

mkd 5-7-99

FORM PTO 1010A
Expire 05-12-1999
OMB C

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101034610

**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
- 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
- Change of Name
- Other

174154

Effective Date
Month Day Year
May 31, 1993

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

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 attached. from Assignment.)

05/11/1999 TSHADAZZ 00000131 1764154
01 FC:481 40.00 OP

FOR OFFICE USE ONLY

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 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).

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

TRADEMARK
REEL: 1895 FRAME: 0036

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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)

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.)

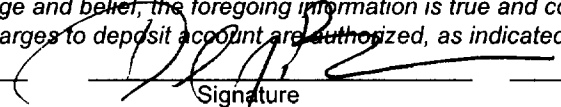
Deposit Account Number: #

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.

Deborah J. Peckham
Name of Person Signing


Signature

5/4/99
Date Signed

Office of the Secretary of State

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 (DELAWARE & FOREIGN) OF "FRONTIER SOFTWARE DEVELOPMENT, INC." FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JULY, A.D. 1993, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

* * * * *



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION:

DATE: 3976219

07/15/1993

713194008

TRADEMARK REEL: 1895 FRAME: 0038

AGREEMENT AND PLAN OF MERGER

OF

FRONTIER SOFTWARE DEVELOPMENT, INC.,
A Delaware Corporation

AND

FRONTIER SOFTWARE DEVELOPMENT, INC.,
A Massachusetts Corporation

THIS AGREEMENT AND PLAN OF MERGER dated as of May 31, 1993 (the "Agreement") is between Frontier Software Development, Inc., a Delaware corporation ("Frontier Delaware"), and Frontier Software Development, Inc., a Massachusetts corporation ("Frontier Massachusetts"). Frontier Delaware and Frontier Massachusetts are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Frontier Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 10,000,000 shares, 5,000,000 of which are designated "Voting Common Stock" and 5,000,000 of which are designated "Nonvoting Common Stock." As of the date hereof, 100 shares of Voting Common Stock are issued and outstanding, all of which are held by Frontier Massachusetts.

B. Frontier Massachusetts is a corporation duly organized and existing under the laws of The Commonwealth of Massachusetts and has an authorized capital of 200,000 shares, no par value, 100,000 of which are designated "Voting Common Stock" and 100,000 of which are "Nonvoting Common Stock." As of the date hereof, 80,000 shares of Voting Common Stock are issued and outstanding.

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

D. The respective Boards of Directors of Frontier Delaware and Frontier Massachusetts have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

-2-

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

ARTICLE 1

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Massachusetts Business Corporation Law, Frontier Massachusetts shall be merged with and into Frontier Delaware (the "Merger"), the separate existence of Frontier Massachusetts shall cease and Frontier Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Frontier Software Development, Inc..

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

1.2.1 This 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 Massachusetts Business Corporation Law;

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

1.2.3 An executed Certificate of Merger or an executed counterpart of this 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

1.2.4 An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Massachusetts Business Corporation Law shall have been filed with the Secretary of State of The Commonwealth of Massachusetts.

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 Frontier Massachusetts shall cease and Frontier 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

-3-

of the Merger, (ii) shall be subject to all actions previously taken by its and Frontier Massachusetts' Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Frontier Massachusetts 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 Frontier Massachusetts in the same manner as if Frontier Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Massachusetts Business Corporation Law.

ARTICLE 2

DOCUMENTS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Frontier 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 Frontier 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.

ARTICLE 3

MANNER OF CONVERSION OF STOCK

3.1 Frontier Massachusetts Common Stock. Upon the Effective Date of the Merger, each share of Frontier Massachusetts Voting 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 fifty (50) fully paid and nonassessable shares of Voting Common Stock of the Surviving Corporation.

3.2 Frontier Massachusetts Options, Stock Purchase Rights and Convertible Securities. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the stock option plans and all other employee benefit plans of Frontier Massachusetts. Each outstanding and unexercised option, other right to purchase or security convertible into, Frontier Massachusetts Voting or Nonvoting Common Stock shall become an

-4-

option, right to purchase or a security convertible into the Surviving Corporation's Voting or Nonvoting Common Stock, as the case may be, on the basis of fifty (50) shares of the Surviving Corporation's Voting or Nonvoting Common Stock, as the case may be, for each share of Frontier Massachusetts Voting or Nonvoting Common Stock, as the case may be, issuable pursuant to any such option, stock purchase right or convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Frontier Massachusetts option, stock purchase right or other convertible security at the Effective Date of the Merger.

3.3 Frontier Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of Frontier Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Frontier Delaware, the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, the Surviving Corporation shall request that each holder of an outstanding certificate representing shares of Frontier Massachusetts capital stock surrender the same for cancellation to the Secretary of the Surviving Corporation, as exchange agent (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 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 Frontier Massachusetts 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 Frontier Massachusetts capital stock were converted in the Merger.

The registered owner on the books and records of 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 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 Frontier Massachusetts so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with

-5-

applicable laws.

If any certificate for shares of Frontier Delaware 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 Frontier Delaware that such tax has been paid or is not payable.

ARTICLE 4

GENERAL

4.1 Covenants of Frontier Delaware. Frontier Delaware hereby makes the following covenants and agreements, which shall be effective on the Effective Date of the Merger:

4.1.1 Frontier Delaware may be sued in The Commonwealth of Massachusetts for any prior obligation of Frontier Massachusetts and any obligation thereafter incurred by the Surviving Corporation, including the obligation created by Section 85 of Chapter 156B of the General Laws of Massachusetts, pertaining to the rights of dissenting stockholders, so long as any such liability remains outstanding in The Commonwealth of Massachusetts;

4.1.2 Frontier Delaware irrevocably appoints the Secretary of State of The Commonwealth of Massachusetts as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181 of the General Laws of Massachusetts pertaining to foreign corporations doing business in The Commonwealth;

4.1.3 Frontier Delaware shall file any and all documents with The Commonwealth of Massachusetts necessary for the assumption by Frontier Delaware of all of the franchise tax liabilities of Frontier Massachusetts; and

4.1.4 Frontier Delaware shall take such other actions as may be required by the Massachusetts Business Corporation Law.

4.2 Further Assurances. From time to time, as and when required by Frontier Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Frontier

-6-

Massachusetts such deeds and other instruments, and there shall be taken or caused to be taken by Frontier Delaware and Frontier Massachusetts 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 Frontier Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Frontier Massachusetts and otherwise to carry out the purposes of this Agreement, and the officers and directors of Frontier Delaware are fully authorized in the name and on behalf of Frontier Massachusetts 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 (including, without limitation, if stockholders of Frontier Massachusetts exercise any dissenter's rights which they may have as a result of the transaction contemplated hereby) by the Board of Directors of either Frontier Massachusetts or Frontier Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Frontier Massachusetts or by the sole stockholder of Frontier 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 and the Secretary of State of The Commonwealth of Massachusetts, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) 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, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) 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 thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 1013 Centre Street, in the City of Wilmington, Delaware, County of New Castle, and Corporation Service Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1501 Main Street, Tewksbury, MA 01876 and copies

thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This 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 Massachusetts Business Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this 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.

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

FRONTIER SOFTWARE DEVELOPMENT, INC.
A Delaware Corporation

ATTEST:

Narendra Papat
Narendra Papat
Secretary

By: Anil Singhal
Anil Singhal
President

ATTEST:

Anil Singhal
Anil Singhal
President

By: Narendra Papat
Narendra Papat
Treasurer

FRONTIER SOFTWARE DEVELOPMENT, INC.
A Massachusetts Corporation

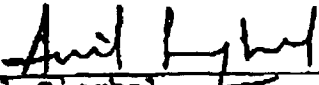
ATTEST:

By: Narendra Papat
Narendra Papat
Clerk

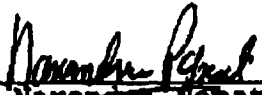
By: Anil Singhal
Anil Singhal
President

-8-

ATTEST:



Anil Singhal
President

By: 

Narandha Papat
Treasurer

f: ezs\front6\merger.pln

FRONTIER SOFTWARE DEVELOPMENT, INC.

(Surviving Corporation)

OFFICERS' CERTIFICATE

Anil Singhal and Narendra Popat certify that:

1. They are the President and the Secretary, respectively, of Frontier Software Development, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").

2. The corporation has authorized two classes of stock, designated "Voting Common Stock" and "Nonvoting Common Stock."

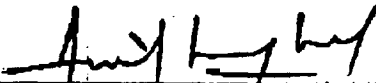
3. There are 100 shares of Voting Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Nonvoting Common Stock outstanding.

4. The principal terms of the Merger Agreement were approved by the Board of Directors on May 31, 1993 and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.

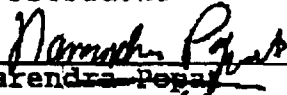
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Voting Common Stock.

6. Anil Singhal and Narendra Popat each further declares 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 his own knowledge.

EXECUTED in Terrestbury, Massachusetts on
May 31, 1993.



Anil Singhal
President



Narendra Popat
Secretary

f: ezs\front6\merger.pln

FRONTIER SOFTWARE DEVELOPMENT, INC.

(Massachusetts Corporation)

OFFICERS' CERTIFICATE

Anil Singhal and Narendra Popat certify that:

1. They are the President and the Clerk, respectively, of Frontier Software Development, Inc., a corporation organized under the laws of The Commonwealth of Massachusetts (the "Corporation").

2. The Corporation has authorized two classes of stock, designated "Voting Common Stock" and "Nonvoting Common Stock."

3. There were 80,000 shares of Voting Common Stock issued and outstanding as of the date of the shareholders meeting 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 on May 31, 1993 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 66% of the votes entitled to be cast by holders of Voting Common Stock outstanding as of the Record Date, voting as a single class.

6. In accordance with Section 253(a) of the Delaware General Corporation Law, the Merger has been adopted, approved, certified, executed and acknowledged by the Corporation in accordance with Chapter 156B of the Massachusetts General Laws.

7. Anil Singhal and Narendra Popat each further declares under penalty of perjury under the laws of The Commonwealth of Massachusetts that each has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

EXECUTED in Tewksbury, Massachusetts on May 31, 1993.



Anil Singhal



Narendra Popat