



MRD
3-26-99

100999228 SHEET
TRADEMARKS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Simulation Sciences, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of California
- Other:

Additional name(s) of conveying party(ies) attached?

- Yes No

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

Name: Simulation Sciences, Inc.

Internal Address:

Street Address: 601 Valencia Avenue, Suite 100

City: Brea State: CA ZIP: 92823

- 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) and address(es) attached?

- Yes No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)
September 5, 1996

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

a. Trademark Application No(s):

- 75/230,557
- 75/296,186
- 75/329,751
- 75/392,490
- 75/392,488

b. Trademark Registration No(s):

- 1,176,638
- 1,324,241
- 1,931,850
- 1,972,230
- 1,399,883
- 1,399,220
- 2,188,308
- 2,159,929
- 1,312,283
- 1,368,309
- 1,608,947
- 2,023,617

Additional numbers attached? Yes No

03/31/1999 DNGUYEN 00000166 75230557

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

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

Name: Lori L. Yamato
KNOBBE, MARTENS, OLSON & BEAR, LLP
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660

7. Total fee (37 CFR 3.41): \$440.00

(X) Enclosed
() Authorized to be charged to deposit account

6. Total number of applications and registrations involved: 17

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

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.

Lori L. Yamato
Name of Person Signing


Signature

March 22, 1999
Date

Total number of pages, including cover sheet, attachments and document: 13

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

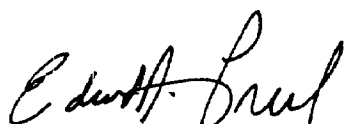
NBH-3442
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TRADEMARK
REEL: 1876 FRAME: 0584

State of Delaware
Office of the Secretary of State PAGE 1

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:
"SIMULATION SCIENCES INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "SIMULATION SCIENCES INC." UNDER THE NAME OF "SIMULATION SCIENCES INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF SEPTEMBER, A.D. 1996, AT 9:05 O'CLOCK A.M.





Edward J. Freel, Secretary of State

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991053722

AUTHENTICATION:

9572581

DATE:

02-11-99

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REEL: 1876 FRAME: 0585

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is made as of August 30, 1996 (the "Merger Agreement") by and between Simulation Sciences Inc., a Delaware corporation ("SimSci Delaware"), and Simulation Sciences Inc., a California corporation ("SimSci California"). SimSci Delaware and SimSci California are sometimes referred to herein as the "Constituent Corporation." SimSci Delaware is a wholly owned subsidiary of SimSci California.

RECITALS

A. SimSci California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 202,417,548.85 shares, of which 197,417,548.85 are designated "Common Stock," no par value, and 5,000,000 of which are designated "Preferred Stock." The Preferred Stock of SimSci California consists of 5,000,000 shares of Series A Preferred Stock. As of the date hereof, 15,101,500 shares of Common Stock were issued and outstanding, and 5,000,000 shares of Series A Preferred Stock were outstanding.

B. SimSci Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 95,000,000 shares, \$.001 par value, of which 90,000,000 are designated "Common Stock" and 5,000,000 are designated "Preferred Stock." The Preferred Stock of SimSci Delaware consists of 5,000,000 shares of Series A Preferred Stock. As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which are held by SimSci California, and no shares of Preferred Stock were issued and outstanding.

C. It is the intent of this Merger Agreement that the merger provided for herein shall be pursuant to the applicable laws of the State of California and the State of Delaware and shall qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

D. The Board of Directors of SimSci California has determined that, for the purpose of effecting the reincorporation of SimSci California in the State of Delaware, it is advisable and in the best interests of SimSci California and its shareholders that SimSci California merge with and into SimSci Delaware upon the terms and conditions herein provided.

E. The respective Boards of Directors of SimSci Delaware and SimSci California have approved this Merger Agreement and have directed that this Merger Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, SimSci Delaware and SimSci California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

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STATE OF CALIFORNIA

09/04/96 14:54 09/04/96

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1. MERGER

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

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Merger Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Merger Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger or an executed counterpart of this Merger Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Certificate of Merger or an executed counterpart of this Merger Agreement meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of SimSci California shall cease, and SimSci Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and SimSci California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of SimSci California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of SimSci California in the same manner as if SimSci 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 SimSci 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 SimSci 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 SimSci California 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 until 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 SimSci California Common Stock. Upon the Effective Date of the Merger, each share of SimSci 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 shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation.

3.2 SimSci California Preferred Stock. Upon the Effective Date of the Merger, every one share of SimSci California Preferred Stock, \$.01 par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Preferred Stock, \$.001 par value, of the Surviving Corporation.

3.3 SimSci California Options, Warrants and Convertible Securities. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the stock option plans (including, without limitation, the 1994 Stock Option Plan), and all other employee benefit plans of SimSci California. Each outstanding and unexercised option, warrant or other right to purchase SimSci California Common Stock shall become an option, warrant or right to purchase the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for one share of SimSci California Common Stock issuable pursuant to any such option, warrant or right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such SimSci California option, warrant or right at the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, warrants or rights equal to the number of shares of SimSci California Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.4 SimSci Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of SimSci Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by SimSci 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 SimSci California Common Stock may, at such stockholder's option, 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 Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of SimSci California Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of SimSci California Common 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 Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common 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 SimSci 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 the Surviving Corporation's Common 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 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 SimSci Delaware. SimSci 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 in connection therewith 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 appropriate tax authority of the State of California necessary for the assumption by SimSci Delaware of all of the corporate or franchise tax liabilities of SimSci 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 SimSci Delaware or by its successors or assigns, there shall be executed and delivered on behalf of SimSci California such deeds and other instruments, and there shall be taken or caused to be taken by SimSci Delaware and SimSci California 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 SimSci Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SimSci California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of SimSci Delaware are fully authorized in the name and on behalf of SimSci 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 Merger Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either SimSci California or SimSci Delaware, or both, notwithstanding the approval of this Merger Agreement by the shareholders of SimSci California or by the sole stockholder of SimSci Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Merger Agreement at any time prior to the filing of this Merger Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Merger Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property 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, (2) alter or change in any material way any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change in any material way any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation in any material way.

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

4.6 Merger Agreement. Executed copies of this Merger Agreement will be on file at the principal place of business of the Surviving Corporation at 601 Valencia Avenue, Suite 100, Brea, California 92823 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Merger Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.9 FIRPTA Notification. (a) On the Effective Date of the Merger, SimSci California shall deliver to SimSci Delaware, as agent for the shareholders of SimSci California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. SimSci 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 SimSci California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of SimSci California, (i) such shareholders shall be considered to have requested that the Statement be delivered to SimSci Delaware as their agent and (ii) SimSci Delaware shall be considered to have received a copy of the Statement at the request of the SimSci California shareholders for purposes of satisfying SimSci Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) SimSci 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).

IN WITNESS WHEREOF, this Merger Agreement, having first been approved by resolutions of the Boards of Directors of SimSci Delaware and SimSci California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

SIMULATION SCIENCES INC.
a Delaware corporation

By: Charles R. Harris
Charles R. Harris
President and Chief Executive Officer

ATTEST:

Jeffrey D. Saper
Jeffrey D. Saper, Secretary

SIMULATION SCIENCES INC.
a California corporation

By: Charles R. Harris
Charles R. Harris
President and Chief Executive Officer

ATTEST:

Jeffrey D. Saper
Jeffrey D. Saper, Secretary

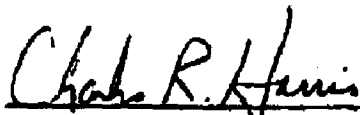
SIMULATION SCIENCES INC.
(Surviving Corporation)

OFFICERS' CERTIFICATE

Charles R. Harris and L. Ronald Trepp hereby certify that:

1. They are the President and the Secretary, respectively, of Simulation Sciences 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." There are authorized 90,000,000 shares of Common Stock and 5,000,000 shares of Preferred Stock.
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 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.
6. Charles R. Harris and L. Ronald Trepp hereby further declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Brea, California on August 30, 1996.



Charles R. Harris, President



L. Ronald Trepp, Vice President, Finance

SIMULATION SCIENCES INC.
(California Corporation)

OFFICERS' CERTIFICATE

Charles R. Harris and L. Ronald Trepp hereby certify that:

1. They are the President and the Vice President, Finance, respectively, of Simulation Sciences Inc., a corporation organized under the laws of the State of California.

2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock." There are authorized 197,417,548.85 shares of Common Stock and 5,000,000 shares of Preferred Stock.


3. There were 15,101,500 shares of Common Stock and 5,000,000 shares of Preferred Stock outstanding as of the date the shareholders' written consent was solicited which approved the Agreement and Plan of Merger attached hereto (the "Merger Agreement").

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 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 the Common Stock and by holders of outstanding shares of Preferred Stock.

6. Charles R. Harris and L. Ronald Trepp hereby further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Brea, California on August 30, 1996.



Charles R. Harris, President



L. Ronald Trepp, Vice President, Finance

EXHIBIT A

August 30, 1996

TO THE SHAREHOLDERS OF SIMULATION SCIENCES INC.:

In connection with the reincorporation (the "Reincorporation") in Delaware of Simulation Sciences Inc., a California corporation (the "Company"), pursuant to the Agreement and Plan of Merger dated as of August 30, 1996 between the Company and Simulation Sciences Inc., a Delaware corporation and wholly owned subsidiary of the Company ("SimSci Delaware"), your shares of Company stock will be replaced by shares of stock in SimSci Delaware.

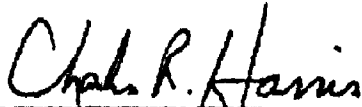
In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "Code"), in consequence of the Reincorporation and (ii) SimSci Delaware will not be required under Section 1445 of the Code to withhold taxes from the SimSci Delaware stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to SimSci Delaware pursuant to Section 4.9 of the Merger Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,

SIMULATION SCIENCES INC.
a California corporation



Charles R. Harris
President and Chief Executive Officer