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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents

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and original documents or copy thereof.

## 1. Name of conveying party(ies):

WordPerfect Corporation  
1555 North Technology Way  
Drem, UT 84057

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State of Utah  
☐ Other

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

## 3. Nature of conveyance:

- ☐ Assignment ☒ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: June 24, 1994

## 2. Name and address of receiving party(ies)

Name: Novell, Inc.

Internal Address:

Street Address: 1555 N. Technology Way  
City: Drem State: UT ZIP: 8409

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State of 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,723,487

Additional numbers attached? ☐ Yes ☒ No

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

Name: Harrison Colter

Internal Address: Mail Stop C311

Street Address: 1555 North Technology Way

City: Drem State: UT ZIP: 84097

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

14-1441

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

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## 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.

Harrison Colter  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 13Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 1746 FRAME: 0934

## **Trademark Assignment Agreement**

**WHEREAS**, WORDPERFECT CORPORATION ("WordPerfect"), principally located at 1555 North Technology Way, Orem, Utah 84057, has adopted and used in its business the federally registered trademark identified in Exhibit A (referred to herein as "Mark"), attached hereto and made a part hereof; and,

**WHEREAS**, NOVELL, INC. ("Novell"), principally located at 122 East 1700 South, Provo, Utah 84606, has succeeded to the business, assets and appurtenant goodwill of Novell in connection with which business the Mark is now used;

**NOW THEREFORE**, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, WordPerfect hereby assigns to Novell all right, title and interest WordPerfect has in and to the Mark and the application thereof.

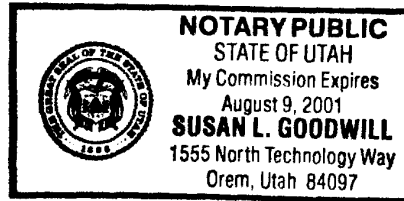
**IN WITNESS WHEREOF**, we have hereunto set our hands. This Agreement shall be effective as of the latter of the date it is executed by the authorized representative of Novell designated below.

*Richard C. Rife* 6-18-98  
Richard C. Rife Date  
Vice President and Assistant Corporate Secretary  
Novell, Inc.

State of Utah       )  
                              }  
County of Utah     )       ss.:

Personally appeared before me this 18th day of June, 1998, Richard C. Rife and acknowledged the execution by Novell, Inc. of the above instrument.

*Susan L. Goodwill*  
Notary Public  
My Commission Expires: August 9, 2001



**Exhibit A**

**Federal Trademark Registration**

<b>Trademark</b>	<b>U.S. Classes</b>	<b>Int'l Classes</b>	<b>Reg. No.</b>	<b>Date Registered</b>
GRAMMATIK	38	9	1,723,487	10/13/92

*State of Delaware*  
*Office of the Secretary of State*

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I, WILLIAM T. QUILLEN, 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:

"WORDPERFECT CORPORATION", A UTAH CORPORATION,  
WITH AND INTO "NOVELL, INC." UNDER THE NAME OF "NOVELL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF JUNE, A.D. 1994, AT 12 O'CLOCK P.M.



*William T. Quillen*

*William T. Quillen, Secretary of State*

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AUTHENTICATION: 7161761

DATE: 06-24-94

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**CERTIFICATE OF SECRETARY  
OF  
NOVELL, INC.**

I, David Bradford, Secretary of Novell, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of WordPerfect Corporation, a Utah corporation, was duly adopted pursuant to subsection (f) of Section 251 of Title 8 of the Delaware Code without any vote of the stockholders of the surviving corporation; and that subsection (f) of Section 251 of Title 8 of the Delaware Code is applicable; and that the Agreement of Merger was adopted by action of the Board of Directors of Novell, Inc., and is the duly adopted agreement and act of said corporation.

WITNESS my hand on this 24th day of June, 1994.

  
\_\_\_\_\_  
David Bradford, Secretary

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vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of WordPerfect, the officers and directors of Novell and WordPerfect are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

## ARTICLE II

### THE CONSTITUENT CORPORATIONS

#### 2.1 Organization of WordPerfect.

(a) Incorporation. WordPerfect was incorporated under the laws of the State of Utah in 1979.

(b) Authorized Stock. WordPerfect is authorized to issue an aggregate of 200,000,000 shares of Common Stock, \$0.001 par value ("WordPerfect Common Stock").

(c) Outstanding Stock. At the close of business on June 23, 1994, 51,380,000 shares of WordPerfect Common Stock were outstanding.

2.2 WordPerfect Shareholder Approval. The Reorganization Agreement and these Articles of Merger were duly approved and adopted by the affirmative vote of the holders of at least a majority of the shares of WordPerfect Common Stock entitled to vote on the Reorganization Agreement and these Articles of Merger at a special meeting of the shareholders held on June 24, 1994, in accordance with the provisions of Section 16-10a-1103 of the Utah Revised Business Corporation Act.

#### 2.3 Organization of Novell.

(a) Incorporation. Novell was incorporated under the laws of the State of Delaware on January 25, 1983.

(b) Authorized Stock. The authorized capital stock of Novell consists of 400,000,000 shares of Common Stock, \$.10 par value ("Novell Common Stock"), and 500,000 shares of preferred stock, \$.10 par value ("Novell Preferred Stock").

(c) Outstanding Stock. On the date hereof, an aggregate of approximately 310,849,164 shares of Novell Common Stock and no shares of Novell Preferred Stock are outstanding.

2.4 Novell Stockholder Approval. The approval of the stockholders of Novell is not required under the Delaware General Corporation Law or the Restated Certificate of Incorporation and Bylaws.



## ARTICLE III

### CERTIFICATE OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

3.1 Certificate of Incorporation of Surviving Corporation. The Restated Certificate of Incorporation of Novell in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation.

3.2 Bylaws of Surviving Corporation. The Bylaws of Novell in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

3.3 Directors and Officers of Surviving Corporation. The directors of Novell immediately prior to the Effective Time shall be the directors of the Surviving Corporation at the Effective Time, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of Novell immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case, until their respective successors are duly elected or appointed or qualified.

## ARTICLE IV

### EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

4.1 Effect on Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of WordPerfect Common Stock:

(a) Cancellation of Certain Shares of WordPerfect Common Stock. All shares of WordPerfect Common Stock that are owned directly or indirectly by WordPerfect or by any Subsidiary (as defined below) of WordPerfect and any shares of WordPerfect Common Stock owned by Novell or any Subsidiary of Novell shall be cancelled and no stock of Novell or other consideration shall be delivered in exchange therefor. "Subsidiary" means a corporation or other entity whose voting securities are owned or are otherwise controlled directly or indirectly by a parent corporation or other intermediary entity in an amount sufficient to elect at least a majority of the Board of Directors or other managers of such corporation or other entity.

(b) Conversion of WordPerfect Common Stock. Each issued and outstanding share of WordPerfect Common Stock (other than shares to be cancelled pursuant to Section 4.1(b) hereof and shares, if any, which then or thereafter constitute dissenter's

shares within the meaning of Part 16 of the Utah Revised Business Corporation Act ("Dissenter's Shares")) shall be canceled and extinguished and converted, without any action on the part of the holders thereof and subject to Section 4(e) hereof, into one share of Novell Common Stock.

(c) Dissenters' Rights. If holders of WordPerfect Common Stock are entitled to dissenters' rights in connection with the Merger under Part 16 of the Utah Revised Business Corporation Act, any Dissenter's Shares shall not be converted into Novell Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenter's Shares pursuant to the law of the State of Utah.

(d) Fractional Shares. No fractional shares of Novell Common Stock shall be issued, but in lieu thereof each holder of shares of WordPerfect Common Stock who would otherwise be entitled to receive a fraction of a share of Novell Common Stock shall receive from Novell an amount of cash equal to the per share market value of Novell Common Stock (based on the last sales price of Novell Common Stock as reported on the National Market System of the National Association of Securities Dealers' Automated Quotation System on the Effective Date of the Merger) multiplied by the fraction of a share of Novell Common Stock to which such holder would otherwise be entitled. The fractional share interests of each WordPerfect shareholder shall be aggregated, so that no WordPerfect shareholder shall receive cash in an amount greater than the value of one full share of Novell Common Stock.

#### 4.2 Exchange of Certificates.

(a) Exchange Agent. Mellon Bank, N.A. shall act as exchange agent (the "Exchange Agent") in the Merger.

(b) Novell to Provide Common Stock. Promptly after the Effective Time, Novell shall make available to the Exchange Agent for exchange in accordance with the provisions of this Article IV and the Reorganization Agreement, through such reasonable procedures as Novell may adopt, the shares of Novell Common Stock issuable pursuant to Section 4.1 of these Articles of Merger and the provisions of the Reorganization Agreement in exchange for outstanding shares of WordPerfect Common Stock.

(c) No Further Ownership Rights in WordPerfect Common Stock. All Novell Common Stock delivered upon the surrender for exchange of shares of WordPerfect Common Stock in accordance with the terms of the Reorganization Agreement and these Articles of Merger shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of WordPerfect Common Stock. There shall be no further registration of transfers on the stock transfer books of the

Surviving Corporation of the shares of WordPerfect Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article IV and the Reorganization Agreement.

## ARTICLE V

### TERMINATION

5.1 Termination by Mutual Agreement. Notwithstanding the approval of these Articles of Merger by the shareholders of WordPerfect, these Articles of Merger may be terminated at any time prior to the Effective Time by mutual written agreement of the Boards of Directors of Novell and WordPerfect.

5.2 Termination of Agreement and Plan of Merger. Notwithstanding the approval of these Articles of Merger by the shareholders of WordPerfect, these Articles of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated as therein provided.

5.3 Effects of Termination. In the event of the termination of these Articles of Merger, these Articles of Merger shall forthwith become void and there shall be no liability on the part of either WordPerfect or Novell or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

## ARTICLE VI

### GENERAL PROVISIONS

6.1 Amendment. These Articles of Merger may be amended by the parties hereto any time before or after approval hereof by the shareholders of WordPerfect but, after such approval, no amendment shall be made which by law requires the further approval of shareholders of WordPerfect without obtaining such approval. These Articles of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

6.2 Counterparts. These Articles of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

6.3 Governing Law. These Articles of Merger shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Utah.

**WORDPERFECT CORPORATION**  
1555 North Technology Way  
Orem, Utah 84057

By: James R. Tolonen  
James R. Tolonen, Chief Financial  
Officer

IN WITNESS WHEREOF, the parties have duly executed these Articles of Merger as of the date first written above.

WORDPERFECT CORPORATION  
1555 North Technology Way  
Orem, Utah 84057

By: 

R. Buff Thompson, Executive Vice  
President and General Counsel

NOVELL, INC.  
122 East 1700 South  
Provo, Utah 84606

By: \_\_\_\_\_

James R. Tolonen, Chief Financial  
Officer

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