

02-09-2004

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102664217 TRADEMARKS ONLY

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

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

1. Name of conveying party(ies): Best Software of California, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other California

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 09/08/2003

2. Name and address of receiving party(ies)

Name: Best Software, Inc. Internal Address: Suite 100 Street Address: 888 Executive Center Dr., West City: St. Petersburg State: FL Zip: 33702

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Virginia 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

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

A. Trademark Application No.(s) 76454658, 76434212

B. Trademark Registration No.(s) 2629354, 2636452, 2013105

Additional number(s) attached Yes No

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

Name: Susan M. Daly, Esq. Internal Address: GREENBERG TRAUIG Suite 700 Street Address: 2375 East Camelback Road City: Phoenix State: AZ Zip: 85016

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 150184

DO NOT USE THIS SPACE

9. Signature.

Susan M. Daly Name of Person Signing

[Signature] Signature

2/3/04 Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/06/2004 LHMJELLER 00000053 150184 76454658

01 FC:8521 40.00 DA 02 FC:8522 100.00 DA

TRADEMARK REEL: 002909 FRAME: 0812

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 Incorporate 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

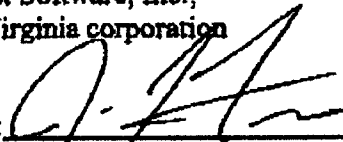
order to vest, perfect or confirm of record in the Surviving Corporation the title to any property or any right of the Disappearing Corporation, or otherwise to carry out the provisions of this Agreement, the directors and officers of the Surviving Corporation are hereby authorized and empowered on behalf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

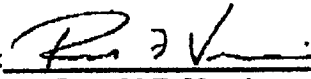
- 6. Rights and Duties of Surviving Corporation. On the Effective Date, the Surviving Corporation shall thereupon and thereafter possess all rights, privileges, immunities, licenses, and permits (whether of a public or private nature) of the Disappearing Corporation; and all property (real, personal, 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 8th day of September, 2003.

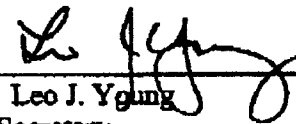
Surviving Corporation
Best Software, Inc.,
a Virginia corporation

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

**OFFICERS' CERTIFICATE
OF
BEST SOFTWARE OF CALIFORNIA, INC.**

We, James R. Eckstaedt and Leo J. Young, certify that:

1. We are the Executive Vice President and Secretary, respectively, of Best Software of California, Inc., a corporation duly organized and existing under the laws of the state of California (the "Company").

2. The total number of outstanding shares of each class of the Company entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total No. of Shares Entitled to Vote</u>
Class A Common Stock	204

3. The principal terms of the agreement of merger in the form attached were approved by the shareholders of the Company by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the agreement of merger (i.e., one hundred percent (100%) shareholder approval was obtained pursuant to Section 1202(a) of the California General Corporation Law).

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

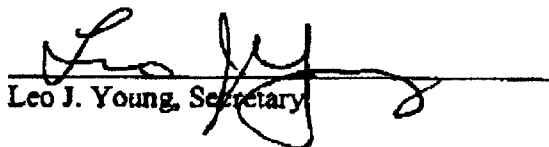
<u>Class</u>	<u>Minimum Percentage Vote</u>
Class A Common Stock	100%

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 own knowledge.

Dated September 8, 2003



 James R. Eckstaedt, Executive Vice President



 Leo J. Young, Secretary

OFFICERS' CERTIFICATE
OF
BEST SOFTWARE, INC.

We, James F. Foster and Janet S. Livengood, hereby certify that:

1. We are the President and Secretary, respectively, of Best Software, Inc., a corporation duly organized and existing under the laws of the state of Virginia (the "Company").

2. The total number of outstanding shares of each class of the Company entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total No. of Shares Entitled to Vote</u>
Class C Common Stock	11

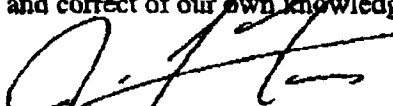
3. The principal terms of the agreement of merger in the form attached were approved by the shareholders of the Company by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the agreement of merger.

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

<u>Class</u>	<u>Minimum Percentage Vote</u>
Class C Common Stock	67%

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 own knowledge.

Dated as of September 8, 2003



 James F. Foster, President



 Janet S. Livengood, Secretary



0236004 - 8

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

October 1, 2003

The State Corporation Commission finds the accompanying articles submitted on behalf of

BEST SOFTWARE, INC.

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission.
Each of the following:

Best Software of California, Inc.

is merged into BEST SOFTWARE, INC., which continues to exist under the laws of VIRGINIA with the name BEST SOFTWARE, INC.. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on October 1, 2003.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT
CIS0436
03-09-09-0037

Articles of Merger
of
Best Software, Inc.
and
Best Software of California, Inc.

Best Software, Inc., a Virginia corporation ("Best" or the "Surviving Corporation") and Best Software of California, Inc., a California corporation (the "Disappearing Corporation"), pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, hereby execute the following Articles of Merger (these "Articles") and set forth:

A. Plan of Merger:

1. **Merger.** The effective date of the Merger (defined below) 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 (the "Merger"). 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. **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.
4. **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.
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 these Articles, 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, these Articles may be terminated and the Merger abandoned at the election of the Boards of Directors of the Surviving Corporation or the Disappearing Corporation.
- 8. Laws of California. The Merger is permitted by the laws of California, under whose law the Disappearing Corporation is incorporated, and the Disappearing Corporation has complied with that law in effecting the Merger.

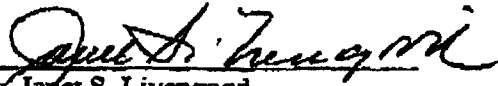
B. Shareholder Approval:

- 1. Adoption by the Sole Shareholder of Best. The Plan of Merger was adopted by the written consent of the sole shareholder of Best.
- 2. Adoption by the Sole Shareholder of the Disappearing Corporation. The Plan of Merger was adopted by the written consent of the sole shareholder of the Disappearing Corporation.

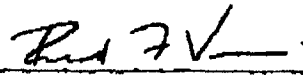
The undersigned declare that the facts herein stated are true as of September 8, 2003.

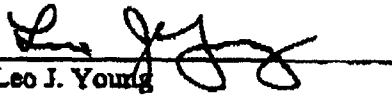
Surviving Corporation
Best Software, Inc.,
a Virginia corporation

By: 
Name: James F. Foster
Title: President

By: 
Name: Janet S. Livengood
Title: Secretary

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

By: 
Name: Ronald F. Verni
Title: President

By: 
Name: Leo J. Young
Title: Secretary

MULLIHEN WILLIAMS MOORE
CHAIRMAN

CLINTON MILLER
COMMISSIONER

THEODORE V. MORRISON, JR.
COMMISSIONER

COMMONWEALTH OF VIRGINIA



JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION
Office of the Clerk

October 1, 2003

CHRISTINE BESNARD
BEST SOFTWARE
56 TECHNOLOGY DRIVE
IRVINE, CA 92618-2301

RE: BEST SOFTWARE, INC.
ID: 0236004 - 8
DCN: 03-09-09-0037

Dear Customer:

This is your receipt for \$25.00, covering the fees for filing articles of merger with this office.

The effective date of the certificate of merger is October 1, 2003.

Non-surviving entities:

Best Software of California, Inc.

are merged into BEST SOFTWARE, INC..

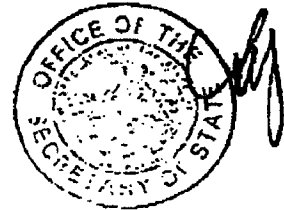
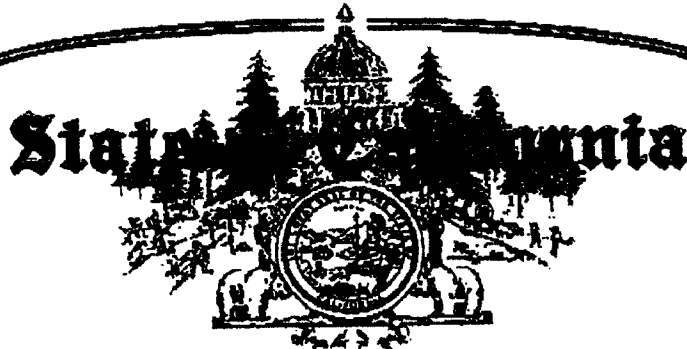
If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

MERGRcpt
MERGACPT
CIS0436

Tyler Building, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.state.va.us/scc/division/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206



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