

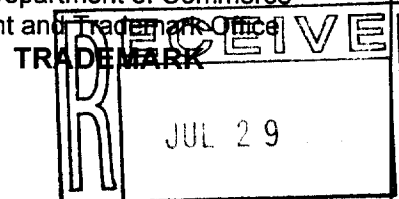
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-03-1999



101106368

U.S. Department of Commerce
Patent and Trademark Office



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 **7-29-99**

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- License
- Nunc Pro Tunc Assignment
- Change of Name
- Other

Effective Date
Month Day Year
9/28/98

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
- 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.)

Citizenship/State of Incorporation/Organization

390E

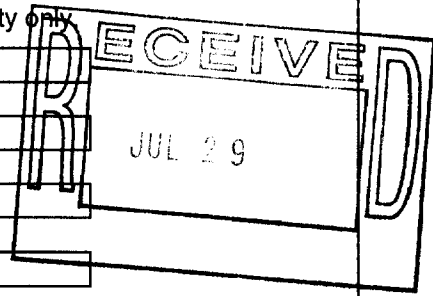
08/12/1999 MTHALL 00000130 75375537

FOR OFFICE USE ONLY

01 FC-481 40.00 DP
02 FC-482
The public burden reporting for this 350100100 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).

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 (617) 248-7176

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. # 12

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)			
75/375,537	75/375,536	75/375,282	75/394,480	1,884,400	1,859,308	2,169,304	1,905,367
74/685,212	75/286,611	75/550,972	75/550,971	1,894,849	2,065,392	1,904,140	

Number of Properties Enter the total number of properties involved. # 15

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 390.00

Method of Payment: Enclosed Deposit Account

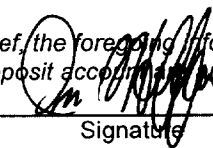
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #20-0531

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.

Ira V. Heffan  July 29, 1999

Name of Person Signing Signature Date Signed

Office of the Secretary of State

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 MERGER, WHICH MERGES:

"LILLY SOFTWARE ASSOCIATES, INC.", A NEW HAMPSHIRE CORPORATION,

WITH AND INTO "LILLY SOFTWARE ASSOCIATES, INC." UNDER THE NAME OF "LILLY SOFTWARE ASSOCIATES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 1998, AT 1:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

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981374758

AUTHENTICATION: 9325050

DATE: 09-28-98

**CERTIFICATE OF MERGER OF
LILLY SOFTWARE ASSOCIATES, INC.
a New Hampshire Corporation,
WITH AND INTO
LILLY SOFTWARE ASSOCIATES, INC.
a Delaware Corporation**

The undersigned corporation, organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"),

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Lilly Software Associates, Inc.	New Hampshire
Lilly Software Associates, Inc.	Delaware

SECOND: That the Agreement and Plan of Merger, dated as of September 28, 1998, between the constituent corporations (the "Merger Agreement") has been approved, adopted certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252(c) of the DGCL.

THIRD: That the name of the surviving corporation in the merger is Lilly Software Associates, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of Lilly Software Associates, Inc. shall be the Certificate of Incorporation of the surviving corporation.

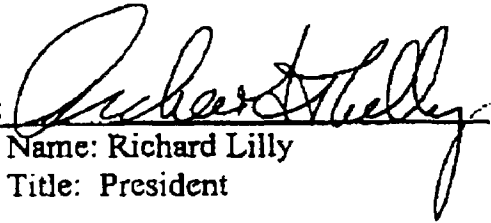
FIFTH: The executed Merger Agreement is on file at the principal place of business of the surviving corporation at 500 Lafayette Road, Hampton, New Hampshire 03842.

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of Lilly Software Associates, Inc., a constituent corporation which is a New Hampshire corporation, consists of 500,000 shares, of common stock having a par value of \$1.00 per share.

IN WITNESS WHEREOF, Lilly Software Associates, Inc. has caused this certificate to be signed as of this 28th day of September, 1998.

LILLY SOFTWARE ASSOCIATES, INC.

By: 
Name: Richard Lilly
Title: President

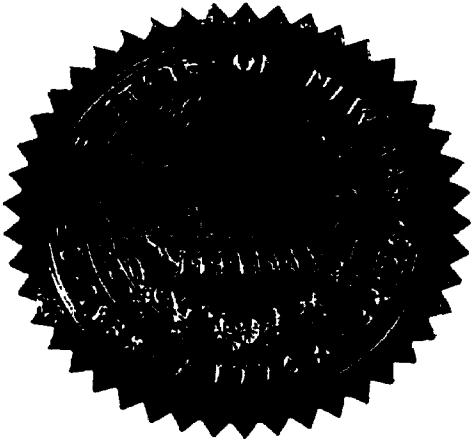
State of New Hampshire
Department of State

CERTIFICATE OF MERGER
OF DOMESTIC AND FOREIGN CORPORATIONS
INTO
LILLY SOFTWARE ASSOCIATES, INC.

The undersigned, as Deputy Secretary of State of the State of New Hampshire, hereby certifies that Articles of Merger of LILLY SOFTWARE ASSOCIATES, INC., A NEW HAMPSHIRE CORPORATION, into LILLY SOFTWARE ASSOCIATES, INC., A DELAWARE CORPORATION, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, have been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger of LILLY SOFTWARE ASSOCIATES, INC. into LILLY SOFTWARE ASSOCIATES, INC., and attaches hereto a copy of the Articles of Merger.

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of September A.D. 1998



A handwritten signature in cursive script, reading "Robert P. Ambrose".

Robert P. Ambrose
Deputy Secretary of State

FILED

STATE OF NEW HAMPSHIRE

SEP 28 1998

Form No. 26
RSA 293-A:11.05

Filing fee: \$35.00
Use black print or type.
Leave 1" margins both sides.

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

ARTICLES OF MERGER OF DOMESTIC AND FOREIGN CORPORATIONS

Lilly Software Associates, Inc.
(surviving corporation)

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED DOMESTIC AND FOREIGN CORPORATIONS ADOPT THE FOLLOWING ARTICLES OF MERGER FOR THE PURPOSE OF MERGING THEM INTO ONE OF SUCH CORPORATIONS:

FIRST: The plan of merger was approved by each of the undersigned corporations in the manner prescribed by the New Hampshire Business Corporation Act. THE PLAN OF MERGER IS ATTACHED.

Name of Domestic Corporation Lilly Software Associates, Inc.

- (Check one) A. Shareholder approval was not required.
- B. Shareholder approval was required. (Note 1)

Designation (class or series) of voting group	No. of shares outstanding	Total no. of votes entitled to be cast	Total no. of votes cast		OR	Total no. of undisputed votes FOR
			FOR	AGAINST		
Common Stock	492,000	492,000				300,000

SECOND: The number of votes cast for the plan by each voting group was sufficient for approval by each voting group.

Name of Foreign Corporation Lilly Software Associates, Inc.

State of Incorporation Delaware

THIRD: The laws of the state under which the foreign corporation was organized permit such a merger and the foreign corporation has complied with the laws of that state in effecting the merger.

FOURTH: The aggregate number of shares, which the surviving corporation has authority to issue as a result of the merger is: (Note 2) N/A

Dated September 28, 19 98

Lilly Software Associates, Inc. (Note 3)

By  (Note 4)
Signature of its Vice President & Assistant Secretary

Ronald E. Ripley
Print or type name

Lilly Software Associates, Inc. (Note 3)

By  (Note 4)
Signature of its Vice President & Assistant Secretary

Ronald E. Ripley
Print or type name

- Notes:
1. All sections under "B." must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
 2. Complete this section if surviving corporation is a domestic corporation.
 3. Exact corporate names of respective corporations executing the Articles.
 4. Signature and title of person signing for the corporation. Must be signed by Chairman of the Board of Directors, President or other officer; or see RSA 293-A:1.20(f) for alternative signatures.

Mail fee and ORIGINAL and ONE EXACT OR CONFORMED COPY.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 28th day of September, 1998 between Lilly Software Associates, Inc., a corporation organized under the laws of the State of New Hampshire ("Lilly-NH"), and Lilly Software Associates, Inc., a wholly-owned subsidiary of Lilly-NH organized under the laws of the State of Delaware ("Lilly-DE"). The two corporations are hereinafter sometimes called the "Constituent Corporations." Lilly-NH is hereinafter also sometimes referred to as the "Merged Corporation," and Lilly-DE is hereinafter also sometimes referred to as the "Surviving Corporation."

WITNESSETH:

WHEREAS, the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Lilly-NH be merged with and into Lilly-DE under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of New Hampshire and the State of Delaware in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Lilly-DE by its Certificate of Incorporation has an authorized capital stock consisting of 1,000,000 shares of Common Stock, \$.01 par value per share, of which 100 shares of such Common Stock are now issued and outstanding, and such 100 shares of issued and outstanding Common Stock shall be canceled at the effective time of the merger; and

WHEREAS, Lilly-NH by its Articles of Incorporation has an authorized capital stock consisting of 500,000 shares of Common Stock, \$1.00 par value per share, of which 492,500 shares are now issued and outstanding; and

WHEREAS, the registered office of Lilly-NH in the State of New Hampshire is located at 9 Capitol Street, Concord, New Hampshire, 03301; and the registered office of Lilly-DE in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware, 19801.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the effective time of the merger, Lilly-NH shall merge with and into Lilly-DE, which shall be the Surviving Corporation. The separate existence of Lilly-NH shall cease at the effective time of the merger in accordance with applicable law.

SECOND: The certificate of incorporation of Lilly-DE, as in effect immediately prior to the effective time of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The manner of converting the outstanding shares of the capital stock of the Constituent Corporations in the merger shall be as follows:

- (a) The one hundred (100) shares of Common Stock of Lilly-DE, which are issued and outstanding immediately prior to the effective time of the merger shall, without any further action on the part of anyone, be canceled at and as of the effective time of the merger.
- (b) Each share of Common Stock of the Merged Corporation which shall be outstanding immediately prior to the effective time of the merger, and all rights in respect thereof shall, without any further action on the part of anyone, be converted into one (1) share of Common Stock of the Surviving Corporation at and as of the effective time of the merger.
- (c) After the effective time of the merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of the Merged Corporation shall cease to have any rights as a stockholder of the Merged Corporation except as such are expressly reserved to such stockholder by statute. After the effective time of the merger, each holder of any outstanding certificate or certificates representing shares of Common Stock of the Merged Corporation shall surrender the same to the Surviving Corporation and each such holder

shall be entitled upon such surrender to receive the number of shares of Common Stock of the Surviving Corporation on the basis provided in subsection (b) immediately above. Until so surrendered, the certificates representing the outstanding shares of the capital stock of the Merged Corporation to be converted into the capital stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though such surrender and exchange had taken place. For purposes of this Agreement and Plan of Merger, any shares of common stock which the Merged Corporation authorized to be issued without a certificate, as provided in Section 6.26 of the New Hampshire Business Corporation Act, shall be converted into shares of the Surviving Corporation in accordance with subsection (b) and this subsection (c) of this Article Third.

FOURTH: The terms and conditions of the merger, in addition to the foregoing, are as follows:

(a) The By-laws of the Surviving Corporation as they shall exist at the effective time of the merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been duly elected and qualified.

(c) The merger shall have the effects set forth in this Agreement and Plan of Merger, Section 11.06 of the New Hampshire Business Corporation Act and Section 259 of the General Corporation Law of the State of Delaware.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent

Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

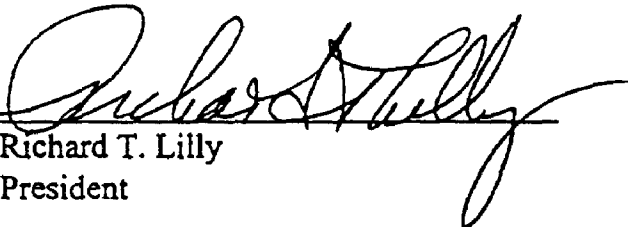
(e) This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall become effective at the time that any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the New Hampshire Business Corporation Act and the General Corporation Law of the State Delaware, are accepted for filing by the appropriate office of the State of New Hampshire and the office of the Secretary of State of the State of Delaware, respectively.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (ii) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective time of the merger. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.


(g) From the effective time of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement and Plan of Merger.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the President and attested by the Assistant Secretary of each party hereto.

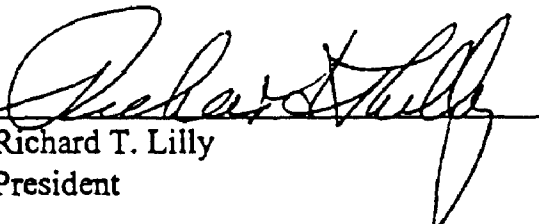
LILLY SOFTWARE ASSOCIATES, INC.
(a New Hampshire corporation)

By: 
Richard T. Lilly
President

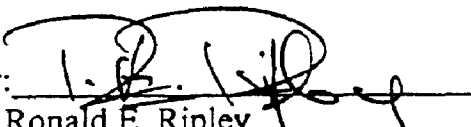
ATTEST:

By: 
Ronald E. Ripley
Assistant Secretary

LILLY SOFTWARE ASSOCIATES, INC.
(a Delaware corporation)


By: 
Richard T. Lilly
President

ATTEST:

By: 
Ronald E. Ripley
Assistant Secretary


Assistant Secretary's Certificate

I hereby certify that the Agreement and Plan of Merger was duly adopted by the shareholders of Lilly Software Associates, Inc., a New Hampshire corporation, at a Special Meeting of the Shareholders held on September 28, 1998.



Ronald E. Ripley
Assistant Secretary

I hereby certify that the Agreement and Plan of Merger was duly adopted by the sole stockholder of Lilly Software Associates, Inc., a Delaware corporation, by written consent dated September 28, 1998.



Ronald E. Ripley
Assistant Secretary