

04-24-2003

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Mail # 30182.0001

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



102428888

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

1. Name of conveying party(ies):

Chronology Corporation

4.22.03

Individuals                       Association  
 General Partnership           Limited Partnership  
 Corporation-State of Washington  
 Other: \_\_\_\_\_

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

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

C2 Design Automation  
d/b/a Forte Design Systems  
1798 Technology Drive  
San Jose, California 95110

OFFICE OF PUBLIC RECORDS  
2003 APR 22 PM 10:56  
FINANCE SECTION

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
(Designations must be 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: July 16, 2001

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

A. Trademark Application No.(s)/ Mark(s)                      B. Trademark Reg. No.(s)/Mark(s)

2,506,739 QUICKDRIVE

Additional numbers attached?  Yes  No

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

Name: John L. Beard, Esq.  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1

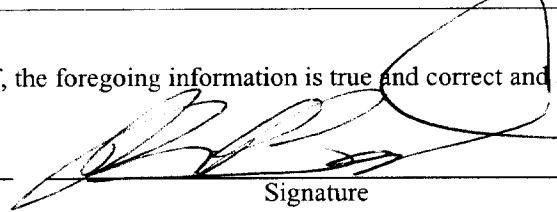
7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

John L. Beard                                            April 17, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 13

Do not detach this portion

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

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

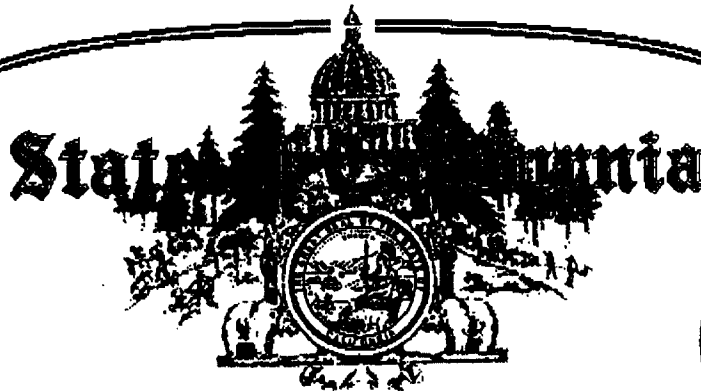
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK  
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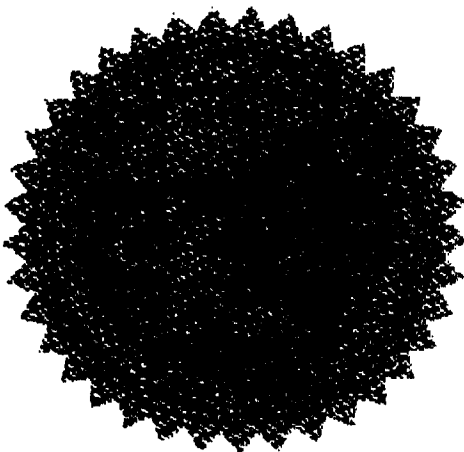
**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 20 2001



*Bill Jones*

Secretary of State

A 567622

AGREEMENT OF MERGER  
OF  
C2 DESIGN AUTOMATION  
AND  
CHRONOLOGY CORPORATION

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

JUL 16 2001

BILL JONES, Secretary of State

This Agreement of Merger, dated July 16, 2001 (this "Agreement"), is entered into by and between C2 DESIGN AUTOMATION (dba CYNAPPS), a California corporation ("CynApps"), and CHRONOLOGY CORPORATION, a Washington corporation ("Chronology").

RECTALS

A. CynApps and Chronology have entered into the Agreement and Plan of Reorganization (the "Reorganization Agreement") dated May 10, 2001 by and between CynApps and Chronology. This Agreement and the Reorganization Agreement are intended to be construed together to effectuate their purpose.

B. The Boards of Directors of CynApps and Chronology deem it advisable and in the best interests of CynApps' and Chronology's shareholders that Chronology be merged with and into CynApps (the "Merger").

C. The Boards of Directors and shareholders of CynApps and Chronology have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Merger. Chronology will be merged with and into CynApps and CynApps will be the surviving corporation. CynApps is sometimes referred to herein as the "Surviving Corporation."

2. Effective Time. The Merger will become effective at such time (the "Effective Time") as this Agreement and the officers' certificates of each of CynApps and Chronology are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. Conversion. At the Effective Time,

(a) Each of the issued and outstanding shares of capital stock of CynApps will remain outstanding as one validly issued, fully paid and nonassessable share of CynApps capital stock, with identical rights and privileges,

(b) Each share of Chronology's Common Stock (the "Chronology Common Stock"), issued and outstanding immediately before the Effective Time, will be canceled and extinguished and be converted automatically into the right to receive a fraction of a share of

CynApps' Common Stock (the "CynApps Common Stock") equal to 0.909563 (the "Exchange Ratio"),

(c) Each share of Chronology's Series A Preferred Stock (the "Chronology Series A") issued and outstanding immediately prior to the Effective Time will be canceled and extinguished and be converted automatically into the right to receive a fraction of a share of CynApps' Series C-1 Preferred Stock ("CynApps Series C-1") equal to three times the Exchange Ratio,

(d) Each share of Chronology's Series B Preferred Stock (the "Chronology Series B") issued and outstanding immediately prior to the Effective Time will be canceled and extinguished and be converted automatically into the right to receive a fraction of a share of CynApps' Series C-2 Preferred Stock ("CynApps Series C-2") equal to three times the Exchange Ratio,

(e) Each share of Chronology's Series C Preferred Stock (the "Chronology Series C") issued and outstanding immediately prior to the Effective Time will be canceled and extinguished and be converted automatically into the right to receive a fraction of a share of CynApps' Series C-3 Preferred Stock ("CynApps Series C-3") equal to three times the Exchange Ratio,

(f) Each share of Chronology's Series D Preferred Stock (the "Chronology Series D") issued and outstanding immediately prior to the Effective Time will be canceled and extinguished and be converted automatically into the right to receive a fraction of a share of CynApps' Series C-4 Preferred Stock ("CynApps Series C-4") equal to the Exchange Ratio,

(g) All options to purchase shares of Chronology Common Stock will be assumed by CynApps and will become exercisable for that number of whole shares of CynApps Common Stock equal to the product of that number of shares of Chronology Common Stock that were issuable upon exercise of such option multiplied by the Exchange Ratio, rounded to the nearest whole share, and the per share exercise price for the shares of CynApps Common Stock issuable upon exercise of such assumed option will be equal to quotient determined by dividing the exercise price per share of such option by the Exchange Ratio,

(h) All debt of Chronology will be converted into that number of shares of CynApps' Series D Preferred Stock equal to the principal amount and accrued interest of such debt, divided by \$2.0544, the purchase price of CynApps' Series D Preferred Stock (the "Series D Purchase Price").

(i) All warrants to purchase shares of Chronology capital stock (each a "Chronology Warrant") then outstanding and exercisable will be exchanged for warrants to purchase shares of CynApps capital stock. Such exchanged warrants will continue to have, and be subject to, the same terms and conditions set forth in each Chronology Warrant except that (A) a warrant to purchase one (1) share of Chronology will be exchanged for a warrant to purchase 0.909563 share of CynApps' Series D Preferred Stock, (B) the per share exercise price for the shares of CynApps Series D Preferred Stock issuable upon exercise of such exchanged Chronology Warrant will be equal to the CynApps Series D Purchase Price and (C) and the term

of such exchanged Chronology Warrants will be five (5) years from the date of the Effective Time. The exercisability of the Chronology Warrants will not be accelerated as a result of the Merger.

4. Dissenting Shares. Any shares of Chronology capital stock held by a holder who has demanded and perfected dissenters' rights for such shares in accordance with Washington Law and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights ("Dissenting Shares"), will not be converted into CynApps capital stock, but the holder thereof will only be entitled to such rights as are granted by Washington Law. If after the Effective Time any Dissenting Shares will lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares will be converted into CynApps capital stock as provided under the Reorganization Agreement.

5. Fractional Shares. No fraction of a share of CynApps Common Stock, CynApps Series C-1, CynApps Series C-2, CynApps Series C-3 or CynApps Series C-4, as the case may be, will be issued at the Effective Time, but in lieu thereof, any shares of Chronology that would otherwise be converted to a fraction of a share of CynApps stock (after aggregating all fractional shares of CynApps Common Stock, CynApps Series C-1, CynApps Series C-2, CynApps Series C-3, or CynApps Series C-4, as the case may be, to be received by any given holder) will be rounded to the nearest whole share of CynApps Common Stock, CynApps Series C-1, CynApps Series C-2, CynApps Series C-3, or CynApps Series C-4, as the case may be.

6. Conversion of Company Capital Stock. The conversion of the Chronology Common Stock into CynApps Common Stock as provided by this Agreement will occur automatically at the Effective Time without any action by the holders thereof. Each holder of Chronology capital stock will thereupon be entitled to receive shares of CynApps capital stock in accordance with the Reorganization Agreement.

7. Effect of the Merger. At the Effective Time, the separate existence of the Chronology will cease, and CynApps will succeed, without other transfer, to all of the rights and properties of the Chronology and will be subject to all the debts and liabilities thereof in the same manner as if CynApps had itself incurred them. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Chronology and CynApps will vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Chronology and CynApps will become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

8. Plan of Reorganization. This Agreement is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. Articles of Incorporation; Bylaws; Directors and Officers of Surviving Corporation.

(a) At the Effective Time, the articles of incorporation of CynApps, as in effect immediately prior to the Effective Time, will be the articles of incorporation of the

Surviving Corporation until thereafter amended as provided by law and such articles of incorporation and bylaws of the Surviving Corporation.

(b) At the Effective Time, the bylaws of CynApps, as in effect immediately prior to the Effective Time, will be the bylaws of the Surviving Corporation until thereafter amended as provided by such bylaws, the articles of incorporation and applicable law.

(c) The following named persons will serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until such time as their successors have been elected and have qualified: Jacob Jacobsson, David Evans, John Sanguinetti, Winston Fu, Sam Lcc, Lucio Lanza and Steve Blank.

10. Miscellaneous.

(a) Prior to the Effective Time, this Agreement will terminate forthwith in the event that the Reorganization Agreement is terminated as therein provided.

(b) In the event of the termination of this Agreement as provided above, this Agreement will forthwith become void and there will be no liability on the part of Chronology or CynApps or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

(c) This Agreement may be signed in one or more counterparts, each of which will be deemed an original and all of which will constitute one agreement. A facsimile signature page will be deemed an original.


(d) Prior to the Effective Time, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.


(e) The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


**CHRONOLOGY CORPORATION**

By:   
David Evans, President & CEO

By:   
Michael A. Meredith, Secretary

**C2 DESIGN AUTOMATION**

By:   
Jacob Jacobson, President & CEO

By:   
Jacob Jacobson, Secretary

C2 DESIGN AUTOMATION

OFFICERS' CERTIFICATE OF MERGER

Jacob Jacobsson hereby certifies as follows:

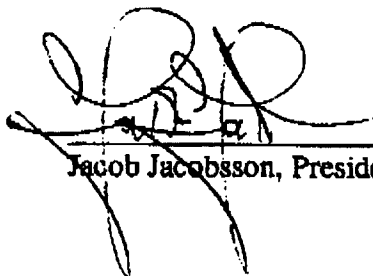
1. He is the President and Secretary of C2 Design Automation (dba CynApps), a California corporation (the "Company").
2. The Agreement of Merger in the form attached hereto (the "Agreement of Merger") was duly approved by the Company's Board of Directors.
3. The total numbers of outstanding shares of the Company's capital stock entitled to vote on the merger are:  

6,538,750 shares of Preferred Stock, and  
3,800,670 shares of Common Stock.
4. The Agreement of Merger must be approved by a majority of the outstanding shares of the Company, pursuant to the provisions of the California General Corporation Law ("CGCL"), the majority of the outstanding shares of Common Stock, voting as a separate class, and by two-thirds of the outstanding shares of the Company's Preferred Stock, voting as a separate class, pursuant to provisions of the Company's Articles of Incorporation, as amended and in full force and effect on the date hereof ("Articles").
5. The Agreement of Merger was approved by (a) a vote of 9,954,109 shares of the Company's outstanding stock, voting together as a class, which is equal to or exceeded the vote required under the CGCL, (b) a vote of 3,667,754 of the Company's outstanding common stock, voting as a separate class, which is equal to or exceeded the vote required under the CGCL, and (b) a vote of 6,286,355 shares of the Preferred Stock, voting as a separate class, which is equal to or exceeded the votes required under the Articles.



The undersigned further declares 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 the undersigned's knowledge.

Executed this 19 day of July, 2001 in Santa Clara County, California.

A handwritten signature in black ink, appearing to read 'Jacob Jacobsson', is written over a horizontal line. The signature is stylized and somewhat illegible.

Jacob Jacobsson, President and Secretary

**CHRONOLOGY CORPORATION****OFFICERS' CERTIFICATE OF MERGER**

David Evans and Michael Meredith hereby certify as follows:

1. They are the President/Chief Executive Officer and Secretary, respectively, of Chronology Corporation, a Washington corporation (the "Company").

2. The Agreement of Merger in the form attached hereto (the "Agreement of Merger") was duly approved by the Company's Board of Directors.

3. The total numbers of outstanding shares of the Company's capital stock entitled to vote on the merger are:


6,215,172 shares of Common Stock; and  
2,686,900 shares of Preferred Stock, consisting of  
350,000 shares of Series A Preferred Stock,  
1,118,328 shares of Series B Preferred Stock,  
468,572 shares of Series C Preferred Stock, and  
750,000 shares of Series D Preferred Stock.

4. Under Washington law and the charter documents of the Company, the Agreement of Merger must be approved by an affirmative vote of: (i) the holders of a majority of the outstanding Preferred Stock and Common Stock of the Company, voting together as a single class; (ii) the holders of a majority of the outstanding shares of Common Stock of the Company, voting separately as a single class; (iii) the holders of a majority of the outstanding shares of the Preferred Stock of the Company, voting separately as a single class; and (iv) the holders of a majority of the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock, each voting separately as a single class.

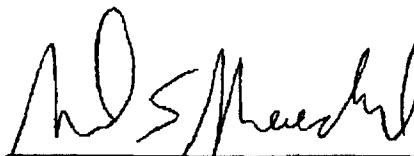
5. The Agreement of Merger was approved by a vote of (i) 8,590,902 shares of the Company's Preferred Stock and Common Stock, voting together as a class, which is equal to or exceeds the vote required; (ii) 6,009,305 shares of the Company's Common Stock, voting separately as a single class, which is equal to or exceeds the vote required; (iii) a vote of 2,581,597 shares of the Company's Preferred Stock, voting separately as a single class, which is equal to or exceeds the vote required; (iv) a vote of 263,499 shares of the Company's Series A Preferred Stock, voting separately as a single class, which is equal to or exceeds the vote required; (v) a vote of 1,099,526 shares of the Company's Series B Preferred Stock, voting separately as a single class, which is equal to or exceeds the vote required; (vi) a vote of 468,572 shares of the Company's Series C Preferred Stock, voting separately as a single class, which is equal to or exceeds the vote required; (vii) a vote of 750,000 shares of the Company's Series D Preferred Stock, voting separately as a single class, which is equal to or exceeds the vote required.

Each of the undersigned 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 to each of the undersigned's knowledge.

Executed this 16<sup>th</sup> day of July, 2001 in Redmond, Washington.



**Dave Evans**  
President and Chief Executive Officer



**Michael Meredith**  
Secretary

