

06-28-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



ET U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102139062

To the Honorable Commissic

and attached original document or copy thereof.

1. Name of conveying party:  
**SOLOMON SOFTWARE, INC.**

6-24-02

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

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party:  
Name: GREAT PLAINS SOFTWARE, INC.  
Internal Address: \_\_\_\_\_  
Street Address: ONE LONE TREE ROAD  
City: FARGO State: ND ZIP: 58104

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership               Limited Partnership  
 Corporation - State              MINNESOTA  
 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 Dates:  
 1) June 20, 2001                      3) \_\_\_\_\_  
 2) \_\_\_\_\_                      4) \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No(s). \_\_\_\_\_  
 B. Trademark Registration No(s).  
     1,356,426  
     1,980,624

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Seed Intellectual Property Law Group PLLC  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 701 Fifth Avenue, Suite 6300  
 City: Seattle State: WA ZIP: 98104-7092

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:  
19-1090  
 (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.*

WILLIAM O. FERRON, JR.                      [Signature]                      June 18, 2002  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_ 5

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01 FC:481 40.00 DP  
02 FC:482 25.00 DP

TRADEMARK  
REEL: 2532 FRAME: 0910

ARTICLES OF MERGER

MERGER  
OF  
SOLOMON SOFTWARE, INC.  
WITH AND INTO  
GREAT PLAINS SOFTWARE, INC.

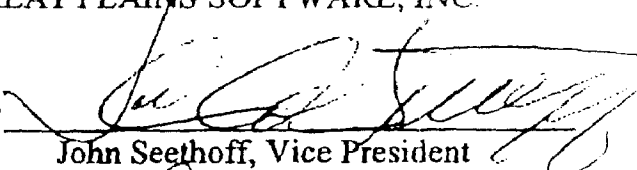
Pursuant to Section 302A.621 of the Minnesota Business Corporation Act, the undersigned Vice Presidents, John Seethoff and Brent Callinicos, of Great Plains Software, Inc., a Minnesota corporation, hereby certify as follows:

1. The plan of merger attached hereto as Exhibit A, for the merger into Great Plains Software, Inc., of its wholly-owned subsidiary, Solomon Software, Inc., an Ohio corporation, was duly adopted by the board of directors of Great Plains Software, Inc.
2. The number of outstanding shares of each class and series of stock of Solomon Software, Inc., is 100 shares of Class A Common Stock. Great Plains Software, Inc., owns all of the outstanding shares of Solomon Software, Inc.
3. A copy of the plan of merger was not mailed to the shareholder of Solomon Software, Inc., because Great Plains Software, Inc., is the sole shareholder of the corporation.


IN WITNESS WHEREOF, the undersigned Vice Presidents of Great Plains Software, Inc., being duly authorized on behalf of Great Plains Software, Inc., have executed this document this 20 day of June, 2001.

GREAT PLAINS SOFTWARE, INC.

By:

  
John Seethoff, Vice President

By:

  
Brent Callinicos, Vice President

## EXHIBIT A

### AGREEMENT OF MERGER

This Agreement of Merger is effective the later of (i) filing of the Certificate of Merger with the Ohio Secretary of State, and (ii) filing of the Articles of Merger with the Minnesota Secretary of State, and is made by and between Solomon Software, Inc., an Ohio corporation, with its principal office at 200 East Hardin Street, Findlay, Ohio 45840, herein referred to as "the constituent corporation", and Great Plains Software, Inc., a Minnesota corporation, with its principal office at One Lone Tree Road, Fargo, North Dakota 58104, herein referred to as "the surviving corporation".

The constituent corporation is a corporation organized and existing under and by virtue of the laws of the State of Ohio and is a wholly owned subsidiary of the surviving corporation, Great Plains Software, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota. The surviving corporation, Great Plains Software, Inc., is qualified to transact business in the State of Ohio as a foreign corporation.

In consideration of the foregoing and the respective conditions herein set forth, the constituent corporation and surviving corporation agree as follows:

- FIRST:**
- (a) The name of the constituent corporation is Solomon Software, Inc., an Ohio corporation.
  - (b) The name of the surviving corporation is Great Plains Software, Inc., a Minnesota corporation.

**SECOND:** The terms and conditions of the merger, including the manner and basis of converting the shares of the constituent corporation into the shares of the surviving corporation are as follows:

- (a) The constituent corporation shall be merged into and with the surviving corporation, which shall survive the merger. Upon such

merger the separate corporate existence of the constituent corporation shall cease and the surviving corporation shall become the owner, without other transfer, of all the rights and property of the constituent corporation, and the surviving corporation shall become subject to all the debts and liabilities of the corporation in the same manner as if the surviving corporation had itself incurred them.

- (b) The Articles of Incorporation of the surviving corporation, as in effect on the effective date, shall be the Articles of Incorporation of the surviving corporation until the same be altered, amended or repealed, or until new Articles of Incorporation are adopted as provided by the laws of the State of Minnesota.
- (c) The Bylaws of the surviving corporation, as in effect on the effective date, shall be the Bylaws of the surviving corporation until the same be altered, amended or repealed, or until new regulations are adopted as provided by the Bylaws and the laws of the State of Minnesota.
- (d) The number and names of the persons who shall constitute the board of directors of the surviving corporation, and who shall hold office until the next annual meeting of the shareholders of the surviving corporation shall be the number and names of the board of directors of the surviving corporation.
- (e) The method of converting the shares of the constituent corporation into shares of the surviving corporation shall be as follows:
  - i. Any and all shares of common stock of the constituent corporation whether issued and outstanding or held by the constituent corporation in its treasury on the effective date of the merger shall forthwith be surrendered to the surviving corporation for cancellation, and no shares of the surviving corporation shall be issued or issuable in respect thereof.
  - ii. After the effective date of the merger, holders of certificates for shares of common stock in the constituent corporation shall surrender them to the surviving corporation, or its duly appointed agent, in such manner as the surviving corporation shall legally require.

- (f) This Merger Agreement shall be submitted to the shareholder and directors of the constituent corporation for their approval in the manner provided by the applicable laws of the State of Ohio.
- (g) This Merger Agreement shall be submitted to the directors of the surviving corporation for their approval in the manner provided by the applicable laws of the State of Minnesota.

**THIRD:** The surviving corporation, Great Plains Software, Inc. consents to be sued and served with process in the State of Ohio and irrevocably appoints the Ohio Secretary of State as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the surviving corporation any obligation of the constituent corporation, Solomon Software, Inc..

This Agreement of Merger may be executed in any number of counterparts, and all such counterparts and copies shall be and constitute an original instrument.

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

JUN 22 2001 20

*Mary Kiffmeyer*  
Secretary of State