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09-06-2000



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

I hereby certify that this paper or fee is being deposited with the United States Postal Service Express Mail Post Office to Addressee* service under 37 CFR 1.10 on the date indicated above and is addressed to Assistant Commissioner for Trademark, 2900 Crystal Dr., Arlington, VA 22202-3513.

LARISA BURSHTEYN
(Type or Print Name of Person Mailing Paper or Fee)

[Signature] RECORDATION FORM COVER SHEET
(Signature of Person Mailing Paper or Fee) TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input checked="" type="checkbox"/> Merger Effective Date Month Day Year <input type="text"/> 7/10/00 <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>
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Conveying Party Mark if additional names of conveying parties attached

Name Talarian Corporation Execution Date
Month Day Year
 7/10/00
Formerly
76013490

Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship/State of Incorporation/Organization California

Receiving Party Mark if additional names of receiving parties attached

Name Talarian Corporation
DBA/AKA/TA
Composed of
Address (line 1) 333 Distel Circle
Address (line 2)
Address (line 3) Los Altos California 94022-1404
City State/Country Zip Code

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 Delaware

09/05/2000 MTHA11 00000114 76013490
01 FC:481 40.00 OP
02 FC:482 50.00 OP

FOR OFFICE USE ONLY

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

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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

(650) 494-0600

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).

Trade Application Number(s)

Registration Number(s)

<input type="text" value="76/013,490"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,233,537"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,117,052"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

R.J. Heher, Esq.

R.J. Heher

8/3/00

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 AGREEMENT OF MERGER, WHICH MERGES:

"TALARIAN CORPORATION", A CALIFORNIA CORPORATION,

WITH AND INTO "TALARIAN CORPORATION" UNDER THE NAME OF "TALARIAN CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF JULY, A.D. 2000, AT 9 O'CLOCK A.M.

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



3185929 8100M

001347462

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

Edward J. Freel, Secretary of State

AUTHENTICATION: 0549091

DATE: 07-10-00

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Merger Agreement*") is entered into as of July 10, 2000, by and between Talarian Corporation, a California corporation ("*Talarian California*"), and Talarian Corporation, a Delaware corporation ("*Talarian Delaware*"). Talarian California and Talarian Delaware are hereinafter sometimes collectively referred to as the "*Constituent Corporations*".

RECITALS

A. Talarian California was incorporated on March 28, 1991. Its current authorized capital stock consists of: (i) 20,000,000 shares of Common Stock, no par value ("*Talarian California Common Stock*"), of which 5,998,545 shares are issued and outstanding; and (ii) 8,920,970 shares of Preferred Stock, no par value ("*Talarian California Preferred Stock*"), of which 8,769,264 shares are issued and outstanding, consisting of 2,034,320 shares of Series A Preferred Stock, 1,388,889 shares of Series B Preferred Stock, 3,775,000 shares of Series C Preferred Stock and 1,571,055 shares of Series D Preferred Stock.

B. Talarian Delaware was incorporated on March 27, 2000. Its authorized capital stock consists of sixty-three million eight hundred eighty-two thousand five hundred ninety-eight (63,882,598) shares, consisting of two classes: fifty million (50,000,000) shares of Common Stock, with a par value of \$0.001 per share ("*Talarian Delaware Common Stock*"), of which one thousand (1,000) shares are issued and outstanding and thirteen million eight hundred eighty-two thousand five hundred ninety-eight (13,882,598) shares of Preferred Stock, \$0.001 par value per share, consisting of two million one hundred fourteen thousand three hundred twenty (2,114,320) shares designated "Series A Preferred Stock"; one million four hundred twenty-two thousand two hundred twenty-three (1,422,223) shares designated "Series B Preferred Stock"; three million seven hundred seventy-five thousand (3,775,000) shares designated "Series C Preferred Stock", one million five hundred seventy-one thousand fifty-five (1,571,055) shares designated "Series D Preferred Stock" and five million (5,000,000) shares undesignated Preferred Stock. No shares of Talarian Delaware Preferred Stock are outstanding.

C. The respective Boards of Directors of Talarian California and Talarian Delaware deem it advisable and to the advantage of each of the Constituent Corporations that Talarian California merge with and into Talarian Delaware upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of Talarian California from California to Delaware.

D. The Boards of Directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that Talarian California shall merge with and into Talarian Delaware on the following terms, conditions and other provisions:

1. Merger and Effective Time. At the Effective Time (as defined below), Talarian California shall be merged with and into Talarian Delaware (the "*Merger*"), and Talarian Delaware shall be the surviving corporation of the Merger (the "*Surviving Corporation*"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of California, or upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of Delaware, whichever later occurs (the "*Effective Time*").

2. Effect of Merger. At the Effective Time, the separate corporate existence of Talarian California shall cease; the corporate identity, existence, powers, rights and immunities of Talarian Delaware as the Surviving Corporation shall continue unimpaired by the Merger; and Talarian Delaware shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of Talarian California, all without further act or deed.

3. Governing Documents. At the Effective Time, (i) the Certificate of Incorporation of Talarian Delaware in effect immediately prior to the Effective Time shall become the Certificate of Incorporation of the Surviving Corporation, and (ii) the Bylaws of Talarian Delaware in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

4. Directors and Officers. At the Effective Time, the directors of Talarian Delaware shall be and become the directors of the Surviving Corporation, and the officers of Talarian Delaware shall be and become the officers (holding the same offices) of the Surviving Corporation, and after the Effective Time shall serve in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

5. Conversion of Shares of Talarian California. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Talarian California Common Stock issued and outstanding immediately prior thereto shall be converted into one fully paid and nonassessable share of Talarian Delaware Common Stock, (ii) each share of Talarian California Series A Preferred Stock issued and outstanding immediately prior thereto shall be automatically converted into one fully paid and nonassessable share of Talarian Delaware Series A Preferred Stock, (iii) each share of Talarian California Series B Preferred Stock issued and outstanding immediately prior thereto shall be automatically converted into one fully paid and nonassessable share of Talarian Delaware Series B Preferred Stock, (iv) each share of Talarian California Series C Preferred Stock issued and outstanding immediately prior thereto shall be automatically converted into one fully paid and nonassessable share of Talarian Delaware Series C Preferred Stock, and (v) each share of Talarian California Series D Preferred Stock issued and outstanding immediately prior thereto shall be automatically converted into one fully paid and nonassessable share of Talarian Delaware Series D Preferred Stock.

6. Cancellation of Shares of Talarian Delaware. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, all of the previously issued and outstanding shares of Talarian Delaware Common Stock that were issued and outstanding immediately prior to the Effective Time shall be automatically canceled and returned to the status of authorized but unissued shares.

7. Stock Certificates. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of Talarian California Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of Talarian Delaware Common Stock into which such shares of Talarian California Common Stock are converted as provided herein. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of a series of Talarian California Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of the series of shares of Talarian Delaware Preferred Stock, into which such shares of Talarian California Preferred Stock are converted as provided herein. The registered owner on the books and records of Talarian California of any such outstanding stock certificate for Talarian California Common Stock or Talarian California Preferred Stock shall, until such certificate is surrendered for transfer or otherwise accounted for to Talarian Delaware or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Talarian Delaware Common Stock or Talarian Delaware Preferred Stock evidenced by such outstanding certificate as provided above.

8. Conversion of Options and Warrants. At the Effective Time, all outstanding and unexercised portions of all options to purchase Talarian California Common Stock under the Talarian California 1991 Stock Option Plan, the Talarian California 1998 Equity Incentive Plan, the WhiteBarn, Inc. 1991 Stock Option Plan and the WhiteBarn, Inc. 2000 Equity Incentive Plan (collectively, the "*Existing Plans*"), and all other outstanding options to purchase Talarian California Common Stock granted outside the Existing Plans, shall become options to purchase the same number of shares of Talarian Delaware Common Stock at the same exercise price per share and shall, to the extent permitted by law and otherwise reasonably practicable, have the same term, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*"), if applicable, and all other material terms and conditions (including but not limited to the terms and conditions applicable to such options by virtue of the Existing Plans or Option Agreement under which such options were granted). Continuous employment with Talarian California will be credited to an optionee for purposes of determining the vesting of the number of shares of Talarian Delaware Common Stock subject to exercise under a converted Talarian California option at the Effective Time. At the Effective Time, Talarian Delaware shall adopt and assume the Existing Plans. Additionally, at the Effective Time, all outstanding and unexercised portions of all warrants to purchase or acquire Talarian California Common Stock or any series of Talarian California Preferred Stock shall become warrants to purchase or acquire the same number of shares of Talarian Delaware Common Stock or the corresponding series of Talarian Delaware Preferred Stock, as the case may be, at the same exercise price per share and with the same term, exercisability, and all other material terms and conditions.

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9. **Fractional Shares.** No fractional shares of Talarian Delaware Common Stock or Talarian Delaware Preferred Stock will be issued in connection with the Merger. In lieu thereof, Talarian Delaware shall pay each shareholder of Talarian California who would otherwise be entitled to receive a fractional share of Talarian Delaware Common Stock or Talarian Delaware Preferred Stock (assuming the aggregation of all shares held by the same holder of more than one stock certificate representing shares of Talarian California Common Stock or Talarian Delaware Preferred Stock, as the case may be) cash in the amount equal to the applicable fraction multiplied by the fair market value of a share of Talarian Delaware Common Stock or Talarian Delaware Preferred Stock, as the case may be, as determined by the Board of Directors of Talarian Delaware in good faith (the "*Fair Market Value Per Share*"). Upon exercise of each assumed option or warrant of Talarian California to purchase Talarian Delaware Common Stock or Talarian Delaware Preferred Stock, cash will be paid by Talarian Delaware in lieu of any fractional share of Talarian Delaware Common Stock or Talarian Delaware Preferred Stock, respectively, issuable upon exercise of such option or warrant, and the amount of cash received for such fractional share shall be the Fair Market Value Per Share at the time of exercise thereof multiplied by the applicable fraction, less the unpaid exercise price per share for such fraction.

10. **Employee Benefit Plans.** At the Effective Time, the obligations of Talarian California under or with respect to every plan, trust, program and benefit then in effect or administered by Talarian California for the benefit of the directors, officers and employees of Talarian California or any of its subsidiaries shall become the lawful obligations of Talarian Delaware and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, Talarian Delaware hereby expressly adopts and assumes all obligations of Talarian California under such employee benefit plans.

11. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Talarian California such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Talarian California, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of Talarian California, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

12. **Condition.** The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the shareholders of Talarian California and by the sole stockholder of Talarian Delaware, prior to or at the Effective Time.

13. **Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of Talarian California or

Talarian Delaware, notwithstanding approval of this Merger Agreement by the Boards of Directors and the shareholders of Talarian California and Talarian Delaware.

14. Amendment. At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the shareholders of Talarian California and the sole stockholder of Talarian Delaware; provided, however, that any amendment made subsequent to the adoption of this Merger Agreement by the shareholders of Talarian California or the sole stockholder of Talarian Delaware shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of Talarian California; (ii) alter or change of any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of Talarian California or Talarian Delaware.

15. Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

16. Governing Law. This Merger Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to the principles of conflicts of law or choice of laws, except to the extent that the laws of the State of Delaware would apply in matters relating to the internal affairs of Talarian Delaware and the Merger.

17. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]


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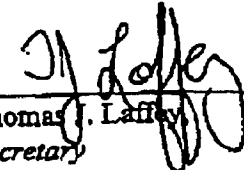
IN WITNESS WHEREOF, this the parties hereto have caused this Merger Agreement to be duly executed on the date and year first above written.

TALARIAN CORPORATION
(a California corporation)

TALARIAN CORPORATION
(a Delaware corporation)

By: 
Paul A. Larson,
President and Chief Executive Officer

By: 
Paul A. Larson,
President and Chief Executive Officer

By: 
Thomas J. Laffey,
Secretary

By: 
Thomas J. Laffey,
Secretary

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

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TRADEMARK
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TALARIAN CORPORATION
(a Delaware corporation)

OFFICERS' CERTIFICATE

Paul A. Larson and Thomas J. Laffey certify that:

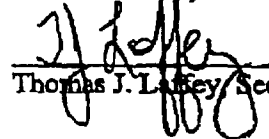
1. They are the President and the Secretary, respectively, of Talarian Corporation, a Delaware corporation (the "*Corporation*").
2. The Corporation has two classes of stock authorized, "Common Stock" and "Preferred Stock".
3. There were 1,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger in the form attached hereto (the "*Merger Agreement*").
4. The principal terms of the Merger Agreement were duly approved by the Board of Directors and by the vote of all of the outstanding shares of Common Stock.
5. The percentage vote required to approve the Merger Agreement was the majority of the outstanding Common Stock.

We further declare under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: July 10, 2000



Paul A. Larson, President



Thomas J. Laffey, Secretary

TALARIAN CORPORATION
(a California corporation)

OFFICERS' CERTIFICATE

Paul A. Larson and Thomas J. Laffey certify that:

1. They are the President and the Secretary, respectively, of Talarian Corporation, a California corporation (the "*Corporation*").

2. The Corporation has two classes of stock authorized, "Common Stock" and "Preferred Stock".


3. There were 6,044,171 shares of Common Stock and 8,769,264 shares of Preferred Stock (consisting of 2,034,320 shares of Series A Preferred Stock, 1,388,889 shares of Series B Preferred Stock, 3,775,000 shares of Series C Preferred Stock and 1,571,055 shares of Series D Preferred Stock) outstanding and entitled to vote on the Agreement and Plan of Merger in the form attached hereto (the "*Merger Agreement*").

4. The principal terms of the Merger Agreement were duly approved by the Board of Directors and by the vote of a number of shares of each class of stock, which equaled or exceeded the vote required.

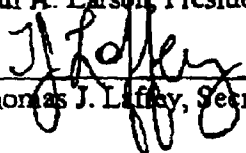
5. The percentage vote required to approve the Merger Agreement was the affirmative vote of at least a majority of the outstanding shares of Common Stock, voting as a separate class, and the affirmative vote of at least a majority of the outstanding shares of Preferred Stock, voting as a separate class.

We further declare under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: July 10, 2000



Paul A. Larson, President



Thomas J. Laffey, Secretary

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TRADEMARK
REEL: 002129 FRAME: 0121



FENWICK & WEST LLP

A LIMITED LIABILITY PARTNERSHIP

TWO PALO ALTO SQUARE | PALO ALTO, CA 94306
TEL 650.494.0600 | FAX 650.494.1417 | www.fenwick.com

August 3, 2000

VIA EXPRESS MAIL

BOX ASSIGNMENTS

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Recordation of Merger for Talarian Corporation
TALARIAN™, PROPAGATOR®, and SMARTSOCKETS®
In International Class 9 in the U. S.
Our Reference: 14699-00070

Dear Sir:

Enclosed for filing is a completed Recordation Form Cover Sheet, a copy of the Agreement and Plan of Merger, and a check in the amount of \$90.00 to cover the recordation fee. If any additional fees are required, please charge to our Deposit Account No. 50-0261.

Please record the merger as soon as possible, addressing any correspondence or notifications to R.J. Heher at our Palo Alto office.

Very truly yours,

Joel M. Dueck
Senior Trademark Paralegal

JMD/lb
Enclosures

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