

04-18-2002



TRADEMARK
03425-A0072A SPM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor	QuadraMed Corporation (California Corporation)		
Assignee	QuadraMed Corporation (Delaware Corporation)		
Application Nos.	75/639,721	76/089,916	
Registration Nos.	2,316,355 2,480,470	2,376,823 2,423,256	2,364,027

Box Assignment
Assistant Commissioner for Trademarks
Washington, DC 20231

Merger Recordation Form Cover Sheet

Dear Sir:

4-9-02

Please record the attached original document.

1. Name, State of Incorporation and Address of Conveying party. QuadraMed Corporation; a California Corporation, located at 22 Pelican Way; San Rafael, CA 94901.
2. Name, State of Incorporation and Address of Receiving Party. QuadraMed Corporation; a Delaware Corporation; located 22 Pelican Way; San Rafael, CA 94901.
3. Nature of Conveyance: Merger Execution Date: August 13, 1996.
4. Name and Address of Party to Whom Correspondence Concerning Document should be mailed.

Stephen P. McNamara, Registration No. 32,745
Attorney for Applicant
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

04/17/2002 TDIAZ1

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01 FC:481
02 FC:482

40.00 DP
150.00 DP

Mailing Certificate: I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Box Assignment; Commissioner for Patents and Trademarks; Washington, DC 20231.

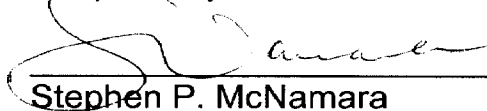
March 15, 2002

Danielle Dominici

OFFICE OF THE ASSISTANT COMMISSIONER FOR PATENTS AND TRADEMARKS
WASHINGTON, DC 20231
MARCH 15 2002

5. Application Numbers: 75/639,721 76/089,916.
Registration Numbers: 2,316,355 2,376,823 2,364,027 2,480,470 2,423,256
6. Total Number of Applications/Registrations Involved: 7.
7. Total Fee (37 CFR 3.41). \$190.00 due. A check for this amount is enclosed herewith.
8. Authorization to Charge Deposit Account. The Commissioner is hereby authorized to charge any additional fees due by this paper and during the entire pendency of this Application to Account No. 19-4516.
9. Statement and Signature. Total number of pages including cover sheet, attachments and document are 14. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true copy of the original document.

Respectfully submitted,



Stephen P. McNamara
Attorney for Applicant
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

Delaware

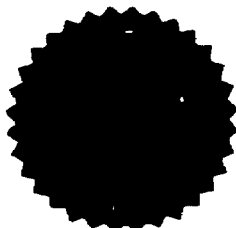
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"QUADRAMED CORPORATION", A CALIFORNIA CORPORATION,

WITH AND INTO "QUADRAMED CORPORATION" UNDER THE NAME OF "QUADRAMED CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF AUGUST, A.D. 1996, AT 4:30 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2622142 8100M

AUTHENTICATION: 1645987 TRADEMARK

REEL: 002486 FRAME: 0500

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 08/30/1996
960254774 - 2622142

QUADRAMED CORPORATION

CERTIFICATE OF OWNERSHIP

The undersigned, James D. Durham and John V. Cracchiolo, hereby certify pursuant to Section 1110 of the General Corporation Law of the State of California, as follows:

1. They are the Chief Executive Officer and Secretary, respectively, of QuadraMed Corporation, a California corporation (the "Parent Corporation").

2. The Parent Corporation owns 100% of the outstanding stock of QuadraMed Corporation, a Delaware corporation (the "Subsidiary Corporation"). The Parent Corporation shall merge with and into the Subsidiary Corporation, and the Subsidiary Corporation shall be the surviving corporation, all in accordance with the Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A.

3. The Plan of Merger was approved by the Board of Directors of the Parent Corporation.

4. The Plan of Merger was approved by the Board of Directors of the surviving Subsidiary Corporation.


5. The Plan of Merger was approved by an affirmative vote of at least a majority of the votes entitled to be cast by the holders of (i) Common Stock, voting separately as a class, and (ii) Series A Preferred Stock and Series B Preferred Stock, voting separately as a class, of the Parent Corporation. Such vote equaled or exceeded the vote required.

DPHPA1\KENT\0187035.01

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our knowledge.

Dated: August 29, 1996


James D. Furber
Chief Executive Officer


John V. Cracchiolo
Secretary

NONPAYMENT 10167035.01

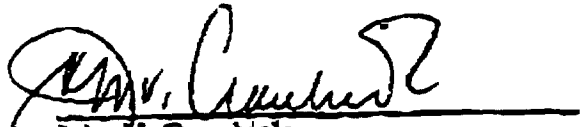
QUADRAMED CORPORATION

CERTIFICATE OF SECRETARY

The undersigned, John V. Cracchiolo, the Secretary of QuadraMed Corporation, a Delaware corporation (the "Corporation"), hereby certifies as follows:

1. The Agreement and Plan of Merger attached hereto as Exhibit A was duly adopted, approved, executed and acknowledged by the sole stockholder of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 29th day of August, 1996.



John V. Cracchiolo
Secretary

BNP&A\CEY1\0187057.01

Exhibit A

**AGREEMENT AND PLAN OF MERGER
OF QUADRAMED CORPORATION
A DELAWARE CORPORATION
AND
QUADRAMED CORPORATION
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of this 29th day of August, 1996 (the "Agreement"), is between QuadraMed Corporation, a Delaware corporation ("QuadraMed Delaware") and QuadraMed Corporation, a California corporation ("QuadraMed California"). QuadraMed Delaware and QuadraMed California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. QuadraMed Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has a total authorized capital stock of 8,600,000 shares. The number of shares of Preferred Stock authorized to be issued is 3,000,000, par value \$.01, of which 1,180,000 shares have been designated Series A Preferred Stock (the "Series A Preferred Stock") and 1,820,000 shares have been designated Series B Preferred Stock (the "Series B Preferred Stock"). No shares of Preferred Stock were outstanding as of the date hereof and prior to giving effect to the transactions contemplated hereby. The number of shares of Common Stock authorized to be issued is 5,600,000, par value \$.01. As of the date hereof, and before giving effect to the transactions contemplated hereby, 1,000 shares of Common Stock were issued and outstanding, all of which were held by QuadraMed California.

B. QuadraMed California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital stock of 215,000,000 shares. The number of shares of Preferred Stock authorized to be issued is 75,000,000, no par value, of which 29,474,170 shares have been designated Series A Preferred Stock (the "Series A Preferred Stock") and 41,050,644 shares have been designated Series B Preferred Stock (the "Series B Preferred Stock"). The number of shares of Common Stock authorized to be issued is 140,000,000, no par value. As of the date hereof, and before giving effect to the transactions contemplated hereby, 29,074,175 shares of Series A Preferred Stock were issued and outstanding, 40,812,500 shares of Series B Preferred Stock were issued and outstanding and 9,628,100 shares of Common Stock were issued and outstanding.

C. The Board of Directors of QuadraMed California has determined that, for the purpose of effecting the reincorporation of QuadraMed California in the State of Delaware, it is advisable and in the best interests of QuadraMed California that QuadraMed California merge with and into QuadraMed Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of QuadraMed Delaware and QuadraMed California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective sole stockholder and shareholders, and executed by the undersigned officers.

E. QuadraMed Delaware is a wholly-owned subsidiary of QuadraMed California.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, QuadraMed Delaware and QuadraMed California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the General Corporation Law of the State of Delaware and the General Corporation Law of the State of California, QuadraMed California shall be merged with and into QuadraMed Delaware (the "Merger"), the separate existence of QuadraMed California shall cease and QuadraMed Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be QuadraMed Corporation

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of QuadraMed California and the sole stockholder of QuadraMed Delaware in accordance with the requirements of the General Corporation Law of the State of California and the General Corporation Law of the State of Delaware;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the General Corporation Law of the State of Delaware shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed counterpart of the Certificate of Merger, an executed counterpart of this Agreement or any other document filed with the Secretary of State of the State of Delaware pursuant to section (c) above, shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

3.2 QuadraMed California Preferred Shares.

(a) Series A Convertible Preferred Stock. Upon the Effective Date of the Merger, each 25 shares of Series A Preferred Stock of QuadraMed California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of QuadraMed California Common Stock as set forth in the Articles of Incorporation of QuadraMed California, as amended, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one fully paid and nonassessable share of Series A Preferred Stock of the Surviving Corporation, par value \$.01 per share, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation. Upon the conversion of the Surviving Corporation's Series A Preferred Stock, each share of such Series A Preferred Stock of the Surviving Corporation shall be converted as set forth in the Certificate of Incorporation of QuadraMed Delaware.

(b) Series B Convertible Preferred Stock. Upon the Effective Date of the Merger, each 25 shares of Series B Preferred Stock of QuadraMed California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of QuadraMed California Common Stock as set forth in the Articles of Incorporation of QuadraMed California, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one fully paid and nonassessable share of Series B Preferred Stock of the Surviving Corporation, par value \$.01 per share, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation. Upon the conversion of the Surviving Corporation's Series B Preferred Stock, such Series B Preferred Stock of the Surviving Corporation shall be converted as set forth in the Certificate of Incorporation of QuadraMed Delaware.

3.3 QuadraMed California 1996 Stock Incentive Plan and 1996 Employee Stock Purchase Plan.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of QuadraMed California under its 1996 Stock Incentive Plan, its 1996 Employee Stock Purchase Plan and those non-statutory stock options granted pursuant to certain written compensation agreements (collectively, the "Plans"). Each outstanding and unexercised option to purchase QuadraMed California Common Stock (an "Option") under the Plans shall become, on the basis of one share of the Surviving Corporation's Common Stock for each 25 shares of QuadraMed California Common Stock issuable pursuant to any such option, an option to purchase the Surviving Corporation's Common Stock on the same terms and conditions and at an exercise price reflecting the one-for-25 conversion ratio described above.

(b) One share of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of Options equal to 25 shares of QuadraMed California Common Stock so reserved immediately prior to the Effective Date of the Merger.

Accordingly, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 Warrants. Upon the effective date of the Merger, the Surviving Corporation shall assume the obligations of QuadraMed California to issue 38,002,744 shares of Common Stock, 400,000 shares of Series A Preferred Stock and 238,095 shares of Series B Preferred Stock pursuant to certain warrants (the "Warrants"). One share of the Surviving Corporation's Common Stock, Series A Preferred Stock and Series B Preferred Stock shall be reserved for issuance pursuant to the Warrants for each 25 shares of such stock of QuadraMed California so reserved for issuance prior to the Effective Date of the Merger on the same terms and conditions reflecting the one-for-25 conversion ratio described above.

3.5 QuadraMed Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, par value \$.01 per share, of QuadraMed Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by QuadraMed Delaware, the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

3.6 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of QuadraMed California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to such holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of QuadraMed California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of QuadraMed California Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of QuadraMed California so converted and

given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Surviving Corporation.

If any certificate for shares of QuadraMed Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of QuadraMed Delaware that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of QuadraMed Delaware. QuadraMed Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) File any and all documents with the California Franchise Tax Board necessary for the assumption by QuadraMed Delaware of all of the franchise tax liabilities of QuadraMed California.

(b) Take such other actions as may be required by the General Corporation Law of the State of California.

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

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either QuadraMed California or of QuadraMed Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of QuadraMed California.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholder or shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.


4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 80 East Sir Francis Drake Boulevard, Suite 2A, Larkspur, California 94939, and copies thereof will be furnished to any stockholder or shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the General Corporation Law of the State of California.

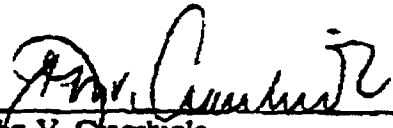
4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of QuadraMed Corporation, a Delaware corporation, and QuadraMed Corporation, a California corporation, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

QUADRAMED CORPORATION,
a Delaware corporation

By: 
James D. Durham,
Chief Executive Officer

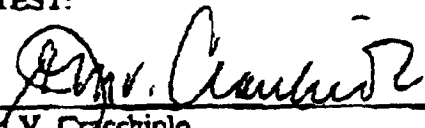
ATTEST:


John V. Cracchiolo,
Secretary

QUADRAMED CORPORATION,
a California corporation

By: 
James D. Durham,
Chief Executive Officer

ATTEST:


John V. Cracchiolo,
Secretary

[Signature page to Agreement and Plan of Merger]