

08-23-2000

MKB  
7.26.00



101439997

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

- 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  
 06  30  95
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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)

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

08/22/2000 MTHA11 00000204 1801972

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 100.00 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: 002123 FRAME: 0637

**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

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.

#

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1801972"/>	<input type="text" value="1184540"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1662273"/>	<input type="text" value="0759630"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1684309"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

SUSAN OKIN GOLDSMITH

*Susan Okin Goldsmith*

7/26/2000

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 MERGER WHICH MERGES:

"CONTINENTAL INSTRUMENTS CORP." A NEW YORK CORPORATION, WITH AND INTO "SOFTWARE HOUSE, INC." UNDER THE NAME OF "SOFTWARE HOUSE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF JUNE, 1975, AT 10:10 O'CLOCK A.M.

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

  
EDWARD J. FREEL, Secretary of State

2331736 81004  
95048273 146723

DATE 7758148  
06-30-95

07/08/98 15:22 FAX 025555



(6) Copies of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of the Constituent Corporations.

(7) The authorized common stock of Continental Instruments Corp. consists of 18,000 shares of Common Stock, \$.10 par value.

(8) The Agreement and Plan of Merger provides that the merger herein certified shall be effective at close of            on June 29, 1995.            business at 5 p.m.

Dated: June 29, 1995

Attest:

Mario Rodriguez  
Name:  
Title:

SOFTWARE HOUSE, INC.

By: [Signature]  
Name: Raymond Antelone  
Title: Vice President of Corporate Development and Planning

002123-01

-2-

1000

1000

CHRISTIANSEN

CHRISTIANSEN

03/25/95 15:11 FAX 602123

03/25/95 15:34 FAX 602123



**FOURTH:** As to each Constituent Corporation, the Merger Agreement sets forth the designation and number of outstanding shares of each class and series, the specification of the classes and series entitled to vote on the Agreement and the specification of each class and series entitled to vote as a class on the Merger Agreement, as follows:

Name of Corporation	Designation and Number of Outstanding Shares	Class or Series of Shares Entitled to Vote	Shares Entitled to Vote as a Class or Series
Software House, Inc.	100,000 shares of Common Stock, per value \$.01 per share	Yes	No
Continental Instruments Corp.	10,000 shares of Common Stock, per value \$.10 per share	Yes	No

**FIFTH:** The Merger was authorized in respect of Continental by the written consent of the holder of all outstanding shares of Continental entitled to vote on the Merger Agreement.

**SIXTH:** The Merger is permitted by the laws of the jurisdiction of incorporation of Software House and is in compliance with said laws.

**SEVENTH:** Software House agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of Continental, for the enforcement of any liability or obligation of Software House for which Software House is previously amenable to suit in the State of New York, and for the enforcement, as provided in the Business Corporation Law of the State of New York, of the right of shareholders of Continental to receive payment for their shares against Software House.

**EIGHTH:** Software House agrees that, subject to the provisions of Section 623 of the Business Corporation Law of the State of New York ("NYBCL"), it will promptly pay to the shareholders of Continental the amount, if any, to which they shall be entitled under the provisions of the NYBCL, relating to the rights of shareholders to receive payment for their shares.

**NINTH:** Software House hereby designates the Secretary of State of the State of New York as its agent upon whom process against it may be served in the manner set forth in Paragraph (b) of Section 306 of the NYBCL in any action or

special proceeding. The post office address without the State of New York to which the said Secretary of State shall mail a copy of any process against Software House served upon him is:

Christy & Viener  
620 Fifth Avenue  
New York, New York 10020  
Attention: Anthony J. Carroll, Esq.

IN WITNESS WHEREOF, this Certificate of Merger has been signed on this 29th day of June, 1995. By signing this Certificate of Merger, each of the people who signs it affirms under the penalties of perjury that the facts stated in this Certificate of Merger are true.

Dated: June 29, 1995

CONTINENTAL INSTRUMENTS CORP.  
(a New York corporation)

SOFTWARE HOUSE, INC.  
(a Delaware corporation)

By: [Signature]  
Name: Tony Price  
Title: Vice President

By: [Signature]  
Name: Raymond Montalson  
Title: Vice President

By: [Signature]  
Name: Maria Rodriguez  
Title: Assistant Secretary

By: [Signature]  
Name: Tony Price  
Title: Assistant Secretary

002278.02

-3-

AT&T

INSTRUMENTAL

000070 773 0707 08/08/00



**AGREEMENT AND PLAN OF MERGER**

OF

**CONTINENTAL INSTRUMENTS CORP.**  
(a New York corporation)

AND

**SOFTWARE HOUSE, INC.**  
(a Delaware corporation)

**AGREEMENT AND PLAN OF MERGER** (the "Agreement"), dated as of June 29, 1995, between **CONTINENTAL INSTRUMENTS CORP.**, a New York corporation ("Continental"), and **SOFTWARE HOUSE, INC.**, a Delaware corporation ("Software House"), such corporations being sometimes referred to herein together as the "Corporations".

**W I T N E S S E T H:**

**WHEREAS**, Continental was incorporated under the laws of the State of New York on November 3, 1960, and the authorized capital stock of Continental on the date hereof consists of 18,000 shares of Common Stock, par value \$.10 per share, of which 18,000 shares are issued and outstanding;

**WHEREAS**, Software House was incorporated under the laws of the State of Delaware on April 6, 1993, and the authorized capital stock of Software House consists of 100,000 shares of Common Stock, par value \$.01 per share ("Software House Common Stock"), of which 100,000 shares are issued and outstanding;

**WHEREAS**, the respective Boards of Directors of the Corporations have determined that it is in the best interests of each of the Corporations and their respective stockholders that Continental merge with and into Software House (the "Merger"), pursuant to the provisions of the General Corporation Law of the State of Delaware (the "DGCL") and the New York Business Corporation Law (the "NYBCL"), with Software House to be the surviving corporation of the Merger and to continue existence under the DGCL;

**WHEREAS**, Software House will continue the business of Continental and otherwise shall be entitled to engage in any lawful act or activity for which corporations may be organized under the DGCL; and

002237.01

UNIVERSITY MICROFILMS

SERIALS ACQUISITION DEPT. BR/80/00

WHEREAS, the respective Boards of Directors and the stockholders of the Corporations, by resolutions duly adopted, have unanimously approved and adopted this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the Corporations hereby agree as follows:

## ARTICLE I

### MERGER

1.1 On the Effective Date (as defined in Section 1.7), and in accordance with the provisions of the DGCL and the NYBCL, Continental shall be merged with and into Software House, which shall be the surviving corporation (the "Surviving Corporation") of the Merger.

1.2 On the Effective Date, each of the issued shares of Continental shall be canceled, retired and eliminated, and no shares of the Surviving Corporation shall be issued in respect thereof. The issued shares of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Date shall continue to represent one issued share of the Surviving Corporation.

1.3 On the Effective Date, the separate existence of Continental shall cease, Continental and the Surviving Corporation shall be a single corporation and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Corporations; and all of the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, and all debts due to either of the Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to or due to each of the Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Corporations, and title to any real estate or interest therein, vested by deed or otherwise in either of the Corporations, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Corporations shall be preserved unimpaired and all debts, liabilities and duties of each of the Corporations shall thenceforth attach to the Surviving Corporation, and may

002257.01

-2-

77AM

CONTINENTAL INSTRUMENTS

0000700 770 17:07 08/20/00

be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Corporations shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of either of the Corporations.

1.4 From time to time after the Effective Date, the last acting officers of Continental or the corresponding officers of the Surviving Corporation may, in the name, and on behalf of, Continental, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.3 and otherwise to carry out the intent and purposes of this Agreement.

1.5 All corporate acts, plans, policies, approvals and authorizations of Continental, its stockholders, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were with respect to Continental.

1.6 On and after the Effective Date, (a) the Certificate of Incorporation and By-Laws of Software House, as in effect on the date hereof, shall continue to be the Certificate of Incorporation and By-Laws of the Surviving Corporation, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors of Software House immediately prior to the Effective Date shall be the directors of the Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.7 If this Agreement is not abandoned or terminated as permitted by Article Two, the Merger shall become effective at the close on June 30, 1993 (the "Effective Date") . of business  
at 5:00 p.m.

**ARTICLE II****TERMINATION**

This Agreement may be terminated and the Merger abandoned by either Continental or Software House by appropriate resolution of its respective Board of Directors and for any reason whatsoever, at any time prior to the Effective Date whether before or after approval and adoption of this Agreement by the stockholders of Software House or Continental. In the event that this Agreement is terminated, it shall become void and shall have no effect and no liability shall be imposed upon either of the Corporations or the directors, officers or stockholders thereof.

**ARTICLE III****AMENDMENT AND WAIVER**

Prior to the Effective Date, this Agreement may be amended or modified in any manner as may be determined in the judgment of the respective Boards of Directors of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other Corporation.

002123.01

-4-

CONTINENTAL INSTRUMENTS

IN WITNESS WHEREOF, each of the Corporations has caused this Agreement and Plan of Merger to be executed on its behalf by an officer thereunto duly authorized as of the date first set forth above. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Attest:

SOFTWARE HOUSE, INC. (a Delaware corporation)

By: Maria Rodriguez  
Name:  
Title:

By: [Signature]  
Name: Raymond Monteleone  
Title: Vice President of Corporate Development and Planning

Attest:

CONTINENTAL INSTRUMENTS CORP. (a New York corporation)

By: Maria Rodriguez  
Name:  
Title:

By: [Signature]  
Name:  
Title:

808257.01