

12-22-1999



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VER SHEET

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

TRADEMARKS ONLY

MRD 11-30-99

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
Effective Date
Month Day Year

☐ 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

☐ 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 from Assignment.)

12/21/1999 TTON11 00000118 2002873

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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 the 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), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027. Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002002 FRAME: 0803

Page 2

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

(650) 858-7209

Name

Linda G. Henry, Esq.

Address (line 1)

Fenwick & West LLP

Address (line 2)

Two Palo Alto Square

Address (line 3)

Address (line 4)

Palo Alto, California 94306

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

#

7

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).

Trade Application Number(s)

Registration Number(s)

XXX

XXX

XXX

2,082,873

2,011,234

XXX

XXX

XXX

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2,031,625

XXX

XXX

XXX

XXX

XXX

2,031,623

XXX

XXX

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

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:

#

50-0261

Authorization to charge additional fees:

Yes ☒

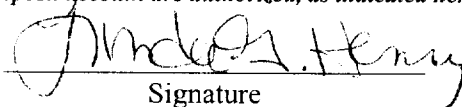
No ☐

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.

Linda G. Henry, Esq.

Name of Person Signing



Signature

November 29, 1999

Date Signed

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:

"INTUIT MERGER SUB, INC.", A DELAWARE CORPORATION,

WITH AND INTO "GALT TECHNOLOGIES, INC." UNDER THE NAME OF "GALT TECHNOLOGIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF SEPTEMBER, A.D. 1996, AT 9 O'CLOCK A.M.

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



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2659266 8100M

960255647

AUTHENTICATION: 8090320

DATE: 09-03-96

TRADEMARK
REEL: 002002 FRAME: 0805

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "*Agreement*") is made and entered into as of September 3, 1996 (the "*Agreement Date*") by and between Intuit Merger Sub, Inc., a Delaware corporation ("*Sub*") that is a wholly-owned subsidiary of Intuit Inc., a Delaware corporation ("*Intuit*"), and GALT Technologies, Inc., a Pennsylvania corporation ("*GALT*").

RECITALS

A. Intuit and GALT have entered into an Agreement and Plan of Reorganization, dated as of October 24, 1995 (the "*Plan*"), providing for certain representations, warranties and agreements in connection with the transactions contemplated hereby, in accordance with the Pennsylvania Business Corporation Law (the "*Pennsylvania Law*") and the Delaware General Corporation Law (the "*Delaware Law*").

B. The Boards of Directors of Intuit, Sub and GALT have determined it to be advisable and in the respective interests of Intuit, Sub and GALT and their stockholders that Sub be merged with and into GALT through a statutory merger of Sub into GALT, in which GALT will be the surviving corporation of such merger.

C. The Plan, this Agreement and the Merger (as defined below) have been approved by Intuit, in its own right and in its capacity as the sole stockholder of Sub and by the stockholders of GALT in accordance with Pennsylvania and Delaware law.

NOW, THEREFORE, Sub and GALT hereby agree as follows:

1. **CERTAIN DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 The "*Merger*" means the merger of Sub with and into GALT contemplated by this Agreement.

1.2 "*Effective Time*" means the time and date on which this Agreement (or, under Delaware law, a Certificate of Merger conforming to the requirements of Section 252 of the Delaware Law) and any required officers' certificates are filed with the offices of the Delaware Secretary of State and the Pennsylvania Department of State and the Merger becomes effective under Delaware and Pennsylvania law.

1.3 "*Intuit Common Stock*" means the Common Stock, \$0.01 par value, of Intuit.

1.4 "*Intuit Price Per Share*" means \$47.275, which is the average of the closing prices of Intuit Common Stock as quoted on the Nasdaq National Market System and reported in The Wall Street Journal for the ten (10) trading days ending on (and inclusive of) October 18, 1995.

- 1.5 **"GALT Common Stock"** means the Common Stock, \$0.01 par value, of GALT.
- 1.6 **"GALT Series A Preferred Stock"** means the Series A Participating Preferred Stock, \$0.01 par value, of GALT.
- 1.7 **"GALT Stock"** means GALT Common Stock and GALT Series A Preferred Stock, collectively.
- 1.8 **"GALT Options"** means options to purchase GALT Common Stock from GALT granted by GALT to GALT employees under GALT's 1995 Stock Option Plan (the **"GALT Option Plan"**).
- 1.9 **"GALT Derivative Securities"** means, collectively, (a) any warrant, option, right or other security that entitles the holder thereof to purchase or otherwise acquire any shares of the capital stock of GALT (**"GALT Warrants"**); (b) any note, evidence of indebtedness, stock or other security that is convertible into or exchangeable for any shares of the capital stock of GALT or any GALT Warrant (**"GALT Convertible Security"**); and (c) any, warrant, option, right or other security that entitles the holder thereof to purchase or otherwise acquire any GALT Convertible Security or any GALT Warrant; provided, however, that the term **"GALT Derivative Securities"** does not include any GALT Options.
- 1.10 **"Fully Diluted GALT Shares"** means that number of shares of GALT Common Stock that is equal to the sum of: (a) the total number of shares of GALT Common Stock that are issued and outstanding immediately prior to the Effective Time; plus (b) the total number of shares of GALT Common Stock, if any, that are directly or indirectly ultimately issuable by GALT upon the exercise, conversion or exchange of all GALT Derivative Securities (including but not limited to shares of GALT Series A Preferred Stock) that are issued and outstanding immediately prior to the Effective Time (but excluding the shares of GALT Common Stock, if any, that are ultimately issuable upon the exercise of all GALT Options that are issued and outstanding immediately prior to the Effective Time).
- 1.11 **"GALT Dissenting Shares"** means any shares of GALT Stock that are held by a GALT shareholder as to which dissenter's rights to require the payment of the fair value of such shares as provided in Chapter 15 of the Pennsylvania Business Corporation Law have been duly and properly exercised and perfected.
- 1.12 **"GALT Series A Preference Amount"** means the sum of \$334,459.77.
- 1.13 **"Unadjusted Conversion Number"** means the number equal to the fraction (a) whose numerator is the quotient obtained by dividing the Merger Amount (as defined below) by the number of shares of GALT Common Stock equal to the Fully Diluted GALT Shares, and (b) whose denominator is the Intuit Price Per Share. As used herein, the **"Merger Amount"** shall initially mean the sum of Nine Million Dollars (\$9,000,000), provided that the Merger Amount shall be subject to adjustment from time to time as provided in Sections 11.2 and 11.3 of the Plan, and upon each such adjustment, the adjusted Merger Amount shall become the Merger Amount.

1.14 **"GALT Non-Intuit-Related Revenue"** means the aggregate amount of revenue recognized by GALT on the accrual method of accounting during the time period commencing on January 1, 1996 and ending on August 31, 1996 (such time period being hereinafter referred to as the **"Measure Period"**), as determined in accordance with generally accepted accounting principles consistently applied, minus all Intuit-Related Revenue, as defined below. As used herein, the term **"Intuit-Related Revenue"** means all revenue recognized by GALT on the accrual method of accounting during the Measure Period that is derived in any manner from the Services Agreement dated of even date herewith to be entered into by and between Intuit and GALT concurrently with their execution of this Agreement, as determined in accordance with generally accepted accounting principles consistently applied.

1.15 **"Adjustment Factor"** means the quotient obtained by dividing the GALT Non-Intuit-Related Revenue by the cumulative sum of the GALT Non-Intuit-Related Revenue projected to be recognized by GALT during the Measure Period as indicated in the GALT Revenue Projection Schedule attached to the Plan as Exhibit 1.15; provided however, that the Adjustment Factor may not be less than one (1.00) or greater than one and eleven-hundredths (1.11) and accordingly, notwithstanding the foregoing, if the Adjustment Factor as calculated above would be a number less than one (1.00), then the Adjustment Factor shall be one (1.00) and if the Adjustment Factor as calculated above would be a number greater than one and eleven-hundredths (1.11), then the Adjustment Factor shall be one and eleven-hundredths (1.11). The parties acknowledge and agree that the Adjustment Factor has been determined to be one (1.00).

1.16 **"Adjusted Conversion Number"** means the product obtained by multiplying the Unadjusted Conversion Number by the Adjustment Factor.

1.17 **"Intuit Merger Shares"** means the number of shares of Intuit Common Stock, as presently constituted, equal to the product obtained by multiplying the Adjusted Conversion Number by the number of shares of GALT Common Stock equal to the Fully Diluted GALT Shares.

1.18 **"Intuit Preference Shares"** means that number of the Intuit Merger Shares that is equal to the number obtained by dividing the GALT Series A Preference Amount by the Intuit Price Per Share.

1.19 **"Intuit Participation Shares"** means that number of the Intuit Merger Shares remaining after the Intuit Preference Shares have been subtracted from the Intuit Merger Shares.

1.20 **"Series A Preference Conversion Number"** means that number obtained by dividing the Intuit Preference Shares by the total number of shares of GALT Series A Preferred Stock that are issued and outstanding immediately prior to the Effective Time.

1.21 **"Participation Conversion Number"** means that number obtained by dividing the number of Intuit Participation Shares by the number of Fully Diluted GALT Shares.

1.22 **"Preferred Participation Conversion Number"** means that number obtained by multiplying the Participation Conversion Number by the number of shares of GALT Common Stock into which each share of GALT Series A Preferred Stock is convertible under GALT's Articles of Incorporation immediately prior to the Effective Time.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Section 1 shall have the meanings assigned to such terms in this Agreement.

2. THE MERGER

2.1 The Merger. Subject to the terms and conditions of this Agreement, Sub shall be merged with and into GALT pursuant to this Agreement in accordance with applicable provisions of the laws of the State of Delaware and the Commonwealth of Pennsylvania, as follows:

2.1.1 Conversion of Shares. At the Effective Time, by virtue of the Merger and without the need for any action on the part of any holder of any shares of stock described below, and subject to the provisions of Section 2.9 hereof:

(a) Cancellation of GALT Treasury Stock. Each share of GALT Stock (if any) held by GALT as treasury stock immediately prior to the Effective Time shall be canceled and no payment or other consideration whatsoever shall be made or paid with respect thereto.

(b) Conversion of Sub Stock. Each share of the Common Stock of Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) share of GALT Common Stock which shall be issued and outstanding immediately after the Effective Time, and the shares of GALT Common Stock into which the shares of Sub are so converted shall be the only shares of GALT Stock that are issued and outstanding immediately after the Effective Time.

2.1.2. Conversion of GALT Stock. Each share of GALT Common Stock and each share of GALT Series A Preferred Stock that is issued and outstanding immediately prior to the Effective Time (other than any GALT Dissenting Shares as provided in Section 2.4) shall be converted into shares of Intuit Common Stock as follows, subject to the provisions of Section 2.5 regarding the elimination of fractional shares:

(a) GALT Series A Preferred Stock. Each share of GALT Series A Preferred Stock that is issued and outstanding immediately prior to the Effective Time shall be converted into a number of shares of Intuit Common Stock equal to the sum of the Series A Preference Conversion Number plus the Preferred Participation Conversion Number; and

(b) GALT Common Stock. Each share of GALT Common Stock that is issued and outstanding immediately prior to the Effective Time shall be converted into a number of shares of Intuit Common Stock equal to the Participation Conversion Number.

2.2 Assumption and Conversion of GALT Options. Subject to the provisions of Section 2.9 hereof, each GALT Option that is outstanding immediately prior to the Effective Time shall, by virtue of the Merger and at the Effective Time and without the need for any further action on the part of any holder thereof, be assumed by Intuit and converted into an option (an "*Intuit Option*") to purchase that number of shares of Intuit Common Stock determined by multiplying the number of shares of GALT Common Stock subject to such GALT Option immediately prior to the Effective Time by the Participation Conversion Number, at an exercise

price per share of Intuit Common Stock equal to the exercise price per share of GALT Common Stock that was in effect for such GALT Option immediately prior to the Effective Time divided by the Participation Conversion Number; provided, however, that if the foregoing calculation would result in an assumed and converted GALT Option being converted into an Intuit Option that, after aggregating all the shares of Intuit Common Stock issuable upon the exercise of such Intuit Option, would be exercisable for a fraction of a share of Intuit Common Stock, then the number of shares of Intuit Common Stock subject to such Intuit Option shall be rounded down to the nearest whole number of shares of Intuit Common Stock. The terms, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Code, if applicable, and all other terms and conditions of GALT Options (including but not limited to the terms and conditions applicable to such options by virtue of the GALT Option Plan) shall, to the extent permitted by law and otherwise reasonably practicable, be unchanged. Continuous employment with GALT shall be credited to the optionee for purposes of determining the vesting of the number of shares of Intuit Common Stock subject to exercise under the converted GALT Option after the Effective Time.

2.3 Adjustments for Capital Changes. If after the date of this Agreement and prior to the Effective Time, Intuit or GALT recapitalizes, either through a split-up or subdivision of its outstanding shares into a greater number of shares, or through a reverse split or combination of its outstanding shares into a lesser number of shares, or reorganizes, reclassifies or otherwise changes its outstanding shares into the same or a different number of shares of other classes (other than through a split-up, subdivision, reverse split or combination of shares provided for in the previous clause), or declares a dividend on its outstanding shares payable in shares or securities convertible into shares (a "*Capital Change*"), then the number of shares of Intuit Common Stock into which the shares of GALT Stock are to be converted in the Merger, and the number of shares of Intuit Common Stock to be issued upon exercise of the Intuit Options issued upon the conversion of GALT Options in the Merger, shall be adjusted appropriately (as agreed to by Intuit and GALT if it involves something other than a mathematical adjustment) so as to maintain the proportional interests of the holders of GALT Stock (and, indirectly, the GALT Options) in the outstanding Intuit Common Stock; provided, however, that the provisions of this Section shall not apply to any merger or other acquisition of GALT or any other transaction not permitted to be undertaken by GALT under the provisions of this Agreement. In the event that a Capital Change affecting Intuit Common Stock occurs after the date of this Agreement and prior to the Effective Time, then the Intuit Price Per Share shall be deemed to have been equitably adjusted to reflect such Capital Change as necessary to effect the purposes and intent of this Section.

2.4 GALT Dissenting Shares. Holders of GALT Dissenting Shares (if any) shall be entitled to their rights under Subchapter D (Sections 1571 et seq.) and Section 1930 of the Pennsylvania Business Corporation Law with respect to such shares and such GALT Dissenting Shares shall not be converted into shares of Intuit Common Stock in the Merger. GALT Stock as to which dissenting shareholders' rights of appraisal under the Pennsylvania Business Corporation Law have not been properly perfected shall, when such dissenting shareholders' rights can no longer be exercised, be converted into Intuit Common Stock as provided in Section 2.1.2.

2.5 Fractional Shares. No fractional shares of Intuit Common Stock shall be issued in connection with the Merger. In lieu thereof, each holder of GALT Stock who would otherwise be entitled to receive a fraction of a share of Intuit Common Stock, after aggregating all shares of Intuit Common Stock to be received by such holder, shall instead receive from Intuit, within twenty (20) business days after the Effective Time, an amount of cash equal to the Intuit Price Per Share (as adjusted to reflect any Capital Change of Intuit) multiplied by the fraction of a share of Intuit Common Stock to which such holder would otherwise be entitled.

2.6 Effects of the Merger. At and upon the Effective Time: (a) the separate existence of Sub shall cease and Sub shall be merged with and into GALT, and GALT shall be the surviving corporation of the Merger (the "*Surviving Corporation*") pursuant to the terms of this Agreement; (b) the Articles of Incorporation of GALT shall be amended to read as set forth in Attachment A hereto and shall be the Articles of Incorporation of the Surviving Corporation; (c) the Bylaws of GALT shall continue unchanged and shall be the Bylaws of the Surviving Corporation; (d) each share of GALT Stock outstanding immediately prior to the Effective Time and each GALT Option outstanding immediately prior to the Effective Time shall be converted as provided in this Section 2; (e) the persons who are the officers and directors of Sub immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation immediately after the Effective Time; and (f) the Merger shall, from and after the Effective Time, have all of the effects provided by applicable law.

2.7 Tax Free Reorganization. It is intended that the Plan and the Merger be a tax-free plan of reorganization in accordance with the provisions of Section 368(a)(1)(A) of the Code by virtue of the provisions of Section 368(a)(2)(E) of the Code.

2.8 Pooling of Interests. The parties intend that the Merger be treated as a "pooling of interests" for accounting purposes.

2.9 Section 11 Adjustments. Notwithstanding the foregoing provisions of this Section 2, the number of shares of Intuit Common Stock issuable to holders of GALT Stock in the Merger, and number of Intuit Options issuable to holders of GALT Options in the Merger, is subject to adjustment and increase as provided in Section 11 of the Plan.

3. CLOSING MATTERS

3.1 Exchange of Certificates.

3.1.1 At or before the Effective Time, each holder of shares of GALT capital stock shall surrender to Intuit for cancellation the certificate(s) for such shares (each a "*GALT Certificate*"), duly endorsed to Intuit or accompanied by duly executed stock powers and assignments separate from certificate transferring title to such shares to Intuit. Promptly after the Effective Time, and against receipt of such GALT Certificates, Intuit shall issue to each tendering holder of a GALT Certificate a certificate for the number of shares of Intuit Common Stock to which such holder is entitled pursuant to Section 2 hereof. All Intuit Common Stock delivered upon the surrender of GALT Stock in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such GALT Stock.

3.1.2 No dividends or distributions payable to holders of record of Intuit Common Stock after the Effective Time, or cash payable in lieu of fractional shares, shall be paid to the holder of any unsurrendered GALT Certificate until the holder of the GALT Certificate(s) surrenders such GALT Certificate to Intuit as provided above. Subject to the effect, if any, of applicable escheat and other laws, following surrender of any GALT Certificate, there shall be delivered to the person entitled thereto, without interest, the amount of any dividends and distributions therefor paid with respect to Intuit Common Stock so withheld as of any date subsequent to the Effective Time and prior to such date of delivery.

3.1.3 After the Effective Time there shall be no further registration of transfers on the stock transfer books of GALT or its transfer agent of the GALT Stock that was outstanding prior to the Effective Time. If, after the Effective Time, GALT Certificates are presented for any reason, they shall be canceled and exchanged as provided in this Section 3.1.

3.1.4 Until GALT Certificates representing GALT Stock outstanding prior to the Effective Time are surrendered pursuant to Section 3.1.1 above, such GALT Certificates shall be deemed, for all purposes, to evidence ownership of the number of shares of Intuit Stock into which the GALT Stock shall have been converted pursuant to Section 2.

3.2 Converted GALT Options. Upon the Effective Time, all original GALT stock option grant agreements representing GALT Options that were outstanding immediately prior to the Effective Time ("*GALT Option Grants*") shall represent the Intuit Options into which such GALT Options were converted in the Merger and may be presented to Intuit for exercise of such Intuit Options. Intuit, in its sole discretion, may elect to replace such GALT Option Grants with new Intuit Option Grant documents that do not change the terms on which the GALT Options are to be converted into Intuit Options under Section 2.2 hereof.

4. TERMINATION AND AMENDMENT

4.1 Agreement Subject to Termination by Written Mutual Consent. This Agreement, the Merger and all transactions related thereto may be terminated at any time prior to the Effective Time by the mutual written consent of Intuit and GALT.

4.2 Agreement Subject to Termination Upon Termination of Plan. This Agreement will terminate immediately in the event that the Plan is terminated in accordance with its terms.

4.3 Effect of Termination. In the event of the termination of this Agreement in accordance with Section 4.1 or Section 4.2 above, this Agreement will immediately become void and there will be no liability on the part of either Sub or GALT or their respective officers and directors on account of such termination, except as otherwise provided in the Plan.

4.4 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval by the shareholders of GALT, but, after such approval, no amendment will be made which by applicable law requires the further approval of GALT's shareholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of Sub and GALT.

5. MISCELLANEOUS

5.1 Plan. The Plan and this Agreement are intended to be construed together in order to effectuate their purposes.

5.2 Governing Law; Venue. The laws of the Commonwealth of Pennsylvania (irrespective of choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

5.3 Assignment; Binding Upon Successors and Assigns. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as regards any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

5.5 Agent for Service of Process. GALT hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Sub, as well as for enforcement of any obligations of GALT arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and GALT hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings, and a copy of such process shall be mailed by the Secretary of State to GALT at 5001 Baum Boulevard, Suite 750, Pittsburgh, PA 15213.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"SUB"

INTUIT MERGER SUB, INC.

By: 

James J. Heeger, President

By: 

James J. Heeger, Secretary

"GALT"

GALT TECHNOLOGIES, INC.

By: _____

Robert O. Frasca, President

By: _____

D. Joel Maske, Secretary

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"SUB"

INTUIT MERGER SUB. INC.

By: _____
_____, President

By: _____
_____, Secretary

"GALT"

GALT TECHNOLOGIES, INC.

By: 

Robert O. Frasca, President

By: 

D. Joel Maske, Secretary

OFFICERS' CERTIFICATE

OF


INTUIT MERGER SUB, INC.

(a Delaware corporation)

JAMES J. HEEGER certifies that:

1. He is the President and the Secretary of Intuit Merger Sub, Inc., a corporation organized under the laws of the State of Delaware (the "*Company*").
2. The corporation has only one class of stock authorized, designated "Common Stock."
3. A total of 100 shares of Common Stock were entitled to vote on the merger of the Company with and into GALT Technologies, Inc., a Pennsylvania corporation, pursuant to the Agreement of Merger attached hereto (the "*Merger Agreement*").
4. The principal terms of the Merger Agreement attached hereto were approved by the Board of Directors of the Company and by the vote of a number of shares of each class and series of the Company's stock which equaled or exceeded the vote required.
5. The percentage vote required was the affirmative vote of a majority of the shares of Common Stock outstanding.
6. I further declare under penalty of perjury under the laws of the States of Pennsylvania and Delaware that I have read the foregoing Certificate and know the contents thereof and that the same is true of my own knowledge.

Executed in Mountain View, California on September 3, 1996.



James J. Heeger, President and Secretary

OFFICERS' CERTIFICATE

OF

GALT TECHNOLOGIES, INC.
(a Pennsylvania corporation)

ROBERT O. FRASCA and DAVID J. STUBENVOLL certify that:

1. They are the President and the Chief Financial Officer, respectively, of GALT Technologies, Inc., a corporation organized under the laws of the State of Pennsylvania (the "*Company*").

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

3. A total of 1,987,085 shares of Common Stock and 32,889 shares of Series A Participating Preferred Stock were entitled to vote on the merger of Intuit Merger Sub, Inc., a Delaware corporation, with and into the Company pursuant to the Agreement of Merger attached hereto (the "*Merger Agreement*").

4. The principal terms of the Merger Agreement attached hereto were approved by the Board of Directors of the Company and by the vote of a number of shares of each class and series of the Company's stock which equaled or exceeded the vote required.

5. The percentage vote required was the affirmative vote of a majority of the shares of Common and Series A Participating Preferred Stock outstanding, voting together as a single class.

6. We further declare under penalty of perjury under the laws of the States of Pennsylvania and 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 Pittsburgh, Pennsylvania on September 3, 1996.


Robert O. Frasca, President


David J. Stubenvoll, Chief Financial Officer

364294(2)