



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

1. Name of conveying party(ies):

Adobe Systems Incorporated

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Adobe Systems Incorporated

Internal

Address: Legal Department

Street Address: 345 Park Avenue

City: San Jose State: CA Zip: 95110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: May 30, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,935,819

Additional number(s) attached Yes No

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

Name: Daniel C. Poliak

Internal Address: Adobe Systems Incorporated

Street Address: 801 N. 34th Street

City: Seattle State: WA Zip: 98103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

010340

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

04/05/2002 DBYRNE 00000141 010340 1935819

01 FC:481 Name of Person Signing Daniel C. Poliak

Daniel C. Poliak

Signature

March 21, 2002

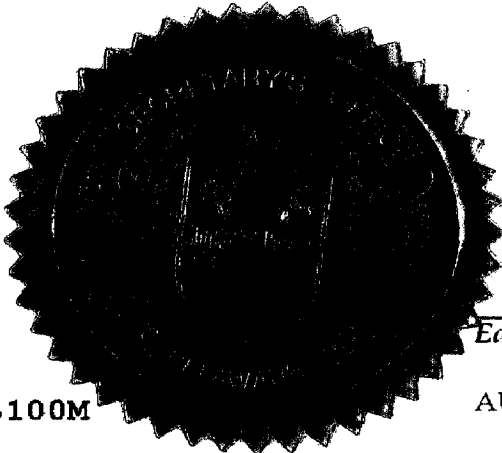
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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 AGREEMENT OF MERGER, WHICH MERGES:
"ADOBE SYSTEMS INCORPORATED", A CALIFORNIA CORPORATION,
WITH AND INTO "ADOBE SYSTEMS (DELAWARE) INCORPORATED" UNDER THE NAME OF "ADOBE SYSTEMS INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF MAY, A.D. 1997, AT 9 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2748129 8100M

AUTHENTICATION: 8787129

971388031

DATE: 12-03-97

TRADEMARK
REEL: 002477 FRAME: 0072

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of May 30, 1997, by and between **ADOBE SYSTEMS INCORPORATED**, a California corporation ("Adobe California"), and **ADOBE SYSTEMS (DELAWARE) INCORPORATED**, a Delaware corporation ("Adobe Delaware"). Adobe California and Adobe Delaware are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of Adobe California consists of two hundred million (200,000,000) shares of Common Stock, no par value, and two million (2,000,000) shares of Preferred Stock, no par value. The authorized capital stock of Adobe Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of two hundred million (200,000,000) shares of Common Stock, each having a par value of one-hundredth of one cent (\$0.0001), and two million (2,000,000) shares of Preferred Stock, each having a par value of one-hundredth of one cent (\$0.0001).

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that Adobe California merge into Adobe Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Adobe California shall merge into Adobe Delaware on the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS.

1.1 Merger. Adobe California shall be merged with and into Adobe Delaware (the "Merger"), and Adobe Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement is filed with the Secretary of State of Delaware (the "Effective Date").

1.2 Name Change. On the Effective Date, the name of Adobe Delaware shall be Adobe Systems Incorporated.

1.3 Succession. On the Effective Date, Adobe Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of Adobe California, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.4 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and

singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or 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 except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.5 Common Stock of Adobe California and Adobe Delaware. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Common Stock of Adobe California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of the Common Stock of Adobe Delaware and each share of Common Stock of Adobe Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.6 Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock or of the Preferred Stock of Adobe California shall be deemed for all purposes to evidence ownership of and to represent the shares of Adobe Delaware into which the shares of Adobe California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Adobe Delaware evidenced by such outstanding certificate as above provided.

1.7 Options. On the Effective Date, the Surviving Corporation will assume and continue Adobe California's Stock Option Plan, Restricted Stock Option Plan, Outside Directors Plan, Performance and Restricted Stock Option Plan and any and all other stock option plans of Adobe California and the outstanding and unexercised portions of all options to purchase Common Stock of Adobe California, including without limitation all options outstanding under such stock plans and any other outstanding options, shall be converted into options of Adobe Delaware, such that an option for one (1) share of Adobe California shall be converted into an

option for one (1) share of Adobe Delaware, with no change in the exercise price of the Adobe Delaware option. No other changes in the terms and conditions of such options will occur. Effective on the Effective Date, Adobe Delaware hereby assumes the outstanding and unexercised portions of such options and the obligations of Adobe California with respect thereto.

1.8 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of Adobe California under any and all of Adobe California's employee benefit plans, including the Employee Stock Purchase Plan, in effect as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger and shall reserve that number of shares of Adobe Delaware Common Stock with respect to each such employee benefit plan as is proportional to the number of shares of Adobe California Common Stock (if any) so reserved on the Effective Date.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Adobe Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation, except that Article I of the Certificate of Incorporation and Bylaws of the Surviving Corporation shall, effective upon the filing of this Merger Agreement with the Secretary of State of the State of Delaware, be amended to read in its entirety as follows: "The name of this corporation is Adobe Systems Incorporated."

2.2 Directors. The directors of Adobe California immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Adobe California immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

III. MISCELLANEOUS.

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

3.2 Amendment. At any time before or after approval by the shareholders of Adobe California, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of Adobe California, the principal terms may not be amended without the further approval of the shareholders of Adobe California) as may be determined in the judgment of the respective Board of Directors of Adobe Delaware and Adobe California to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of Adobe California in accordance with applicable provisions of the General Corporation Law of the State of California; and

(b) Adobe California, as sole stockholder of Adobe Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

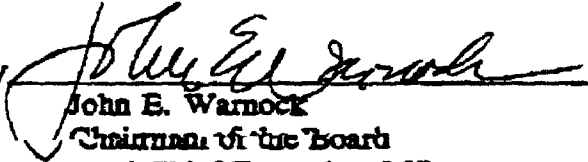
(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Adobe California to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Adobe California or Adobe Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of Adobe California or Adobe Delaware, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Adobe California and Adobe Delaware, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Adobe California shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.


3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Adobe California and Adobe Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

ADOBE SYSTEMS INCORPORATED
A California corporation

By 
John E. Warnock
Chairman of the Board
and Chief Executive Officer


ATTEST:


Colleen M. Pouliot
Vice President, General Counsel
and Secretary

**ADOBE SYSTEMS (DELAWARE)
INCORPORATED**
A Delaware corporation

By 
John E. Warnock
Chairman of the Board
and Chief Executive Officer

ATTEST:


Colleen M. Pouliot
Vice President, General Counsel
and Secretary

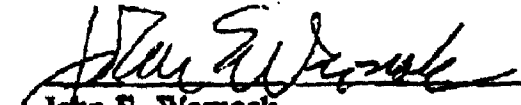
ADOBE SYSTEMS (DELAWARE) INCORPORATED
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER


The undersigned, John E. Warnock and Colleen M. Pouliot, do hereby certify that:

1. They are the Chairman of the Board and Chief Executive Officer, and Vice President, General Counsel and Secretary, respectively, of Adobe Systems (Delaware) Incorporated, a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of Adobe Systems Incorporated, a California corporation, with and into the Corporation was duly approved by the Board of Directors and by the stockholder of the Corporation.
3. The Corporation has two authorized classes of shares designated Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the merger was One Hundred (100) shares of Common Stock. There are no shares of Preferred Stock outstanding.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of more than fifty percent (50%) of the outstanding shares of Common Stock of the Corporation, which equaled or exceeded the vote required.

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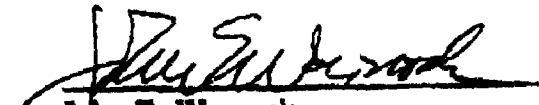
IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the
30th day of May 1997.



John E. Warnock
Chairman of the Board and Chief
Executive Officer


Colleen M. Pouliot
Vice President, General Counsel and
Secretary

Each of the undersigned declares under penalty of perjury that he or she has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at San Jose, California, as of May 30, 1997.


John E. Warnock
Chairman of the Board and Chief
Executive Officer


Colleen M. Pouliot
Vice President, General Counsel and
Secretary

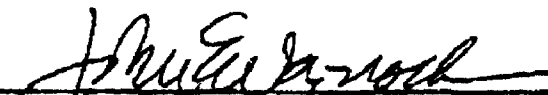
ADOBE SYSTEMS INCORPORATED

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER


The undersigned, John E. Warnock and Colleen M. Pouliot, do hereby certify that:

1. They are the Chairman of the Board and Chief Executive Officer, and Vice President, General Counsel and Secretary respectively, of Adobe Systems Incorporated, a California corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Corporation, with and into Adobe Systems (Delaware) Incorporated, a Delaware corporation, was duly approved by the Board of Directors and by the shareholders of the Corporation.
3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the merger on February 21, 1997 was 71,563,170. There are no shares of Preferred Stock outstanding.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of more than fifty percent (50%) of the outstanding shares of Common Stock, which equaled or exceeded the vote required.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the 30th day of May 1997.




John E. Warnock
Chairman of the Board
and Chief Executive Officer



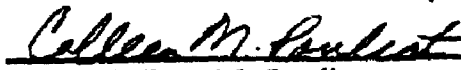
Colleen M. Pouliot
Vice President, General
Counsel and Secretary

Each of the undersigned declares under penalty of perjury that he or she has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at San Jose, California, as of May 30, 1997.



John E. Warnock
Chairman of the Board
and Chief Executive Officer



Colleen M. Pouliot
Vice President, General
Counsel and Secretary

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