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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Edgewater Technology, Incorporated

Individual Association
 General Partnership Limited Partnership
 Corporation-State Massachusetts Other -

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other -

Execution Date: August 25, 1993

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

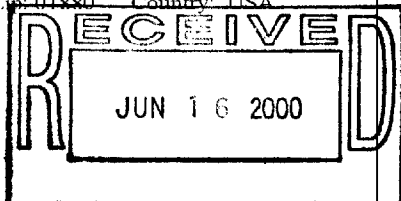
Name: Edgewater Technology, Inc.
 Internal Address:
 Street Address: 20 Harvard Mill Square
 City: Wakefield State: MA Zip: 01880 Country: USA

Individual(s) Citizenship: U.S.A.
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-State Delaware
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No



4. Application number(s) or registration number(s):
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)
 1,846,940 for the mark EDGEWATER TECHNOLOGY registered July 26, 1994

Additional numbers attached? Yes No

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

Name: Elisabeth A. Evert
 Internal Address: Sidley & Austin
 Street Address: 717 North Harwood St., Suite 3400
 City: Dallas State: TX ZIP: 75201

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: 18-1260
 (Attach duplicate copy of this page if paying by deposit account)

07/13/2000 1846940 00000006 1846940
01 FC-481 40.00 CH

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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.

Elisabeth A. Evert
 Elisabeth A. Evert
 Name of Person Signing

Signature Date
 June 15, 2000

Total number of pages comprising cover sheet 7

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

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

Commissioner of Patents and Trademarks
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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.

State of Delaware
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 OF "EDGEWATER TECHNOLOGY, INCORPORATED" A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MASSACHUSETTS, MERGING WITH AND INTO "EDGEWATER TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "EDGEWATER TECHNOLOGY, INC." AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF OCTOBER, A.D. 1993, AT 10:31 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO NEW CASTLE COUNTY RECORDER OF DEEDS ON THE FOURTH DAY OF OCTOBER, A.D. 1993 FOR RECORDING.

* * * * *



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION: *4084182

DATE: 10/04/1993

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TRADEMARK
REEL: 002101 FRAME: 0181

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Merger Agreement"), dated as of August 25, 1993, is between Edgewater Technology, Inc., a Delaware corporation ("ETI/Delaware") and Edgewater Technology, Incorporated, a Massachusetts corporation ("ETI/Massachusetts"). ETI/Delaware and ETI/Massachusetts are hereafter sometimes collectively referred to as the "Constituent Corporations".

WHEREAS, ETI/Delaware is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, ETI/Massachusetts is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, on the date of this Merger Agreement ETI/Delaware has authority to issue 1,000,000 shares of Common Stock, \$.01 par value per share ("ETI/Delaware Common Stock"), 100 of which shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, ETI/Massachusetts has authority to issue 15,000 shares of Common Stock, no par value ("ETI/Massachusetts Common Stock"), 1,000 of which shares are issued and outstanding; and

WHEREAS, the respective Board of Directors of ETI/Delaware and ETI/Massachusetts have determined that it is advisable and in the best interests of each of such corporations that ETI/Massachusetts merge in a tax-free reorganization with and into ETI/Delaware upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of ETI/Massachusetts as a single corporation in the State of Delaware; and

WHEREAS, the respective Boards of Directors of ETI/Delaware and ETI/Massachusetts have, by resolutions duly adopted, approved this Merger Agreement, and the shareholders of ETI/Delaware and ETI/Massachusetts, have, by vote of at least two-thirds of the shares entitled to vote, approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, ETI/Delaware and ETI/Massachusetts hereby agree as follows:

1. **Merger.** ETI/Massachusetts shall be merged with and into ETI/Delaware (the "Merger"), and ETI/Delaware shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective at 12:01 a.m. October 1, 1993, which time and date shall be specified in the filing of such documents as may be required under applicable law ("Effective Time").

2. **Governing Documents.** The Certificate of Incorporation of ETI/Delaware, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with

the provisions thereof and applicable laws, and the Bylaws of ETI/Delaware, as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. At the Effective Time, the separate corporate existence of ETI/Massachusetts shall cease, and ETI/Delaware shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of ETI/Massachusetts; and all and singular, the rights, privileges, powers and franchises of ETI/Massachusetts and all property, real, personal and mixed, and all debts due to ETI/Massachusetts on whatever account, as well as for share subscriptions and all other things in action or belonging to ETI/Massachusetts, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of ETI/Massachusetts, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in ETI/Massachusetts shall not revert or be in any way impaired by reason of the General Corporation Laws of the State of Delaware; but all rights of creditors and all liens upon any property of ETI/Massachusetts shall be preserved unimpaired; and all debts, liabilities and duties of ETI/Massachusetts shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of ETI/Massachusetts, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of ETI/Delaware and shall be effective and binding thereon as the same were with respect to ETI/Massachusetts. The employees and agents of ETI/Massachusetts shall become the employees and agents of ETI/Delaware and continue to be entitled to the same rights and benefits which they enjoyed as employee of ETI/Massachusetts.

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

5. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

- (a) Each share of ETI/Massachusetts Common Stock outstanding

immediately prior to the Effective Time shall be changed and converted into and shall be one (1) fully-paid and non-assessable share of ETI/Delaware Common Stock.

(b) The 100 shares of ETI/Delaware Common Stock presently issued and outstanding in the name of Alan W. Perkins shall be given to ETI/Delaware as a capital contribution and shall be cancelled and resume the status of authorized and unissued shares of ETI/Delaware Common Stock, and no shares of ETI/Delaware Common Stock or other securities of ETI/Delaware shall be issued in respect thereof.

6. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of ETI/Massachusetts Common Stock shall be presented to the Surviving Corporation to be exchanged for certificates representing shares of ETI/Delaware Common Stock as converted as herein provided. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered to transfer or otherwise accounted for to ETI/Delaware or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of ETI/Delaware Common Stock evidenced by such outstanding certificate as above provided. All certificates representing shares of ETI/Massachusetts and ETI/Delaware immediately prior to the Effective Time shall be surrendered to ETI/Delaware for cancellation; at and after the Effective Time, the shares represented by such certificates shall be deemed to be cancelled whether or not the certificates have been surrendered or otherwise accounted for.

7. Warrants and Options. Each warrant or option to purchase shares of ETI/Massachusetts Common Stock which is outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a warrant or option to purchase the same number of shares of ETI/Delaware Common Stock upon the same terms and subject to the same conditions and at the same warrant or option price per share, as in effect at the Effective Time. The same number of shares of ETI/Delaware Common Stock shall be reserved for issuance upon the exercise of such warrants and options as is equal to the number of shares of ETI/Massachusetts Common Stock so reserved as of the Effective Time. As of the Effective Time, ETI/Delaware hereby assumes said warrants and options and all obligations of ETI/Massachusetts under said warrants and option plans, including the outstanding options or awards or portions thereof granted pursuant to said warrants and options.

8. Employee Benefit Plans. As of the Effective Time, ETI/Delaware hereby assumes all obligations of ETI/Massachusetts under any and all employee benefit plans in effect as of the Effective Time or with respect to which employe rights or accrued benefits are outstanding as of the Effective Time.

9. Amendment. Subject to applicable law, this Merger Agreement may be amended,

modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

10. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either of ETI/Massachusetts or ETI/Delaware, or both of them, notwithstanding approval of this Merger Agreement by the stockholders of any of said corporations if circumstances arise which, in the opinion of the Board of Directors of ETI/Massachusetts, the Subsidiary Corporations or ETI/Delaware, make the Merger inadvisable.

11. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, ETI/Massachusetts and ETI/Delaware have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

WITNESS:

EDGEWATER TECHNOLOGY, INC.,
A Delaware corporation

Linda J. Maglio

By:

Alan W. Perkins
Alan W. Perkins, President,
Treasurer and Secretary
(Sole Officer)

WITNESS:

EDGEWATER TECHNOLOGY,
INCORPORATED,
A Massachusetts corporation

Linda J. Maglio

By:

Alan W. Perkins
Alan W. Perkins, President,
Treasurer and Secretary
(Sole Officer)

SECRETARY'S CERTIFICATE

I, Alan W. Perkins, Secretary of Edgewater Technology, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by the President, was duly submitted to the sole stockholder of said Edgewater Technology, Inc., pursuant to Title 8, Section 228 of the Delaware Corporation Law for the purpose of considering and taking action upon said Agreement of Merger, that one hundred (100) shares of Common Stock of said corporation were on the said date issued and outstanding and that the holder of all of said shares voted in favor of said Agreement and no holder of shares voted against same, the said affirmative vote representing at least a majority of the total number of shares of the outstanding capital stock of said corporation, and that thereby the Agreement of Merger was duly adopted as the act of the stockholders of said Edgewater Technology, Inc. and the duly adopted agreement of the said corporation.

Witness my hand and the seal of said Edgewater Technology, Inc. as of this 25th day of August, 1993.

EDGEWATER TECHNOLOGY, INC.

(Corporate Seal)

By



Alan W. Perkins, Secretary