

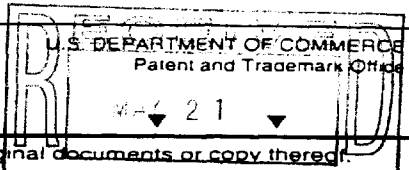
MD
S-U-99

06-02-1999



101053041

EET
-Y



Tab settings

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DollarMark Solutions, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: _____

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

Name: BancWare, Inc.

Internal Address: 9th Floor

Street Address: 88 Broad Street

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Massachusetts
- 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 registration number(s):

A. Trademark Application No.(s)

75/408622

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: H. Graham Beene

Internal Address: Burr & Forman LLP
Suite 3100

Street Address: 420 North 20th Street

City: Birmingham State: AL ZIP: 35203

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:

(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.

H. Graham Beene
Name of Person Signing

H. Graham Beene
Signature

May 21, 1999
Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

06/01/1999 DMGUYEN 00000050 75408622

01 FC:481

40.00 DP

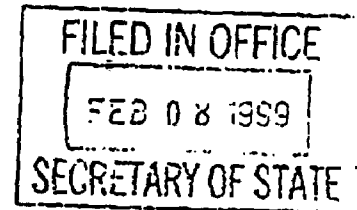
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 001904 FRAME: 0925

AGREEMENT AND ARTICLES OF MERGER



AGREEMENT AND ARTICLES OF MERGER, dated this the 8th day of February, 1999 (these "Articles of Merger"), made by and between BANCWARE, INC., a Massachusetts corporation ("BancWare"), and DOLLARMARK SOLUTIONS, INC., an Alabama corporation ("DollarMark");

BACKGROUND

DollarMark is an Alabama corporation in the business of designing, developing, licensing, selling and maintaining proprietary asset and liability management software for thrifts, banks and other financial institutions. BancWare is a Massachusetts corporation in the business of designing, developing, licensing, selling and maintaining the proprietary asset and liability management software designed and developed by BancWare and of providing related services for thrifts, banks and other financial institutions. SunGard Investment Ventures Inc. owns, 100% of the issued and outstanding shares of capital stock of each DollarMark and BancWare.

The parties desire that DollarMark be merged with and into BancWare (the "Merger"), as authorized by the Alabama Business Corporation Act and the Massachusetts General Laws and pursuant to the terms and conditions hereinafter set forth. The Board of Directors of BancWare has determined that the Merger and the other transactions contemplated by these Articles of Merger (collectively, the "Transactions") are in the best interests of BancWare and its shareholders. The Board of Directors of DollarMark has determined that the Transactions are in the best interests of DollarMark and its shareholders.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and subject to the satisfaction of the terms and conditions set forth herein, the parties hereto, intending to be legally bound, agree as follows:

1 Plan of Merger. The following Plan of Merger was duly approved by the Board of Directors of each of DollarMark and BancWare and approved in the manner prescribed by laws by the shareholders of each of the corporations participating in the merger:

1.1 *The Merger.*

(1) *The Merger.* Pursuant to the terms and conditions of (i) this Plan of Merger, and (ii) the laws of the State of Alabama and the Commonwealth of Massachusetts, on the Effective Date (as defined below), DollarMark shall merge with and into BancWare, the separate existence of DollarMark shall cease and BancWare shall be the surviving corporation (the "Surviving Corporation") under the name "BancWare, Inc." The Surviving Corporation shall continue to exist and to be governed by the laws of the Commonwealth of Massachusetts, and the Merger shall have the effect provided for under the laws of such commonwealth.

(2) *Articles of Incorporation.* The Articles of Incorporation of BancWare in effect on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with applicable law.

(3) *Bylaws.* The Bylaws of BancWare in effect on the Effective Date shall be the Bylaws of the Surviving Corporation until further amended in accordance with applicable law.

(4) *Directors and Officers.* From and after the Effective Date, until successors are duly elected or appointed in accordance with applicable law, the directors of BancWare on the Effective Date shall be the directors of the Surviving Corporation and the officers of BancWare on the Effective Date shall be the officers of the Surviving Corporation.

(5) *Effective Date.* The Merger shall become effective upon the filing of Articles of Merger with the Secretary of States of the State of Alabama and the Commonwealth of Massachusetts. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

1.2 *Conversion of BancWare Stock.* As of the Effective Date, each share of the total of 1,000 shares of common stock of BancWare, \$1.00 par value per share, issued and outstanding immediately prior to the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, shall on the Effective Date no longer be outstanding and shall be canceled and retired and cease to exist, and shall be converted automatically into and become one share of common stock of the Surviving Corporation, \$1.00 par value per share ("Surviving Corporation Stock").

1.3 *Conversion of DollarMark Capital Stock.*

(1) As of the date of the Plan of Merger, (i) there were 1,000 shares of common stock of DollarMark, \$1.00 par value per share ("DollarMark Stock"), issued and outstanding, (ii) there are no other shares of capital stock of DollarMark issued or outstanding, and (iii) there are no outstanding options, warrants to purchase or other securities convertible into or exchangeable for shares of DollarMark Stock.

(2) As of the Effective Date, each share of DollarMark Stock issued and outstanding immediately prior to the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, shall on the Effective Date no longer be outstanding and shall be canceled and retired and ceased to exist.

1.4 *Fractional Shares.* No fractional shares of Surviving Corporation Stock shall be issued as a result of the Merger. In lieu of the issuance of fractional shares, the aggregate number of shares of Surviving Corporation Stock to be issued to each shareholder of BancWare in accordance with the Plan of Merger shall be rounded to the nearest whole number of shares of Surviving Corporation Stock; except that, if the fraction of a share of Surviving Corporation Stock which any shareholder of DollarMark would otherwise be entitled to receive is equal to or more than one-half of one percent (0.5%) of the total shares of Surviving Corporation Stock such shareholder is entitled to receive, then the number of shares of Surviving Corporation Stock to be issued to such shareholder in accordance with the Plan of Merger shall be rounded up to the nearest whole number of shares of Surviving Corporation Stock.

1.5 *Treasury Stock.* Each share of DollarMark Stock held in treasury of DollarMark immediately prior to the Effective Date shall be canceled without any conversion thereof, and no payment shall be made with respect thereto.

1.6 *No Transfers.* On the Effective Date: (a) all shares of DollarMark Stock outstanding immediately prior to the Effective Date shall automatically be canceled and retired and shall cease to exist as provided in Section 1.3, and all holders of certificates representing shares of DollarMark Stock that were outstanding immediately prior to the Effective Date shall cease to have any rights as shareholders of DollarMark; and (b) the stock transfer books of DollarMark shall be closed with respect to all shares of DollarMark Stock outstanding immediately prior to the Effective Date. No further transfer of any such shares of DollarMark Stock shall be made on such stock transfer books after the Effective Date.

1.7 *Exchange of Certificates.* On or prior to the Effective Date, the shareholders of DollarMark shall deliver the certificates representing all of the issued and outstanding shares of DollarMark Stock to BancWare.

1.8 *Dissenter's Rights.* The shareholders of DollarMark and BancWare shall be entitled to exercise the rights of dissenting shareholders with respect to the Merger and the Plan of Merger, as provided by the laws of the Commonwealth of Massachusetts and the State of Alabama, respectively. The Surviving Corporation shall be responsible for paying all cash amounts due to dissenting shareholders of BancWare or DollarMark.

1.9 *Entire Understanding.* This Plan of Merger states the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. No amendment or modification of this Plan of Merger, and no waiver of any provision of this Plan of Merger, shall be effective unless in writing and signed by the party against whom enforcement is sought. BancWare may agree to any amendment or supplement to this Plan of Merger, or a waiver of any provision of this Plan of Merger, either before or after the approval of BancWare's shareholders is obtained and without seeking further shareholder approval, so long as such amendment, supplement or waiver does not change any of the principal terms of this Plan of Merger.

1.10 *Parties in Interest.* This Plan of Merger shall bind, benefit and be enforceable by and against the parties hereto and their respective successors and assigns. No party hereto shall in any manner assign any of its rights or obligations under this Plan of Merger without the express prior written consent of the other parties. Nothing in this Plan of Merger is intended to confer, or shall be deemed to confer, any rights or remedies upon any persons other than the parties hereto and their respective stockholders and directors.

1.11 *Severability.* If any provision of this Plan of Merger is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

1.12 *Section Headings.* Section and subsection headings in this Plan of Merger are for convenience of reference only, do not constitute a part of this Plan of Merger, and shall not affect its interpretation.

1.13 *References.* All words used in this Plan of Merger shall be construed to be of such number and gender as the context requires or permits.

2 **Voting of Shares.** With respect to each corporation party to the Merger, the designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on these Articles of Merger, and the number of votes cast for and against these Articles of Merger are as follows:

Corporation	Designation	Outstanding Shares	# entitled to be cast	# cast for	# cast against
BancWare	Common	1,000	1,000	1,000	0
DollarMark	Common	1,000	1,000	1,000	0

3 **Shareholder Approval.** The number of votes cast for these Articles of Merger by each voting group entitled to cast votes thereon was sufficient for approval of these Articles of Merger by such voting group.

4 **Filing of Articles of Incorporation.** The county in which the Articles of Incorporation of DollarMark were filed is Jefferson County, Alabama.

(End of Page 4)

IN TESTIMONY WHEREOF, each undersigned corporation has caused this Agreement and Articles of Merger to be signed by a duly authorized officer as of the 5th day of February, 1999.

BANCWARE, INC.,
a Massachusetts corporation

By: Thomas J. McDougal
Thomas J. McDougal
Vice President, Chief Financial Officer
and Treasurer

DOLLARMARK SOLUTIONS, INC.,
an Alabama corporation

By: Richard C. Tarbox
Richard C. Tarbox
Vice President