Covenants of Brio-Delaware.** Brio-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.



(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Brio-Delaware of all of the franchise tax liabilities of Brio-California; and

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 **Further Assurances.** From time to time, as and when required by Brio-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Brio-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Brio-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Brio-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Brio-Delaware are fully authorized in the name and on behalf of Brio-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 **Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Brio-California or Brio-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Brio-California or by the sole stockholder of Brio-Delaware, or by both.

4.4 **Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

4.5 **Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, County of New Castle, Wilmington, Delaware, 19801, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 **FIRPTA Notification.**

(a) On the Effective Date of the Merger, Brio-California shall deliver to Brio-Delaware, as agent for the shareholders of Brio-California, a properly executed statement (the "Statement") in substantially the form attached hereto as Exhibit A. Brio-Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of Brio-California immediately prior to the Merger.

In consequence of the approval of the Merger by the shareholders of Brio-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Brio-Delaware as their agent and (ii) Brio-Delaware shall be considered to have received a copy of the Statement at the request of the Brio-California shareholders for purposes of satisfying Brio-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) Brio-California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

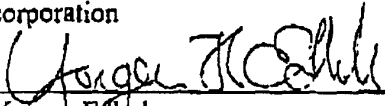
4.7 **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at Brio Technology, Inc., 3950 Fabian Way, Palo Alto, California, 94303, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.8 **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the courts of the state and federal courts of Santa Clara County, California.

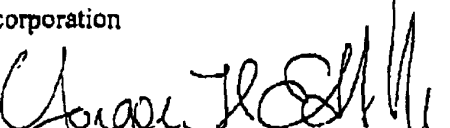
4.9 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

The undersigned authorized representatives of the Constituent Corporation have executed and acknowledged this Agreement as of the date first set forth above.

Brio Technology, Inc., a Delaware corporation

  
\_\_\_\_\_  
Yorgen Edholm,  
President and Chief Executive Officer

Brio Technology, Inc., a California corporation

  
\_\_\_\_\_  
Yorgen Edholm,  
President and Chief Executive Officer

**EXHIBIT A - FORM OF FIRTPA CERTIFICATE**

April 9, 1998

Assistant Commissioner (International)  
Director, Office of Compliance  
OP:I:C:E:666  
950 L'Enfant Plaza South, S.W.  
COMSAT Building  
Washington, D.C. 20024

**NOTICE TO THE INTERNAL REVENUE SERVICE OF BRIO TECHNOLOGY, INC.  
UNITED STATES REAL PROPERTY HOLDING CORPORATION STATUS UNDER  
TREASURY REGULATION 1.897-2(H)(2)**

Dear Sir:

1. This Notice is being filed by Brio Technology, Inc., a California corporation ("Brio-California") pursuant to section 1.897-2(h)(2) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code").

2. The undersigned, on behalf of Brio-California hereby declares that stock of Brio-California is not a United States real property interest within the meaning of section 897 of the Code because Brio-California is not and has not been a United States real property holding corporation as that term is defined in section 897(c) (2) of the Code during the applicable period specified in section 897(c) (1) (A) (ii) of the Code.

3. Brio-California's United States taxpayer identifying number is: 77-0210797

4. Brio-California's address is:

Brio Technology, Inc.  
3430 West Bayshore Road  
Palo Alto, CA 94303

5. In connection with the acquisition of Brio-California by Brio Technology, Inc., a Delaware corporation ("Brio-Delaware"), the undersigned provided the attached statement to Brio-Delaware declaring that an interest in Brio-California is not a United States real property interest. The statement was voluntarily provided in response to a request from the transferee, Brio-Delaware under Regulation 1.1445-2(c) (3) (i).

Brio-Delaware's United States taxpayer identifying number is: 77-0210797

Brio-Delaware's address is:

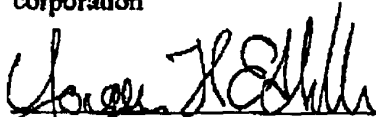
Brio Technology, Inc.  
3430 West Bayshore Road  
Palo Alto, CA 94303

6. No supplemental statements pursuant to Treasury Regulations section 1.897-2(h)(5) are required to be filed herewith.

7. Under penalties of perjury the undersigned declares that he has examined this certification, and the attachment hereto, and to the best of his knowledge and belief they are true, correct and complete. The undersigned further declares that he is a responsible officer and that he has authority to sign this document on behalf of Brio-California.

A copy of the statement provided pursuant to Treasury Regulation §§1.897-2(h)(2) and 1.1445-2(c)(3)(i) is attached.

Brio Technology, Inc., a California  
corporation

  
Yorgen Edholm, President and Chief  
Executive Officer

Brio Technology, Inc.

A Delaware Corporation


OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

Yorgen Edholm and Mark B. Weeks certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of Brio Technology, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock," respectively.
3. There are 1,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Preferred Stock outstanding.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.

Yorgen Edholm and Mark B. Weeks further declare under penalty of perjury under the laws of the States of Delaware and California that each has read the foregoing certificate and knows the contents thereof and that the same is true and correct of each's own knowledge.

Executed in Menlo Park, California, April 9<sup>th</sup>, 1998.



Yorgen Edholm, President and  
Chief Executive Officer



Mark B. Weeks, Secretary

# Gray Cary Ware & Freidenrich LLP

400 Hamilton Avenue, Palo Alto, CA 94301-1825  
Phone 650-328-6561 Fax 650-327-3699 www.gcwf.com

ELIANE SETTON

Writer's Direct Dial: 650-833-2326  
Internet: esetton@gcwf.com  
Our File Nos. 1020596-900200

June 3, 1998

**EM523905459US**

VIA EXPRESS MAIL

COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231  
Attn: Assignment Division

**Re: Applicant/Registrant: Brio Technology, Inc. (a California corporation)**

**EXPEDITED Recordation of Merger of Applicant/Registrant with and into Brio Technology, Inc. (a Delaware corporation)**

Dear Sir:

Enclosed for your recordation are the following documents regarding the merger of the owner of the trademark applications and registrations listed in the schedule attached to the enclosed Recordation Form Cover Sheet:

1. Copy of the Certificate of Agreement of Merger which merges Brio Technology, Inc., a California corporation, with and into Brio Technology, Inc., a Delaware corporation, under the name of Brio Technology, Inc., a Delaware corporation;
2. Trademark Recordation Cover Sheet with Attached Schedule; and
3. A self-addressed stamped postcard.

A Declaration of Use and Incontestability is due to be filed next week in connection with one of the trademark registrations listed in the attached schedule. Therefore, please expedite the recordation of this merger and transfer of trademark ownership.

Please debit my firm's Deposit Account, No. 07-1907, for the required recordation fees, including the \$120 Expedited fee. If there are any differences in the fee, please debit the aforementioned account. In the event that this account has insufficient funds, please debit our Deposit Account No. 07-1896.

Please return the stamped postcard to the undersigned at our Palo Alto office.

SILICON VALLEY  
PA\781770.1  
1020596-900200

SAN DIEGO

SAN FRANCISCO

AUSTIN

LA JOLLA

IMPERIAL VALLEY

MEXICO

TRADEMARK  
REEL: 1737 FRAME: 0510

**GRAY CARY WARE & FREIDENRICH LLP**

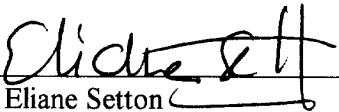
June 3, 1998

Page Two

I look forward to the return of the recorded certificate of ownership and merger.

Very truly yours,

GRAY CARY WARE & FREIDENRICH LLP

By:   
Eliane Setton

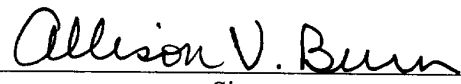
Enclosures.

cc: Elizabeth P. Alexander (w/o enclosures)

**CERTIFICATE OF EXPRESS MAILING**

I do hereby certify that this document is being deposited with the United States Postal Service as Express Mail on 6/3/98 in an envelope numbered EMS23905459US addressed to:

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

  
Signature



RECORDED: 06/05/1998

TRADEMARK  
REEL: 1737 FRAME: 0512