

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

08-21-2000



07-26-2000

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101437909

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# 101342334☐ Correction of PTO Error
Reel # _____ Frame # _____☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

☐ Assignment ☐ License
☐ Security Agreement ☐ Nunc Pro Tunc Assignment☒ MergerEffective Date
Month Day Year
June 24, 1994☐ Change of Name☐ Other _____

Conveying Party

☐ Mark if additional names of conveying parties attached

Name WordPerfect Corporation

Execution Date
Month Day Year
June 24, 1994

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other _____☒ Citizenship/State of Incorporation/Organization Utah

Receiving Party

☐ Mark if additional names of conveying parties attached

Name Novell, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 122 East 1700 South

Address (line 2) _____

Address (line 3) Provo

City

Utah

State/Country

84606

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other _____☒ Citizenship/State of Incorporation/Organization Delaware

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)

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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

202-861-1619

Name

Mark H. Tidman, Esq.

Address (line 1)

BAKER & HOSTETLER LLP

Address (line 2)

1050 Connecticut Avenue

Address (line 3)

Suite 1100

Address (line 4)

Washington, D.C. 20036-5304

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

13

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)

1,394,667	1,618,770	

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ n/a - correction

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:

02-0398

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark H. Tidman, Esq.

Name of Person Signing

Signature

Date Signed

05-02-2000



101342334

RECORDATION FROM COVER SHEET
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Submission Type

☒ New
☐ Resubmission (Non-Recordation)
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6/24/94☐ Change of Name☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedName Execution Date
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6/24/94Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of conveying parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)

City

State/Country

Zip Code

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(Designation must be a separate document from Assignment)

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25.00 OP01 FC:481
02 FC:482

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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

(202) 861-1619

Name

Mark H. Tidman, Esq.

Address (line 1)

Baker & Hostetler LLP

Address (line 2)

Washington Square

Address (line 3)

1050 Connecticut Ave. NW, Suite 1100

Address (line 4)

Washington, DC 20036

Pages

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

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8

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☐ 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)

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1,618,770

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65

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:

#

02-0398

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark H. Tidman, Esq.

Name of Person Signing

Signature

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:

"WORDPERFECT CORPORATION", A UTAH CORPORATION,

WITH AND INTO "NOVELL, INC." UNDER THE NAME OF "NOVELL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF JUNE, A.D. 1994, AT 12 O'CLOCK P.M.



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

Edward J. Freel, Secretary of State

2001697 8100M

971303777

AUTHENTICATION: 8650986

DATE: 09-15-97

TRADEMARK
REEL: 002122 FRAME: 0952

AGREEMENT OF MERGER¹

This Agreement of Merger, dated as of June 24, 1994 ("Agreement of Merger"), are entered into between WordPerfect Corporation, a Utah corporation ("WordPerfect"), and Novell, Inc., a Delaware corporation ("Novell" or "Surviving Corporation") (WordPerfect and Novell being collectively referred to as the "Constituent Corporations").

INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and material covenants and agreements contained herein, the Constituent Corporations hereby agree as follows:

ARTICLE I**THE MERGER PLAN****1.1 Merger of WordPerfect With and Into Novell.**

(a) Agreement and Plan of Reorganization. Subject to the terms of this Agreement of Merger and an Agreement and Plan of Reorganization dated as of March 21, 1994, as amended (the "Reorganization Agreement"), WordPerfect shall be merged with and into Novell (the "Merger").

(b) Effective Time of the Merger. The Merger shall become effective at such time (the "Effective Time") (the date the Merger shall become effective is sometimes referred to as the "Effective Date") as this Agreement of Merger is filed with the Secretary of State of Delaware pursuant to Section 252 of the Delaware General Corporation Law and the Division of Corporations and Commercial Code of the State of Utah pursuant to Section 16-10a-1105 of the Revised Business Corporation Act of the State of Utah.

(c) Surviving Corporation. At the Effective Time, WordPerfect shall be merged with and into Novell and the separate corporate existence of WordPerfect shall thereupon cease. Novell shall be the surviving corporation in the Merger and the separate corporate existence of Novell shall continue after the Merger.

1.2 Effect of the Merger: Additional Actions.

(a) Effects. The Merger shall have the effects set forth in Section 252 of the Delaware General Corporation Law and Section 16-10a-1106 of the Revised Business Corporation Act of the State of Utah.

¹ Identical document filed in the state of Utah, and referred to in the Reorganization Agreement, as "Articles of Merger."

(b) Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of the Reorganization Agreement or this Agreement of Merger and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of WordPerfect, the officers and directors of Novell and WordPerfect are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

ARTICLE II

THE CONSTITUENT CORPORATIONS

2.1 Organization of WordPerfect.

(a) Incorporation. WordPerfect was incorporated under the laws of the State of Utah in 1979.

(b) Authorized Stock. WordPerfect is authorized to issue an aggregate of 200,000,000 shares of Common Stock, \$0.001 par value ("WordPerfect Common Stock").

(c) Outstanding Stock. At the close of business on June 23, 1994, 51,380,000 shares of WordPerfect Common Stock were outstanding.

2.2 WordPerfect Shareholder Approval. The Reorganization Agreement and this Agreement of Merger were duly approved and adopted by the affirmative vote of the holders of at least a majority of the shares of WordPerfect Common Stock entitled to vote on the Reorganization Agreement and this Agreement of Merger at a special meeting of the shareholders held on June 24, 1994, in accordance with the provisions of Section 16-10a-1103 of the Utah Revised Business Corporation Act.

2.3 Organization of Novell.

(a) Incorporation. Novell was incorporated under the laws of the State of Delaware on January 25, 1983.

(b) Authorized Stock. The authorized capital stock of Novell consists of 400,000,000 shares of Common Stock, \$.10 par value ("Novell Common Stock"), and 500,000 shares of preferred stock, \$.10 par value ("Novell Preferred Stock").

(c) Outstanding Stock. On the date hereof, an aggregate of approximately 310,849,164 shares of Novell Common Stock and no shares of Novell Preferred Stock are outstanding.

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06/17/94

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ARTICLE III

CERTIFICATE OF INCORPORATION, BYLAWS AND
DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

3.1 Certificate of Incorporation of Surviving Corporation. The Restated Certificate of Incorporation of Novell in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation.

3.2 Bylaws of Surviving Corporation. The Bylaws of Novell in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

3.3 Directors and Officers of Surviving Corporation. The directors of Novell immediately prior to the Effective Time shall be the directors of the Surviving Corporation at the Effective Time, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of Novell immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case, until their respective successors are duly elected or appointed or qualified.

ARTICLE IV

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE
CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

4.1 Effect on Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of WordPerfect Common Stock:

(a) Cancellation of Certain Shares of WordPerfect Common Stock. All shares of WordPerfect Common Stock that are owned directly or indirectly by WordPerfect or by any Subsidiary (as defined below) of WordPerfect and any shares of WordPerfect Common Stock owned by Novell or any Subsidiary of Novell shall be cancelled and no stock of Novell or other consideration shall be delivered in exchange therefor. "Subsidiary" means a corporation or other entity whose voting securities are owned or are otherwise controlled directly or indirectly by a parent corporation or other intermediary entity in an amount sufficient

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06/17/94

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to elect at least a majority of the Board of Directors or other managers of such corporation or other entity.

(b) Conversion of WordPerfect Common Stock. Each issued and outstanding share of WordPerfect Common Stock (other than shares to be cancelled pursuant to Section 4.1(b) hereof and shares, if any, which then or thereafter constitute dissenter's shares within the meaning of Part 16 of the Utah Revised Business Corporation Act ("Dissenter's Shares")) shall be canceled and extinguished and converted, without any action on the part of the holders thereof and subject to Section 4(e) hereof, into one share of Novell Common Stock.

(c) Dissenters' Rights. If holders of WordPerfect Common Stock are entitled to dissenters' rights in connection with the Merger under Part 16 of the Utah Revised Business Corporation Act, any Dissenter's Shares shall not be converted into Novell Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenter's Shares pursuant to the law of the State of Utah.

(d) Fractional Shares. No fractional shares of Novell Common Stock shall be issued, but in lieu thereof each holder of shares of WordPerfect Common Stock who would otherwise be entitled to receive a fraction of a share of Novell Common Stock shall receive from Novell an amount of cash equal to the per share market value of Novell Common Stock (based on the last sales price of Novell Common Stock as reported on the National Market System of the National Association of Securities Dealers' Automated Quotation System on the Effective Date of the Merger) multiplied by the fraction of a share of Novell Common Stock to which such holder would otherwise be entitled. The fractional share interests of each WordPerfect shareholder shall be aggregated, so that no WordPerfect shareholder shall receive cash in an amount greater than the value of one full share of Novell Common Stock.

4.2 Exchange of Certificates.

(a) Exchange Agent. Mellon Bank, N.A. shall act as exchange agent (the "Exchange Agent") in the Merger.

(b) Novell to Provide Common Stock. Promptly after the Effective Time, Novell shall make available to the Exchange Agent for exchange in accordance with the provisions of this Article IV and the Reorganization Agreement, through such reasonable procedures as Novell may adopt, the shares of Novell Common Stock issuable pursuant to Section 4.1 of this Agreement of Merger and the provisions of the Reorganization Agreement in exchange for outstanding shares of WordPerfect Common Stock.

(c) No Further Ownership Rights in WordPerfect Common Stock. All Novell Common Stock delivered upon the surrender for exchange of shares of WordPerfect Common Stock in accordance with the terms of the Reorganization Agreement and this Agreement of Merger shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of WordPerfect Common Stock. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of WordPerfect Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article IV and the Reorganization Agreement.

ARTICLE V

TERMINATION

5.1 Termination by Mutual Agreement. Notwithstanding the approval of this Agreement of Merger by the shareholders of WordPerfect, this Agreement of Merger may be terminated at any time prior to the Effective Time by mutual written agreement of the Boards of Directors of Novell and WordPerfect.

5.2 Termination of Agreement and Plan of Merger. Notwithstanding the approval of this Agreement of Merger by the shareholders of WordPerfect, this Agreement of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated as therein provided.

5.3 Effects of Termination. In the event of the termination of this Agreement of Merger, this Agreement of Merger shall forthwith become void and there shall be no liability on the part of either WordPerfect or Novell or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

ARTICLE VI

GENERAL PROVISIONS

6.1 Amendment. This Agreement of Merger may be amended by the parties hereto any time before or after approval hereof by the shareholders of WordPerfect but, after such approval, no amendment shall be made which by law requires the further approval of shareholders of WordPerfect without obtaining such approval. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

6.2 Counterparts. This Agreement of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

6.3 Governing Law. This Agreement of Merger shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware and the State of Utah.

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06/17/94

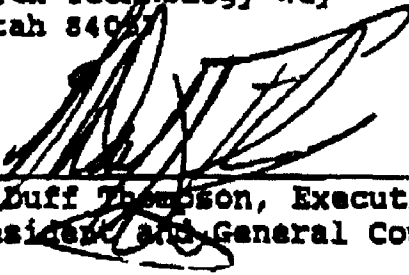
- 6 -

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IN WITNESS WHEREOF, the parties have duly executed these Articles of Merger as of the date first written above.

WORDPERFECT CORPORATION
1555 North Technology Way
Orem, Utah 84057

By: 
R. Duff Thompson, Executive Vice
President and General Counsel

NOVELL, INC.
122 East 1700 South
Provo, Utah 84606

By: _____
James R. Tolonen, Chief Financial
Officer

**CERTIFICATE OF SECRETARY
OF
NOVELL, INC.**

I, David Bradford, Secretary of Novell, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of WordPerfect Corporation, a Utah corporation, was duly adopted pursuant to subsection (f) of Section 251 of Title 8 of the Delaware Code without any vote of the stockholders of the surviving corporation; and that subsection (f) of Section 251 of Title 8 of the Delaware Code is applicable; and that the Agreement of Merger was adopted by action of the Board of Directors of Novell, Inc., and is the duly adopted agreement and act of said corporation.

WITNESS my hand on this 24th day of June, 1994.



David Bradford, Secretary

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CORPORATION TRUST CO

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