

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	MERGER
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Best Software of California, Inc.		09/08/2003	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Best Software, Inc.
<b>Street Address:</b>	56 Technology Drive
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618
<b>Entity Type:</b>	CORPORATION: VIRGINIA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	76454658	INSIGHTS FOR THE LIFE OF YOUR BUSINESS

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(602)445-8100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	602-445-8382
<b>Email:</b>	DalyS@gtlaw.com
<b>Correspondent Name:</b>	Susan M. Daly
<b>Address Line 1:</b>	2375 East Camelback Road
<b>Address Line 2:</b>	Suite 700
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016

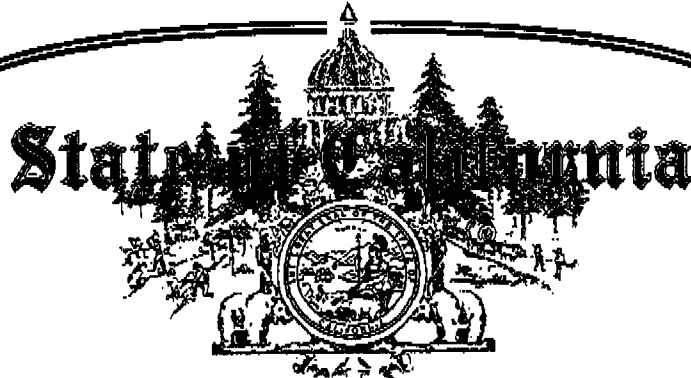
<b>ATTORNEY DOCKET NUMBER:</b>	70325.039500
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<b>NAME OF SUBMITTER:</b>	Susan M. Daly
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<b>Total Attachments: 3</b> source=76454658#page1.tif source=76454658#page2.tif source=76454658#page3.tif
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**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 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

SEP 23 2003



*Kevin Shelley*

Secretary of State

EFFECTIVE  
DATE

SEP - 9 2003

Agreement of Merger OCT - 1 2003

KEVIN SHELLEY  
Secretary of State

This Agreement of Merger (this "Agreement") is made and entered into this 8th day of September, 2003 by and between Best Software, Inc., a Virginia corporation ("Best" or the "Surviving Corporation") and Best Software of California, Inc., a California corporation (the "Disappearing Corporation").

WHEREAS, Best and the Disappearing Corporation have determined that it is advisable and in the best interests of such corporations and their shareholders that the Disappearing Corporation merge with and into Best upon the terms and conditions provided herein (the "Merger"); and

WHEREAS, pursuant to the laws of the above-mentioned states, the Boards of Directors and shareholders of Best and the Disappearing Corporation have adopted and recommended this Agreement and have approved it;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements herein contained and of the mutual benefits provided hereby, Best and the Disappearing Corporation hereby agree as follows:

1. Merger. The effective date of the Merger shall be October 1, 2003 (the "Effective Date"). On the Effective Date, the Disappearing Corporation shall be merged with and into Best and the separate existence of the Disappearing Corporation shall thereupon cease. Best shall continue its corporate existence in the State of Virginia as the surviving corporation after the Effective Date.
2. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Best, as in effect immediately prior to the Effective Date, shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation without change or amendment until duly amended in accordance with the provisions thereof and applicable law.
3. Officers and Directors. Upon the Effective Date, by virtue of the Merger and without any additional action being taken, the officers of the Surviving Corporation shall be the officers of the Disappearing Corporation immediately prior to the Merger and the directors of the Surviving Corporation shall be the directors of the Disappearing Corporation immediately prior to the Merger.
4. Conversion of Shares. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share and each certificate representing shares of the capital stock of the Disappearing Corporation outstanding immediately prior thereto shall automatically be cancelled without consideration, and no shares of the Surviving Corporation shall be issued in exchange therefore. The outstanding shares of the Surviving Corporation shall remain outstanding and shall not be affected by the Merger.
5. Subsequent Action. If, at any time after the Effective Date, it shall be necessary or desirable to take any action or execute, deliver or file any instrument or document in

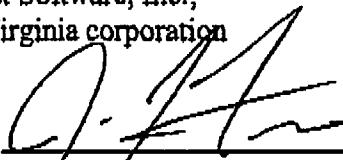
order to vest, perfect or confirm of record in the Surviving Corporation the title to any property or any right of the Disappearing Corporation, or otherwise to carry out the provisions of this Agreement, the directors and officers of the Surviving Corporation are hereby authorized and empowered on behalf of the Disappearing Corporation and in its name to take such action and execute, deliver and file such instruments and documents.

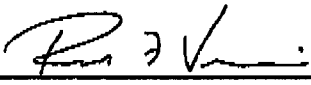
- 6. Rights and Duties of Surviving Corporation. On the Effective Date, the Surviving Corporation shall thereupon and thereafter possess all rights, privileges, immunities, licenses, and permits (whether of a public or private nature) of the Disappearing Corporation; and all property (real, personal, and mixed), all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to the Disappearing Corporation shall continue and be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Disappearing Corporation.
- 7. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger abandoned at the election of the Boards of Directors of the Surviving Corporation or the Disappearing Corporation.


IN WITNESS WHEREOF the parties have executed this Agreement on this 8<sup>th</sup> day of September, 2003.

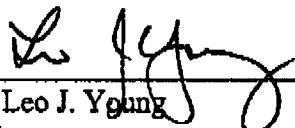
**Surviving Corporation**  
Best Software, Inc.,  
a Virginia corporation

**Disappearing Corporation**  
Best Software of California, Inc.,  
a California corporation

By:   
Name: James F. Foster  
Title: President

By:   
Name: Ronald F. Verni  
Title: President

By:   
Name: Janet S. Livengood  
Title: Secretary

By:   
Name: Leo J. Young  
Title: Secretary