

11-29-2004

REC



102890763

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

11-23-04

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **NDCHealth Intellectual Property Corp.**

July 14, 2003

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization **DELAWARE**

Receiving Party

Mark if additional names of receiving parties attached

Name **NDCHealth Corporation**

DBA/AKA/TA

Composed of

Address (line 1) **NDC Plaza**

Address (line 2)

Address (line 3) **Atlanta** **Georgia** **30329-2010**
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization **DELAWARE**

11/29/2004 ECDOPER 00000016 2809016

FOR OFFICE USE ONLY

01 FC:8521

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the Recordation Cover Sheet, including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2809016"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$


Method of Payment Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to Charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Norman J. Rich, Esq.  August 26, 2004

Name of Person Signing Signature Date Signed

Delaware

PAGE 1

The First State

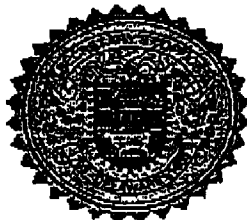
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"NDCHEALTH INTELLECTUAL PROPERTY CORP.", A DELAWARE CORPORATION,

WITH AND INTO "NDCHEALTH CORPORATION" UNDER THE NAME OF "NDCHEALTH CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF JULY, A.D. 2003, AT 12:39 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE EIGHTEENTH DAY OF JULY, A.D. 2003, AT 12:04 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0660405 8100M

030469059

AUTHENTICATION: 25346117

DATE: 07-17-03

TRADEMARK
REEL: 003082 FRAME: 0571

**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
NDCHEALTH INTELLECTUAL PROPERTY CORP.
WITH AND INTO
NDCHEALTH CORPORATION**

*Pursuant to Section 253 of
the General Corporation Law of Delaware*

The undersigned corporation organized and existing under and by virtue of the laws of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name:</u>	<u>State of Incorporation</u>
NDCHealth Corporation	Delaware
NDCHealth Intellectual Property Corp.	Delaware

SECOND: That NDCHealth Corporation, a Delaware corporation (the "Parent Corporation"), is the owner of 100% of the issued and outstanding shares of common stock, par value \$0.01 per share (the "Common Stock"), of NDCHealth Intellectual Property Corp., a Delaware corporation (the "Subsidiary"), having no class of outstanding stock other than the Common Stock.

THIRD: That a merger of the Subsidiary with and into the Parent Corporation (the "Merger"), with the Parent Corporation as the surviving corporation of the Merger, was approved by the Board of Directors of the Parent Corporation, in accordance with the requirements of Section 253 of the Delaware General Corporation Law (the "DGCL"), at a meeting of the Board of Directors held on the 13th day of May, 2003.

FOURTH: That the name of the surviving corporation of the Merger, which shall be a Delaware corporation, is NDCHealth Corporation.

FIFTH: That the Certificate of Incorporation of the Parent Corporation shall remain unchanged and shall be the Certificate of Incorporation of the surviving corporation.

SIXTH: That this Certificate of Ownership and Merger is filed in accordance with Sections 253 and 103 of the DGCL and that the Merger shall become effective as of 12:04 AM on July 18, 2003.

NDCHealth - NDCHealth - Certificate of Merger

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:16 PM 07/17/2003
FILED 12:39 PM 07/17/2003
SRV 030469059 - 0660405 FILE

IN WITNESS WHEREOF, the Parent Corporation has caused this Certificate of
Ownership and Merger to be executed by its authorized officer this 14th day of July, 2003.

NDCHEALTH CORPORATION

By: 

Name: Randolph L.M. Hutto

Title: Executive Vice President and Chief
Financial Officer

NDCHealth - NDCFin: 26 - Certificate of Merger

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan") is made and entered into this 14th day of July, 2003, by and between NDCHealth Corporation, a Delaware corporation ("NDCHealth"), and NDCHealth Intellectual Property Corp., a Delaware corporation and a wholly-owned subsidiary of NDCHealth ("Subsidiary").

WITNESSETH:

WHEREAS, NDCHealth is the owner of 100% of the issued and outstanding shares of capital stock of Subsidiary;

WHEREAS, the parties hereto desire to merge Subsidiary with and into NDCHealth upon the terms and subject to the conditions set forth herein (the "Merger");

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. Subject to and in accordance with the terms and conditions set forth in this Plan, at the "Effective Time" (as defined in Section 1.3 hereof), Subsidiary shall be merged with and into NDCHealth, which shall be the surviving corporation in the Merger (the "Surviving Corporation"), and the separate existence of Subsidiary shall thereupon cease.

1.2 Certificate of Ownership and Merger. Contemporaneously with the execution of this Plan, NDCHealth shall execute and file a Certificate of Ownership and Merger with the Delaware Secretary of State (the "Certificate of Merger") in accordance with Sections 252 and 253 of the Delaware General Corporation Law ("DGCL").

1.3 Effective Time of Merger. The Merger shall become effective at 12:04 AM on July 18, 2003 (the "Effective Time").

1.4 Effects of the Merger.

(a) The Merger is intended to be treated as a tax free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

(b) The Merger shall have the effects as set forth in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers, and franchises of Subsidiary and NDCHealth shall vest in the Surviving Corporation, and all debts, liabilities and duties of

Subsidiary and NDCHealth shall become the debts, liabilities and duties of the Surviving Corporation.

(c) The directors and officers of NDCHealth immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

(d) The Certificate of Incorporation of NDCHealth shall be the Certificate of Incorporation of the Surviving Corporation and the Bylaws of NDCHealth shall be the Bylaws of the Surviving Corporation, until thereafter amended as provided by applicable law. Nothing herein shall be deemed to amend the Certificate of Incorporation or Bylaws of NDCHealth.

ARTICLE 2 CONVERSION OF SHARES

2.1 **Capital Stock.** Subsidiary has authorized capital stock consisting of Three Thousand (3,000) shares of \$0.01 par value common stock (the "Subsidiary Common Stock"), of which One Thousand (1,000) shares are issued and outstanding. The Subsidiary Common Stock is vested with all of the voting rights in Subsidiary. NDCHealth owns 100% of the issued and outstanding shares of Subsidiary Common Stock.

2.2 **Outstanding Stock After Merger.** At the Effective Time, all issued and outstanding shares of Subsidiary Common Stock shall be canceled and retired, and no payment shall be made with respect thereto.

2.3 **Treasury.** At the Effective Time, each authorized but unissued share of the Subsidiary Common Stock then held in the treasury of Subsidiary shall be canceled and retired, and no payment shall be made with respect thereto.

2.4 **NDCHealth Stock.** Each share of NDCHealth stock issued and outstanding immediately prior to the Effective Time shall continue unchanged and shall evidence the same number of shares of capital stock of the Surviving Corporation.

ARTICLE 3 TERMINATION

Anything herein or elsewhere to the contrary notwithstanding, this Plan may be terminated and abandoned by appropriate action of either Subsidiary or NDCHealth at any time prior to the Effective Time.

ARTICLE 4 ASSETS AND LIABILITIES

At the Effective Time, title to all of the assets of Subsidiary shall be vested in the Surviving Corporation without reservation or impairment and the Surviving Corporation shall be

responsible, to the extent provided by the DGCL, for all of the obligations and liabilities of Subsidiary.

ARTICLE 5
MISCELLANEOUS

5.1 **Notices.** All notices, requests, and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail, return receipt requested, or by a recognized national overnight courier service as set forth below:

If to Subsidiary: First Floor of TK House
Suite 118, Bayside Executive Park
West Bay Street & Blake Road
Nassau, Bahamas

If to NDCHealth: NDC Plaza
Atlanta, Georgia 30329-2010
Attn: General Counsel

5.2 **Entire Agreement.** This Plan constitutes the entire agreement and understanding concerning the subject matter hereof between the parties hereto. This Plan may not be modified or amended, except by a writing executed by both parties hereto.

5.3 **Binding Effect.** This Plan shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5.4 **Counterparts.** This Plan may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

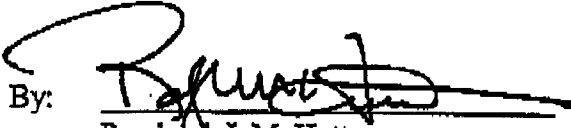
5.5 **Governing Law.** This Plan shall be governed by and construed in accordance with the laws of the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Plan as of the day and year first above written.

"NDCHealth"

NDCHEALTH CORPORATION

By: 
Randolph L.M. Hutto
Executive Vice President/CFO

"Subsidiary"

NDCHEALTH INTELLECTUAL PROPERTY CORP.

By: _____
Charlotte Holst
Treasurer and Secretary