



09-26-2000

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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
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

75496540

- 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.)

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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

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" value="75-496540"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Sharon H. Schick

Sharon H. Schick

9-25-00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Conveying Party Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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

Enter Additional Receiving Party

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Corporation Association

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Citizenship/State of Incorporation/Organization

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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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0543880

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



APR 27 2000

Secretary of State

10543880

AGREEMENT OF MERGER

by and between

MRJ, INC.,
a Virginia corporation

and

TRIDENT DATA SYSTEMS, INC.,
a California corporation

ENDORSED - FILED
In the Office of the Secretary of State
of the State of California

APR - 7 2000

BILL JONES, Secretary of State

Pursuant to the Provisions of the Virginia Stock Corporation Act ("VSCA") and the California General Corporation Law ("CGCL"), the undersigned certify as follows concerning the merger ("Merger") of MRJ, Inc., a Virginia corporation (the "Merging Corporation"), with and into Trident Data Systems, Inc., a California corporation and the surviving corporation to the Merger (the "Surviving Corporation").

WITNESSETH:

WHEREAS, the respective Boards of Directors of the Merging Corporation and Surviving Corporation deem it advisable and in the best interests of said corporations and their respective shareholders that Merging Corporation be merged with and into the Surviving Corporation, and each of said Boards of Directors has duly approved this agreement of merger (the "Agreement of Merger");

NOW, THEREFORE, the parties do hereby adopt the following Agreement of Merger setting forth the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and basis of converting shares and such other facts, details or provisions as may be required or permitted to be stated herein:

ARTICLE 1

The Merger

1.1. **The Merger.** At the Effective Time (as defined in Section 1.3 hereof), the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the provisions of this Agreement of Merger, the VSCA and the CGCL, whereupon the separate existence of Merging Corporation shall cease and the Surviving Corporation shall continue its corporate existence under the laws of the State of California.

1.2. Articles and Bylaws of Surviving Corporation.

1.2.1. **Articles.** The Restated Articles of Incorporation of the Surviving Corporation as existing and constituted immediately prior to the Merger shall, at the Effective Time, be and constitute the Restated Articles of Incorporation of the Surviving Corporation; *provided, however*, that Article I of the Restated Articles of Incorporation of the Surviving Corporation shall be amended to read in its entirety as follows: "The name of the corporation is Veridian Information Solutions, Inc."

1.2.2. **Bylaws.** The Bylaws of the Surviving Corporation as existing and constituted immediately prior to the Merger shall, at the Effective Time, be and constitute the Bylaws of the Surviving Corporation until amended in the manner provided by law.

1.3. **Effective Time of the Merger.** As soon as practicable after this Plan of Merger shall have been approved and adopted by the Boards of Directors and shareholders of the Merging Corporation and the Surviving Corporation (herein collectively referred to as the "Constituent Corporations"), the Constituent Corporations shall cause Articles of Merger to be duly prepared and executed in accordance with the provisions of the VSCA and the CGCL, which Articles of Merger shall be duly filed with the State Corporation Commission of the Commonwealth of Virginia and with the Secretary of State of the State of California. The Merger shall become effective upon the filing of Agreement of Merger with the Secretary of State of the State of California (the "Effective Time").

1.4. **Effect of the Merger.** At the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises of a public as well as a private nature of each Constituent Corporation; and all property, real, personal and mixed, and all debts due on whatever account and all other choses in action, and every other interest of or belonging to or due to each Constituent Corporation shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. At the Effective Time, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each Constituent Corporation; and any existing claim, action, or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in their place. Neither the rights of creditors nor any liens on the property of either Constituent Corporation shall be impaired by the Merger.

ARTICLE II

Manner and Basis of Conversion of Shares; Additional Action

2.1. **Manner and Basis of Conversion of Shares.** At the Effective Time and without any action on the part of the Constituent Corporations or the holder of any of the following securities:

2.1.1. Each share of stock of the Merging Corporation that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Merging Corporation, be automatically changed and converted into stock of the Surviving Corporation on the basis of one (1) share of Surviving Corporation common stock for each one (1) share of Merging Corporation common stock.

2.1.2. After the Effective Time, each holder of an outstanding certificate representing shares of common stock of the Merging Corporation shall surrender the certificate to the Surviving Corporation and each holder shall be entitled on surrender to receive the number of shares of stock of the Surviving Corporation on the basis provided in this Agreement of Merger. Until so surrendered the outstanding shares of the stock of the Merging Corporation to be converted into the stock of the Surviving Corporation as provided in this Agreement of Merger, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though the surrender and exchange had taken place.

2.2. **Supplementary Action.** If at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of either of the Constituent Corporations, or otherwise to carry out the provisions of this Agreement of Merger, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of the respective Constituent Corporations, in the name and on behalf of the appropriate Constituent Corporations, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise carry out the purposes and provisions of this Agreement of Merger. The Merging Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

ARTICLE III

Directors and Officers

3.1. **Directors.** From and after the Effective Time, the directors of the Surviving Corporation shall be the persons set forth below, each of whom shall hold office subject to the provisions of the CGCL and the Restated Articles of Incorporation and Bylaws of the Surviving Corporation:

Michael D. Farmer
Robert M. Farrell
David H. Langstaff.

3.2. **Officers.** From and after the Effective Time of the Merger, the officers of the Surviving Corporation shall be the persons set forth below, each of whom shall hold office subject to the provisions of the CGCL and the Restated Articles of Incorporation and Bylaws of the Surviving Corporation:

President	Robert M. Farrell
Sr. Vice President and Secretary	Katherine A. Snavely
Vice President	Arthur P. Davis
Vice President	Edward P. McMahon
Assistant Secretary	Phyllis D. Seidler

ARTICLE IV

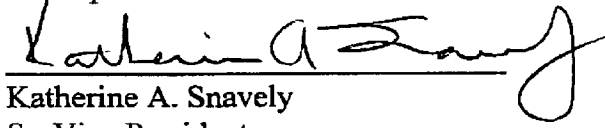
Submission to Shareholders

4.1. **Approval by Shareholders.** This Agreement of Merger shall be submitted to the shareholders of each of the Constituent Corporations for their respective approval, and it shall have no force and effect unless approved by the shareholders of each Constituent Corporation in the manner provided by the Articles of Incorporation of the Constituent Corporations, the VSCA and the CGCL.

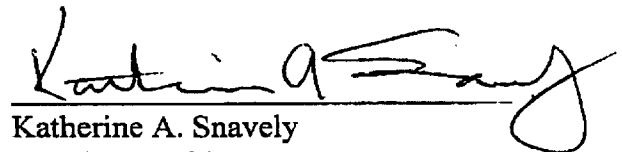
[Signature page follows on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be executed by the respective officers hereunto duly authorized on this 6th day of April, 2000.

MRJ, INC.,
a Virginia corporation

By: 
Name: Katherine A. Snavely
Title: Sr. Vice President

TRIDENT DATA SYSTEMS, INC.,
a California corporation

By: 
Name: Katherine A. Snavely
Title: Sr. Vice President

OFFICERS' CERTIFICATE

OF

TRIDENT DATA SYSTEMS, INC.

We, Katherine A. Snavelly, the Sr. Vice President, and Phyllis D. Seidler, the Assistant Secretary, of Trident Data Systems, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That we are the Vice President and Assistant Secretary, respectively, of the Corporation.

2. That the total number of outstanding shares of each class of the Corporation entitled to vote on the merger ("Merger") of MRJ, Inc., a Virginia corporation, with and into the Corporation is as follows:

<u>Class</u>	<u>Total Number of Shares Entitled to Vote</u>
Common	1,000

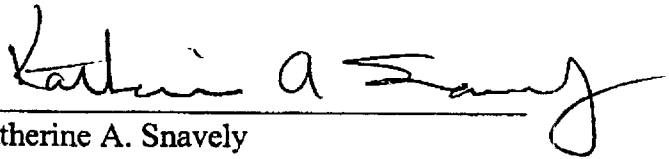
3. That the principal terms of the Agreement of Merger in the form attached hereto as Exhibit "A" were approved by the shareholders of the Corporation by a unanimous vote, which exceeded the vote required to approve said Agreement of Merger.


4. That each class entitled to vote and a minimum percentage vote of each such class is as follows:

<u>Class</u>	<u>Minimum Percentage Vote Required to Approve Merger</u>
Common	More than 50%

The undersigned declare under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

EXECUTED this 6th day of April, 2000.

By: 
Name: Katherine A. Snavely
Title: Sr. Vice President
Trident Data Systems, Inc.

By: 
Name: Phyllis D. Seidler
Title: Assistant Secretary
Trident Data Systems, Inc.

OFFICER'S CERTIFICATE**OF****MRJ, INC.**

We, Katherine A. Snaveley, the Sr. Vice President, and Phyllis D. Seidler, the Assistant Secretary, of MRJ, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Virginia (the "Corporation"), do hereby certify:

1. That they are the Vice President and the Assistant Secretary, respectively, of the Corporation.
2. The total number of outstanding shares of each class of the Corporation entitled to vote on the merger ("Merger") of the Corporation with and into Trident Data Systems, Inc., a California corporation, is as follows:

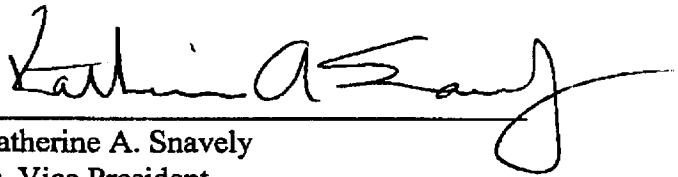
<u>Class</u>	<u>Total Number of Shares Entitled to Vote</u>
Common	200,000


3. That the principal terms of the Plan of Merger in the form attached hereto as Exhibit "A" were approved by the sole shareholder of the Corporation by a unanimous vote, which exceeded the vote required to approve said Plan of Merger.
4. That each class entitled to vote and a minimum percentage vote of each such class is as follows:

<u>Class</u>	<u>Minimum Percentage Vote Required to Approve Merger</u>
Common	More than 66 2/3%

The undersigned declare under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

EXECUTED this 6th day of April, 2000.

By: 
Name: Katherine A. Snavely
Title: Sr. Vice President
MRJ, Inc.

By: 
Name: Phyllis D. Seidler
Title: Assistant Secretary
MRJ, Inc.

HOU:535982.1