

03-05-2001

EET  
LYD

Docket No.:



101626084

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Innovative Cad Software, Inc. **2-17-01**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):

Name: Accel Technologies, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 17140 Bernardo Center Drive, Suite 100  
City: San Diego                      State: CA      ZIP: 92128

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is       Yes       No  
(Designations must be a separate document from  
Additional name(s) & address(es)       Yes       No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 4, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
75/516,536

Additional numbers \_\_\_\_\_

B. Trademark Registration No.(s)  
2,277,893

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan B. Horwitz  
Internal Address: \_\_\_\_\_  
Russo & Hale LLP  
Street Address: 401 Florence Street  
City: Palo Alto                      State: CA      ZIP: 94301

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): ..... \$ \$65.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

02-12-2001  
U.S. Patent & TM/TA Mail Rep't Dt. 972

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00 ST:482 25.00 DP

9. 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.

Susan B. Horwitz                      *Susan B. Horwitz*                      February <sup>12</sup> 2001  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and 4

TRADEMARK  
REEL: 002244 FRAME: 0394

**AGREEMENT OF MERGER**

This Agreement of Merger ("Agreement") is entered into this day of July, 2000, by and between Innovative CAD Software, Inc., a California corporation ("ICS"), and Accel Technologies, Inc., a California corporation ("Accel").

Accel and ICS hereby agree that on the Effective Date (as defined in this Agreement), ICS and Accel will merge into a single corporation on the following terms and conditions:

**ARTICLE 1****MERGER**

On the Effective Date, ICS will be merged with and into Accel. Accel will be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). On the Effective Date, the separate corporate existence of ICS will cease, and the Surviving Corporation will succeed to the properties, rights, privileges, powers, immunities, and franchises of ICS. All rights of creditors and all liens on the property of ICS will be preserved, unimpaired, limited in lien to the property affected by such liens immediately before the merger.

**ARTICLE 2:****EFFECTIVE DATE**

The merger provided for in this Agreement will become effective on the filing in the office of the California Secretary of State of an executed copy of this Agreement with all requisite accompanying certificates. The date and time of such filing is referred to in this Agreement as the "Effective Date."

**ARTICLE 3****ARTICLES OF INCORPORATION; BYLAWS; BOARD  
OF DIRECTORS; OFFICERS**

1. Accel's articles of incorporation in effect immediately before the Effective Date will remain the articles of incorporation of the Surviving Corporation without change or amendment until altered, amended, or repealed as provided for in the articles or by law.
2. Accel's bylaws in effect immediately before the Effective Date, will remain the bylaws of the Surviving Corporation without change or amendment until altered, amended, or repealed as provided for in the bylaws or by law.

3. On the Effective Date, the directors and officers of Accel in office immediately before the Effective Date will become the directors and officers of Surviving Corporation, and will continue as directors and officers of Surviving Corporation until such time as their successors have been elected and qualified as provided for in the bylaws of Surviving Corporation.

#### ARTICLE 4

##### CONVERSION OF SHARES

In and by virtue of the merger, the shares of stock of Accel and ICS outstanding at the Effective Date will be converted as follows:

1. On the Effective Date, each outstanding share of ICS no par value will, by virtue of the merger and without any further action on the part of ICS be converted into \$16.70 per share.
2. The preceding paragraph of this article will not apply to any shares of ICS's stock that constitute "dissenting shares" within the meaning of California Corporations Code section 1300(b). The holders of such shares will have, in consideration for the cancellation of dissenting shares held by them, the rights given to them under the applicable California law, including the right to receive the fair market value of those shares, in the manner and subject to the procedures and conditions provided by law.
3. From and after the Effective Date, the holders of ICS shares shall cease to have any rights with respect to those shares, and their sole right shall be to receive the cash payments in the amounts and in the manner set forth herein, except as set forth above.

#### ARTICLE 5

##### TERMINATION

This Agreement may be terminated at any time before the Effective Date (whether before or after approval) by action of the shareholders of ICS or by the mutual consent and action of the boards of directors of ICS and Accel. This Agreement will automatically be void and of no further force and effect if, before the Effective Date, the merger agreement between ICS and Accel, of even date herewith, is terminated in accordance with the terms of that merger agreement.

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**ARTICLE 6**

**CHOICE OF LAW**

The validity, interpretation, and performance of this agreement will be controlled by and construed under the laws of the State of California.

**ARTICLE 7**

**COUNTERPARTS**

This agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

In witness whereof, each of the parties has caused this agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

ACCEL  
Accel Technologies, Inc.  
By: *K. Oboudiyat*  
Name: Keyvan Oboudiyat  
Title: Chief Financial Officer  
Date: August 2, 2000

ICS  
Innovative CAD Software, Inc.  
By: *Simon Garrison*  
Name: SIMON GARRISON  
Title: PRESIDENT, CEO  
Date: August 4, 2000

N/A/D (19017) 0100100

RECORDED: 02/12/2001

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