

08-21-1998



100800101
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 8-17-98
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/20/1998 DNGUYEN 00000054 1217415

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 400.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: 0359
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,217,415"/>	<input type="text" value="1,304,796"/>	<input type="text" value="1,519,629"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,522,444"/>	<input type="text" value="1,715,315"/>	<input type="text" value="1,715,316"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,742,941"/>	<input type="text" value="1,812,803"/>	<input type="text" value="1,814,377"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

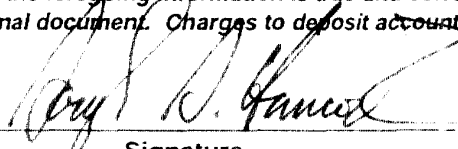
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Douglas D. Hancock



8/12/98

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

STATE OF DELAWARE
AGREEMENT OF MERGER
BETWEEN
MICROTEC RESEARCH, INC.,
A DELAWARE CORPORATION
AND
MENTOR GRAPHICS CORPORATION,
AN OREGON CORPORATION

This Plan and Agreement of Merger is made and entered into on the 11th day of November, 1997, by and between Mentor Graphics Corporation (MGC), an Oregon corporation and its wholly-owned subsidiary, Microtec Research, Inc. (MRI), a Delaware corporation.

WITNESSETH:

WHEREAS, MRI is a corporation organized and existing under the laws of the State of Delaware, its Certificate of Incorporation having been filed in the Office of the Secretary of State of the State of Delaware on August 18, 1994; and

WHEREAS, MGC is a corporation organized and existing under the laws of the State of Oregon; and

WHEREAS, the aggregate number of shares which MGC has the authority to issue is 101,200,000 shares of common stock without par value;

WHEREAS, approval of the merger by the sole shareholder of both MRI and MGC was not required as MRI is a wholly-owned subsidiary of MGC; and

WHEREAS, the Board of Directors of MGC approved the merger of MRI into MGC on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the States of Delaware and Oregon respectively, which permit such merger;

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, MRI and MGC, by the approval of the Board of Directors of MGC, have agreed and do hereby agree, each with the other as follows:

ARTICLE I

MGC and MRI shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Oregon and of the State of Delaware by MRI merging into MGC, which shall be the surviving corporation.

TRADEMARK

REEL: 1771 FRAME: 0362

ARTICLE II

Upon the merger becoming effective as provided in the applicable laws of the State of Oregon and of the State of Delaware, the two Constituent Corporations shall be a single corporation, which shall be MGC as the Surviving Corporation, and the separate existence of MRI shall cease except to the extent provided by the laws of the State of Delaware or the State of Oregon, as is appropriate, in the case of a corporation after its merger into another corporation.

ARTICLE III

The Certificate of Incorporation of MGC shall not be amended in any respect by reason of this Agreement of Merger.

ARTICLE IV

All outstanding capital stock of MRI shall be cancelled on the Effective Date of the merger.

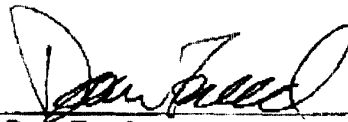

ARTICLE V

The Effective Date of the merger shall be November 30, 1997.

IN WITNESS WHEREOF, MGC and MRI, pursuant to the authority duly given by resolutions adopted by the Board of Directors of MGC, have caused this Plan and Agreement of Merger to be executed by an authorized officer of MGC and MRI.

MICROTEC RESEARCH, INC.

MENTOR GRAPHICS CORPORATION



By: Dean Freed
Title: Secretary

By: Dean Freed
Title: Vice President and General Counsel

151845-18

ARTICLES OF MERGER
OF MICROTEC RESEARCH, INC.
WITH AND INTO MENTOR GRAPHICS CORPORATION

FILED
DEC - 2 1997
OREGON
SECRETARY OF STATE

The following Articles of Merger are filed pursuant to ORS 60.491 and ORS 60.494 by Mentor Graphics Corporation, an Oregon corporation ("MGC"), the surviving corporation in the merger of Microtec Research, Inc., a Delaware corporation ("Sub"), with and into MGC (the "Merger").

1. The plan of merger ("Plan") is attached hereto as Exhibit A and is incorporated herein by reference.
2. The Merger was approved by the Board of Directors of MGC. Because Sub is a wholly-owned subsidiary of MGC, approval of the Merger by the shareholders of neither Sub nor MGC was required.
3. The effective time of the Merger shall be 12:01 a.m. on November 30, 1997.

Dated: November 11th, 1997.

MENTOR GRAPHICS CORPORATION

By: Dean Freed
Name: Dean Freed
Title: Vice President and General Counsel

EXHIBIT A

PLAN OF MERGER
OF MICROTEC RESEARCH, INC.
WITH AND INTO MENTOR GRAPHICS CORPORATION

1. Parties. The names of the corporations proposing to merge are Mentor Graphics Corporation, an Oregon corporation ("MGC"), and a wholly-owned subsidiary of MGC, Microtec Research, Inc., a Delaware corporation ("Sub"). The surviving corporation in the merger (the "Merger") will be MGC.

2. Effect of Merger. At the time that Articles of Merger relating to the Merger are filed with the Oregon Secretary of State or at such later time as may be specified in the Articles of Merger (the "Effective Time"), Sub shall be merged with and into MGC in the manner and with the effect provided by the Oregon Business Corporation Act, the separate corporate existence of Sub shall cease, and MGC shall be the surviving corporation.

3. Cancellation of Shares. At the Effective Time, all of the outstanding capital stock of Sub shall be canceled.