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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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 25 95

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
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

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

TRADEMARK
REEL: 002192 FRAME: 0134

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"/>
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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.

Francine M. Hanson

Name of Person Signing



Signature

11-13-00

Date Signed

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 09:00 AM 09/29/1995
 950224666 - 2532193

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of September 25, 1995 by and between Cooper & Chyan Technology, Inc., a California corporation ("CCT California"), and Cooper & Chyan Technology, Inc., a Delaware corporation ("CCT Delaware"). CCT California and CCT Delaware are hereinafter sometimes collectively referred to as the "Constituent Corporations."

RECITALS

A. CCT California was incorporated on January 24, 1989. Its current authorized capital stock consists of: (1) 24,000,000 shares of Common Stock, no par value ("CCT California Common Stock"), of which 7,646,551 shares are issued and outstanding; and (2) 4,000,000 shares of Preferred Stock no par value ("CCT California Preferred Stock"), of which 1,896,666 shares are issued and outstanding.

B. CCT Delaware was incorporated on August 9, 1995. Its authorized capital stock consists of: (1) 30,000,000 shares of Common Stock, with a par value of \$0.01 per share ("CCT Delaware Common Stock"), of which 1,000 shares are issued and outstanding; and (2) 5,000,000 shares of Preferred Stock, \$0.01 par value ("CCT Delaware Preferred Stock"), none of which shares are issued and outstanding.

C. The Boards of Directors of CCT California and CCT Delaware deem it advisable and to the advantage of each of the Constituent Corporations that CCT California merge with and into CCT 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 CCT 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 CCT California shall merge with and into CCT Delaware on the following terms, conditions and other provisions:

1. Merger and Effective Date. On the Effective Date (as defined below), CCT California shall be merged with and into CCT Delaware (the "Merger"), and CCT 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 Date").

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Agreement and Plan of Merger

2. **Effect of Merger.** On the Effective Date, the separate corporate existence of CCT California shall cease; the corporate identity, existence, powers, rights and immunities of CCT Delaware as the Surviving Corporation shall continue unimpaired by the Merger; and CCT 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 CCT California, all without further act or deed.

3. **Governing Documents.** On the Effective Date, the Certificate of Incorporation of CCT Delaware in effect immediately prior to the Effective Date shall become the Certificate of Incorporation of the Surviving Corporation and the Bylaws of CCT Delaware in effect immediately prior to the Effective Date shall become the Bylaws of the Surviving Corporation.

4. **Directors and Officers.** On the Effective Date, the directors and officers of CCT Delaware shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation, and after the Effective Date shall serve in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

5. **Shares of CCT California.** On the Effective Date, each share of CCT California Common Stock outstanding immediately prior thereto shall be automatically changed and converted into one (1) fully paid and nonassessable, issued and outstanding share of CCT Delaware Common Stock. On the Effective Date, each share of CCT California Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one (1) fully paid and nonassessable, issued and outstanding share of CCT Delaware Preferred Stock.

6. **Shares of CCT Delaware.** On the Effective Date, all of the previously issued and outstanding shares of CCT Delaware Common Stock shall be automatically retired and cancelled.

7. **Stock Certificates.** On and after the Effective Date, all of the outstanding certificates that, prior to that date, represented shares of CCT California Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of CCT Delaware Common Stock into which such shares of CCT California Common Stock are converted as provided herein. On and after the Effective Date, all of the outstanding certificates that, prior to that date, represented shares of CCT California Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of CCT Delaware Preferred Stock into which such shares of CCT California Preferred Stock are converted as provided herein. The registered owner on the books and records of CCT California of any such outstanding stock certificate for CCT California Common Stock or CCT California Preferred Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to CCT Delaware or its transfer agent, be entitled to

Agreement and Plan of Merger

exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of CCT Delaware Common Stock or CCT Delaware Preferred Stock evidenced by such outstanding certificates as above provided.

8. **Options; Warrants.** Upon the Effective Date, all outstanding and unexercised portions of all options to purchase CCT California Common Stock under the CCT California 1993 Equity Incentive Plan and 1989 Stock Option Plan and all other outstanding options or warrants to purchase CCT California Common Stock shall become options or warrants to purchase the same number of shares of CCT Delaware Common Stock with the same exercise price, term, vesting schedule and other material terms and conditions. Additionally, upon the Effective Date, CCT Delaware shall adopt and assume the CCT California 1995 Equity Incentive Plan, the CCT California Stock Purchase Plan and the CCT California Directors Stock Option Plan.

9. **Employee Benefit Plans.** On the Effective Date, the obligations of CCT California under or with respect to every plan, trust, program and benefit then in effect or administered by CCT California for the benefit of the directors, officers and employees of CCT California or any of its subsidiaries, including without limitation the 401(k) Plan of the Company, shall become the lawful obligations of CCT 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 upon the Effective Date, CCT Delaware hereby expressly adopts and assumes all obligations of CCT California under such employee benefit plans.

10. **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 CCT 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 CCT 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 CCT 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.

11. **Condition.** The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the shareholders of CCT California and by the sole stockholder of CCT Delaware, prior to or on the Effective Date.

12. **Abandonment.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of CCT California or CCT Delaware, notwithstanding approval of this Merger Agreement by the

Agreement and Plan of Merger

Boards of Directors and shareholders of Constituent Corporations CCT California and CCT Delaware.

13. **Amendment.** At any time before the Effective Date, 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 CCT California and by the sole stockholder of CCT Delaware; provided, however, that any amendment made subsequent to the adoption of this Agreement by the shareholders of CCT California or the sole stockholder of CCT Delaware shall not: (a) 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 CCT California, (b) alter or change of any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of CCT California or CCT Delaware.

14. **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 Internal Revenue Code of 1986, as amended.

15. **Governing Law.** This 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 CCT Delaware and the Merger.

16. **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.


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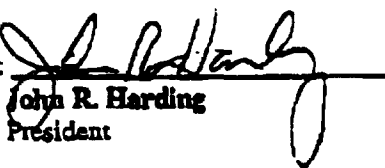
Agreement and Plan of Merger

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers thereunto duly authorized.

COOPER & CHYAN TECHNOLOGY, INC.
a California corporation

COOPER & CHYAN TECHNOLOGY, INC.
a Delaware corporation

By: 
John R. Harding
President

By: 
John R. Harding
President

ATTEST:

ATTEST:


Mary L. Cooper
Secretary


Mary L. Cooper
Secretary

[Signature Page to Agreement and Plan of Merger]