

08-27-1999



101110061

RECORDATION FORM COVER SHEET  
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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

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

# CH 50.00

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Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK  
REEL: 001921 FRAME: 0278

**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

(310) 286-0377

Name

HECKER & HARRIMAN

Address (line 1)

1925 Century Park East, Suite 2300

Address (line 2)

Address (line 3)

Address (line 4)

Los Angeles, California 90067

**Pages**

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

#

8

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

1707832	<input type="text"/>	<input type="text"/>
1762485	<input type="text"/>	<input type="text"/>
1789317	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00 paid already

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:

#

08-1520

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.

Tracy M. O'Brien

Name of Person Signing

*Tracy M. O'Brien*  
Signature

*3/26/79*  
Date Signed

Date Signed

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), is entered into as of May 13, 1991, between QUARTERDECK OFFICE SYSTEMS, a California corporation ("Quarterdeck California"), and QUARTERDECK OFFICE SYSTEMS, INC., a Delaware corporation ("Quarterdeck Delaware"). Quarterdeck California and Quarterdeck Delaware are sometimes referred to herein as the "Constituent Corporations."

The authorized capital stock of Quarterdeck California consists of 25,000,000 shares of Common Stock, without par value. The authorized capital stock of Quarterdeck Delaware consists of 30,000,000 shares of Common Stock, \$.001 par value, and 2,000,000 shares of Preferred Stock, \$.001 par value.

The directors of the Constituent Corporations deem it advisable and to the advantage of these corporations that Quarterdeck California merge into Quarterdeck Delaware upon the terms and conditions contained herein.

NOW, THEREFORE, the parties hereby adopt the plan of merger encompassed by this Merger Agreement and hereby agree that Quarterdeck California shall merge into Quarterdeck Delaware as herein provided.

SECTION 1

TERMS AND CONDITIONS

1.1 Merger. Subject to compliance with all applicable laws and to the terms and conditions of this Merger Agreement, Quarterdeck California shall be merged with and into Quarterdeck Delaware, and Quarterdeck Delaware shall be the surviving corporation (the "Surviving Corporation"), effective as of the date when this Merger Agreement is filed with the Secretary of State of the State of Delaware (the "Effective Date") provided such Merger Agreement is also filed with the Secretary of State of the State of California as required by Section 1108(d) of the California Corporations Code.

1.2 Succession. On the Effective Date, Quarterdeck Delaware shall succeed to all of the rights, privileges, powers and property, including, without limitation, all rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description, of Quarterdeck California, in the manner of and as more fully set forth in Section 259(a) of the General Corporation Law of the State of Delaware.

1.3 Stock of Quarterdeck California and Quarterdeck Delaware. Upon the Effective Date, by virtue of the merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Common Stock of Quarterdeck California, without par value, issued and outstanding immediately prior to the Effective Date shall be changed and converted into and become one fully paid and non-assessable share of the Common Stock of Quarterdeck Delaware, \$.001 par value; and (ii) each share of Common Stock of Quarterdeck Delaware, \$.001 par value, issued and outstanding immediately prior to the Effective Date, shall be cancelled and returned to the status of authorized but unissued shares, without the payment of any consideration therefor.

1.4 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that prior to that time represented shares of the Common Stock of Quarterdeck California shall be deemed for all purposes to evidence ownership of and to represent the shares of Quarterdeck Delaware into which the shares of Quarterdeck California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of Quarterdeck Delaware or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to Quarterdeck Delaware or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Quarterdeck Delaware evidenced by such outstanding certificate as provided above.

1.5 Employee Plans and Convertible Securities. On the Effective Date, Quarterdeck Delaware will assume and continue all employee benefit and stock plans of Quarterdeck California, and the outstanding and unexercised or unconverted portions of all options, warrants or rights to purchase Common Stock of Quarterdeck California (including rights of conversion under outstanding convertible securities of Quarterdeck California) shall, upon the Effective Date, become options, warrants or rights for the same number of shares of Common Stock of Quarterdeck Delaware, with no other changes in the terms and conditions of such options, warrants or rights.

SECTION 2

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Quarterdeck Delaware as in effect immediately prior to the Effective Date shall remain the Certificate of Incorporation and Bylaws of Quarterdeck Delaware after the Effective Date.

2.2 Directors and Officers. The directors and officers of Quarterdeck Delaware immediately prior to the Effective Date shall remain the directors and officers of Quarterdeck Delaware after the Effective Date.

SECTION 3

MISCELLANEOUS

3.1 Further Assurances. From time to time, and when required by Quarterdeck Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Quarterdeck California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate and necessary in order to vest or perfect, or to conform of record or otherwise, in Quarterdeck Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Quarterdeck California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Quarterdeck Delaware are fully authorized in the name and on behalf of Quarterdeck California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the shareholders of Quarterdeck California, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of Quarterdeck Delaware and Quarterdeck California to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the merger may be abandoned by the Board of Directors of Quarterdeck California, notwithstanding the approval of this Merger Agreement by the

shareholders of Quarterdeck California, or the consummation of the merger may be deferred for a reasonable period if, in either case, in the opinion of the Board of Directors of Quarterdeck California, such action would be in the best interests of such corporation, including, without limitation, the failure by the Constituent Corporations to obtain (i) any and all consents or approvals from any governmental agency having jurisdiction and other third parties that are required for the lawful consummation of the merger and (ii) the approval by the requisite vote of the shareholders of Quarterdeck California in accordance with California law.

3.4 Governing Law. This Merger Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

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

QUARTERDECK OFFICE SYSTEMS,  
a California corporation

By Therese E. Myers  
Therese E. Myers, President


ATTEST:

Gary W. Pope  
Gary W. Pope  
Executive Vice President  
- Development and Secretary

CERTIFICATE OF SECRETARY  
OF QUARTERDECK OFFICE SYSTEMS

I, Gary W. Pope, Secretary of Quarterdeck Office Systems, a California corporation ("Quarterdeck"), do hereby certify as such Secretary, in accordance with the General Corporation Laws of the States of California and Delaware, that a form of the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached was duly submitted to the shareholders of Quarterdeck, and that said Agreement was duly approved by holders of all of the outstanding shares of Common Stock and Preferred Stock of Quarterdeck pursuant to an action by written consent, and that thereby said Agreement was duly adopted as the act of the shareholders of Quarterdeck and as the agreement and act of Quarterdeck.

IN WITNESS WHEREOF, I have executed this Certificate this 3rd day of June, 1991.

  
\_\_\_\_\_  
Gary W. Pope, Secretary

CERTIFICATE OF SECRETARY  
OF QUARTERDECK OFFICE SYSTEMS, INC.

I, Gary W. Pope, Secretary of Quarterdeck Office Systems, Inc., a Delaware corporation ("Quarterdeck Delaware"), do hereby certify as such Secretary, in accordance with the General Corporations Laws of the States of Delaware and California, that a form of the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached was adopted pursuant to Section 251(f) of the Delaware General Corporation Law and that, prior to the adoption by Quarterdeck Delaware's Board of Directors of the resolutions approving the Agreement, there were no shares of Quarterdeck Delaware stock issued.

IN WITNESS WHEREOF, I have executed this Certificate this 3rd day of June, 1991.

  
Gary W. Pope, Secretary

4/17/05 10:05 AM LYG  
032091



12-02-1998



100909675

RECORDATION FORM COVER SHEET  
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MRD 8-7-98

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- New
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Execution Date  
Month Day Year

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DBA/AKA/TA

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City State/Country Zip Code

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- Other

Citizenship/State of Incorporation/Organization

12/01/1998 NGUYEN 00000135 1707832

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01 FC:481  
02 FC:482

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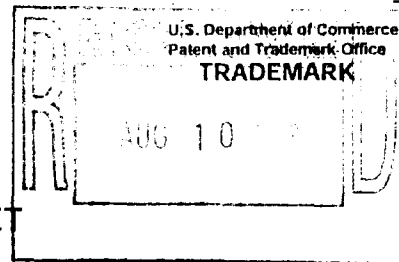
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04-08-1999



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MRW 8/10/99

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