FORM PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

TRADEMARK

REEL: 002558 FRAME: 0758

	narks: Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies):
DATAWORKS CORPORATION	Name: DATAWORKS CORPORATION
Individual(s) [] Association General Partnership [] Limited Partnership] Corporation-State <u>Galifornia</u>	Street Address: 9 East Loockerman Street Dover. Delaware 19901
Other iditional name(s) of conveying party(ies) attached? []Yes [X] No	[] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State <u>Delaware</u>]] Other
Nature of conveyance:	If assignee is not domiciled in the United States, a domestic representative
Assignment X Merger Security Agreement Change of Name Other	designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? []Yes [X] No
execution Date: September 24, 1998	
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark registration No.(s) 2,056,723 2,101,768 1,950,391 1,552,647 1,557,335 1,950,390 2,006,585 2,042,827 2,113,917 1,987,918 1,928,508 1,959,717 2,044,073 2,265,928
dditional numbers attached? []Yes [X] No	
Name and address of party to whom correspondence oncerning document should be mailed:	 Total number of applications and registrations involved: 14
ame: Charles E. Steffey	7. Total fee (37 CFR 3.41):\$ 365.00
nternal Address: <u>365.000001</u> Schwegman, Lundberg, Woessner & Kluth, P.A. P.O. Box 2938	[] Enclosed [X] Authorized to be charged to deposit account
Minneapolis, MN 55402-0938	Please charge any additional fees or credit any overpayments to our Deposit account number:
DO NO	OT USE THIS SPACE
. Statement and signature.	
To the best of my knowledge and belief, the foregoing information is for	he and correct and any attached copy is a true copy of the original document.
Charles E. Steffev/Reg. No. 25,179 Name of Person Signing Signature	October 8, 2002 Date

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

DECLARATION

I, Kimberly Nute, am the Trademark Paralegal at Schwegman, Lundberg, Woessner & Kluth, P.A. This Declaration is to verify that the attached documents are being submitted for recordation of the merger of September 24, 1998 from DATAWORKS CORPORATION, a California corporation, to DATAWORKS CORPORATION, a Delaware corporation.

No signed copies of the Articles of Merger were available in our files or those of Epicor Software Corporation. Enclosed is an 8-K report, dated October 23, 1998, from the U.S. Securities and Exchange Commission, which was filed with Exhibit 2.1, which is the Agreement and Plan of Merger. (Exhibit 2.1 changes DATAWORKS CORPORATION, a California corporation, to DATAWORKS CORPORATION, a Delaware corporation). The Report and Exhibit 2.1 are copies from www.sec.gov, Edgar data pages. I am submitting pages 1-8 of the 8-K report and Exhibit 2.1 and not submitting pages 9-39 which do not relate to the Articles of Merger. The enclosed are the best evidence available of the merge from DATAWORKS CORPORATION, a California corporation, to DATAWORKS CORPORATION, a Delaware corporation.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the applications or documents or any registrations resulting therefrom, declares that all statements made of her own knowledge are true; and all statements made on information and belief are believed to be true.

Dated

2002

Bv:

ame: Ku

Title

K Karalegal

#466994.wpd

TRADEMARK REEL: 002558 FRAME: 0759

```
----BEGIN PRIVACY-ENHANCED MESSAGE-----
Proc-Type: 2001, MIC-CLEAR
Originator-Name: webmaster@www.sec.gov
Originator-Key-Asymmetric:
{\tt MFgwCgYEVQgBAQICAf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGj1WyK3XmZv3dTINen}
 {\tt TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7zlT+B+twIDAQAB}
MIC-Info: RSA-MD5,RSA,
 I73FbvHv7ygVWINYgu3ZoVcWkkL9gTngsiTxPB9tBQdzeSS2xoRdSBqnlq8t5Max
 EqC84Pgl5hgix5a9fOXQtQ==
<SEC-DOCUMENT>0000936392-98-001381.txt : 19981026
<SEC-HEADER>0000936392-98-001381.hdr.sgml : 19981026
                               0000936392-98-001381
ACCESSION NUMBER:
                               8-K
CONFORMED SUBMISSION TYPE:
PUBLIC DOCUMENT COUNT:
                               19991002
CONFORMED PERIOD OF REPORT:
ITEM INFORMATION:
ITEM INFORMATION:
                                 19981023
FILED AS OF DATE:
                        MASD
SROS:
FILER:
        COMPANY DATA:
                                                         DATAWORKS CORP
                COMPANY CONFORMED NAME:
                                                         0001000860
                CENTRAL INDEX KEY:
                STANDARD INDUSTRIAL CLASSIFICATION:
                                                         SERVICES-PREPACKAGED SOFTWAR
                                                         330209937
                IRS NUMBER:
                                                        DE
                STATE OF INCORPORATION:
                                                         1231
                FISCAL YEAR END:
        FILING VALUES:
                FORM TYPE:
                                         8 - K
                SEC ACT:
                SEC FILE NUMBER:
                                       000-26814
                                         98729903
                FILM NUMBER:
         BUSINESS ADDRESS:
                                         5910 PACIFIC CENTER BLVD STE 300
                STREET 1:
                                         SAN DIEGO
                 CITY:
                                         CA
                 STATE:
                                         92121
                 ztp:
                 BUSINESS PHONE:
                                         6195469600
         MAIL ADDRESS:
                                         5910 PACIFIC CENTER BLVD
                 STREET 1:
                                         SAN DIEGO
                 CITY:
                                         CA
                 STATE:
                                         92121
                 ZIP:
</sec-HEADER>
<DOCUMENT>
<TYPE>8-K
<SEOUENCE>1
 <DESCRIPTION>FORM 8-K
 <TEXT>
 <PAGE>
          1
```

SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 2, 1998

DATAWORKS CORPORATION (Exact name of registrant as specified in its charter)

DELAWARE (State or other jurisdiction of incorporation)

0-26814 (Commission File No.) 33-0209937 (IRS Employer Identification No.)

5910 PACIFIC CENTER BLVD., SUITE 300 SAN DIEGO, CALIFORNIA 92121 (Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (619) 546-9600

<PAGE> 2

Item 5. Other Events.

REINCORPORATION.

Pursuant to shareholder approval obtained at the Annual Meeting of Shareholders of DataWorks Corporation (the "Company") held June 18, 1998, the Company completed its reincorporation in Delaware on October 2, 1998.

The Agreement and Plan of Merger, filed with the Delaware Secretary of State to effect the reincorporation, and the Company's Delaware Certificate of Incorporation and Bylaws have been filed as Exhibits 2.1, 99.1 and 99.2, respectively, to this Current Report on Form 8-K.

MERGER AGREEMENT WITH PLATINUM SOFTWARE CORPORATION.

On October 13, 1998, the Company announced that it had entered into a definitive Agreement and Plan of Reorganization (the "Merger Agreement") with Platinum Software Corporation, a Delaware corporation ("Platinum"), pursuant to which the Company will become a wholly owned subsidiary of Platinum in a stock-for-stock merger intended to qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended. The Merger Agreement has been filed as Exhibit 2.2 to this Current Report on

Form 8-K. The Company hereby incorporates by reference the contents of the news release announcing the signing of the Merger Agreement filed as Exhibit 99.3 to this report.

Item 7. Exhibits.

- 2.1 Agreement and Plan of Merger between DataWorks Corporation, a Delaware corporation, and DataWorks Corporation, a California corporation.
- 2.2 Agreement and Plan of Reorganization dated as of October 13, 1998, by and among Platinum, Zoo Acquisition Corp. and DataWorks.(1)
- 99.1 Registrant's Certificate of Incorporation.
- 99.2 Registrant's Bylaws.
- 99.3 Press Release dated October 13, 1998 announcing the signing of the Merger Agreement between the Company and Platinum.
- (1) Incorporated by reference to the Schedule 13D, dated as of October 13, 1998, filed by Platinum Software Corporation with respect to the Common Stock of DataWorks Corporation.

1

<PAGE> 3

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DATAWORKS CORPORATION

Dated: October 23, 1998

By: /s/ Stuart W. Clifton

Stuart W. Clifton

President and Chief

Executive Officer

2

<PAGE> 4

INDEX TO EXHIBITS

- 2.1 Agreement and Plan of Merger between DataWorks Corporation, a Delaware corporation, and DataWorks Corporation, a California corporation.
- 2.2 Agreement and Plan of Reorganization dated as of October 13, 1998, by and among Platinum, Zoo Acquisition Corp. and DataWorks.(1)

TRADEMARK

- Registrant's Certificate of Incorporation. 99.1
- Registrant's Bylaws. 99.2
- Press Release dated October 13, 1998 announcing the signing of 99.3 the Merger Agreement between the Company and Platinum.
- Incorporated by reference to the Schedule 13D, dated as of October 13, (1) 1998, filed by Platinum Software Corporation with respect to the Common Stock of DataWorks Corporation.

3

</TEXT> </DOCUMENT> <DOCUMENT> <TYPE>EX-2.1 <SEQUENCE>2 <DESCRIPTION>EXHIBIT 2.1 <TEXT>

<PAGE> 1

EXHIBIT 2.1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of September 24, 1998, by and between DataWorks Corporation, a California corporation ("DataWorks California"), and DataWorks Corporation, a Delaware corporation ("DataWorks Delaware"). DataWorks California and DataWorks Delaware are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of DataWorks California consists of thirty million (30,000,000) shares, of which twenty-five million (25,000,000) shares are designated Common Stock, no par value, and five million (5,000,000) shares are designated Preferred Stock, no par value. The authorized capital stock of DataWorks Delaware consists of fifty million (50,000,000) shares of Common Stock, \$.001 par value, and five million (5,000,000) shares of Preferred Stock, \$.001 par value per share.

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

Following the Merger (as defined below) the subsidiaries of DataWorks California shall be the subsidiaries of DataWorks Delaware.

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

1. TERMS AND CONDITIONS

- 1.1 MERGER. DataWorks California shall be merged with and into DataWorks Delaware (the "Merger"), and DataWorks Delaware shall be the surviving corporation (the "Surviving Corporation") effective at 10:00 a.m. (Pacific Daylight Time) on October 2, 1998 (the "Effective Time").
- 1.2 SUCCESSION. At the Effective Time, DataWorks Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of DataWorks California, except insofar as it may be continued by operation of law, shall be terminated and cease.
- 1.3 TRANSFER OF ASSETS AND LIABILITIES. At the Effective Time, 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

1.

<PAGE> 2

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.

- 1.4 COMMON STOCK OF DATAWORKS CALIFORNIA AND DATAWORKS DELAWARE. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Common Stock of DataWorks California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Common Stock of DataWorks Delaware; and (ii) each share of Common Stock of DataWorks Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.
- 1.5 STOCK CERTIFICATES. At and after the Effective Time, all of the outstanding certificates which prior to that time represented shares of the Common Stock of DataWorks California shall be deemed for all purposes to evidence ownership of and to represent the shares of DataWorks Delaware into which the shares of DataWorks 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 DataWorks Delaware evidenced by such outstanding certificate as above provided.

- 1.6 OPTIONS OF DATAWORKS CALIFORNIA. At the Effective Time, the Surviving Corporation will assume and continue all of DataWorks California's stock option plans in existence at the Effective Time, including without limitation all options outstanding under such stock option plans and any other outstanding options shall be converted into options of DataWorks Delaware, such that an option for one (1) share of DataWorks California shall be converted into an option for (1) share of DataWorks Delaware, with no change in the exercise price of the DataWorks Delaware option. No other changes in the terms and conditions of such options will occur. Effective at the Effective Time, DataWorks Delaware hereby assumes the outstanding and unexercised portions of such options and the obligations of DataWorks California with respect thereto.
- 1.7 WARRANTS. On the Effective Time, the Surviving Corporation will assume and continue warrants of DataWorks California and the outstanding and unexercised portions of all warrants, including without limitation all warrants to purchase shares of Common Stock outstanding and any other outstanding warrants, shall be converted into warrants of DataWorks Delaware, such that a warrant for one (1) share of DataWorks California shall be converted into

<PAGE>

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

- 1.8 EMPLOYEE BENEFIT PLANS. At the Effective Time, the Surviving Corporation shall assume all obligations of DataWorks California under any and all employee benefit plans in effect as of the Effective Time with respect to which employee rights or accrued benefits are outstanding as of such time, including but not limited to the Company's 401(k) Plan provided, however, that one share Common Stock of DataWorks Delaware shall be substituted for each share of Common Stock of DataWorks California (if any) thereunder. At the Effective Time, 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 DataWorks Delaware Common Stock with respect to each such employee benefit plan as is equal to the number of shares of DataWorks California Common Stock (if anv) so reserved at the Effective Time.
- 2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS
- 2.1 CERTIFICATE OF INCORPORATION AND BYLAWS. The Certificate of Incorporation and Bylaws of DataWorks Delaware in effect at the Effective Time shall continue to be the Certificate of Incorporation and Bylaws of the surviving Corporation.
- 2.2 DIRECTORS. The directors of DataWorks California immediately preceding the Effective Time shall become the directors of the Surviving Corporation at and after the Effective Time to serve until the expiration of

their terms and until their successors are elected and qualified.

2.3 OFFICERS. The officers of DataWorks California immediately preceding the Effective Time shall become the officers of the Surviving Corporation at and after the Effective Time to serve at the pleasure of its Board of Directors.

3. 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 DataWorks 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 DataWorks 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 DataWorks 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 DataWorks California, this Merger Agreement may be amended in any manner (except that, after

З.

<PAGE> 4

the approval of the Merger Agreement by the shareholders of DataWorks California, the principal terms may not be amended without the further approval of the shareholders of DataWorks California) as may be determined in the judgment of the respective Board of Directors of DataWorks Delaware and DataWorks 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 obligation 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 DataWorks California in accordance with applicable provisions of the General Corporation Law of the State of California; and
- (b) DataWorks California, as sole stockholder of DataWorks 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 DataWorks California to be material to consummation of the Merger shall have been obtained.
- 3.4 ABANDONMENT OR DEFERRAL. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either DataWorks California or DataWorks Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of DataWorks California or DataWorks Delaware or the prior filing of this Merger

Agreement with the Secretary of State of the State of 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 DataWorks California and DataWorks 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 DataWorks 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.

<PAGE> 5

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

> DATAWORKS CORPORATION a California corporation

By: /s/ Stuart W. Clifton _____

> Stuart W. Clifton President and Chief Executive Officer

ATTEST:

/s/ Bradley J. Thies _ ____ Bradley J. Thies Secretary

> DATAWORKS CORPORATION a Delaware Corporation

By: /s/ Stuart W. Clifton ______

> Stuart W. Clifton President and Chief Executive Officer

ATTEST:

/s/ Bradley J. Thies