

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	02/24/2000		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Versata, Inc.		02/24/2000	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Versata, Inc.		
Street Address:	2101 Webster Street		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2702881	VERSATA	
Registration Number:	2543893	VERSATA STUDIO	
CORRESPONDENCE DATA			
Fax Number:	(502)561-0442		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502-584-1135		
Email:	jgregory@midtreut.com		
Correspondent Name:	Julie Ann Gregory/Middleton Reutlinger		
Address Line 1:	2500 Brown & Williamson Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Julie Ann Gregory		
Signature:	/julie ann gregory/		
Date:	02/28/2008		

OP \$65.00 2702881

Total Attachments: 10

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Office of the Secretary of 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 AGREEMENT OF MERGER, WHICH MERGES:

"VERSATA, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "VERSATA, INC." UNDER THE NAME OF "VERSATA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 2000, AT 6 O'CLOCK P.M.



3181893 8100M

010111378

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1011096

DATE: 03-08-01

TRADEMARK

REEL: 003728 FRAME: 0915

FEB 24 2000 20:10 FR

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 06:00 PM 02/24/2000
001094697 - 3181893

AGREEMENT AND PLAN OF MERGER OF VERSATA, INC.,
A DELAWARE CORPORATION
AND
VERSATA, INC.,
A CALIFORNIA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of this 24th day of February, 2000 (the "Agreement"), is between Versata, Inc., a Delaware corporation ("Versata-Delaware"), and Versata, Inc., a California corporation ("Versata-California"). Versata-Delaware and Versata-California are collectively referred to herein as the "Constituent Corporations."

RECITALS

A. Versata-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has a total authorized capital stock of One Hundred Thirty Million Five Hundred Eighty Thousand (130,580,000) shares, \$0.001 par value. The number of shares of Common Stock of Versata-Delaware authorized to be issued is One Hundred Million (100,000,000), \$0.001 par value. The number of shares of Preferred Stock of Versata-Delaware authorized to be issued is Thirty Million Five Hundred Eighty Thousand (30,580,000), \$0.001 par value, of which One Million Five Hundred Thousand (1,500,000) shares have been designated Series A Preferred Stock (the "Series A Preferred Stock"), Four Million Five Hundred Forty Thousand (4,540,000) shares have been designated Series B Preferred Stock (the "Series B Preferred Stock"), Six Million Seven Hundred Eleven Thousand One Hundred Eighty (6,711,180) shares have been designated Series C Preferred Stock ("Series C Preferred Stock") Seven Million (7,000,000) shares have been designated Series D Preferred Stock ("Series D Preferred Stock"), Five Million (5,000,000) shares have been designated Series E Preferred Stock ("Series E Preferred Stock"), and Four Million (4,000,000) shares have been designated Series F Preferred Stock. No shares of Preferred Stock were outstanding as of the date hereof and prior to giving effect to the transactions contemplated hereby. As of the date hereof, and before giving effect to the transactions contemplated hereby, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Versata-California.

B. Versata-California is a corporation duly organized and existing under the laws of the State of California and has a total authorized capital stock of Seventy Million Five Hundred Eighty Thousand (70,580,000) shares. The number of shares of Common Stock of Versata-California authorized to be issued is Forty Million (40,000,000), no par value. The number of shares of Preferred Stock of Versata-California authorized to be issued is Thirty Million Five Hundred Eighty Thousand (30,580,000), no par value, of which One Million Five Hundred Thousand (1,500,000) shares have been designated Series A Preferred Stock (the "Series A Preferred Stock"), Four Million Five Hundred Forty Thousand (4,540,000) shares have been designated Series B Preferred Stock (the "Series B Preferred Stock"), Six Million Seven Hundred Eleven Thousand One Hundred Eighty (6,711,180) shares have been designated Series C Preferred Stock ("Series C Preferred Stock") Seven Million (7,000,000) shares have been designated Series D Preferred Stock ("Series D Preferred Stock"), Five Million (5,000,000)

shares have been designated Series E Preferred Stock ("Series E Preferred Stock"), and Four Million (4,000,000) shares have been designated Series F Preferred Stock.

As of the date hereof, and before giving effect to the transactions contemplated hereby, One Million Five Hundred Thousand (1,500,000) shares of Series A Preferred Stock were issued and outstanding, Four Million Four Hundred Two Thousand Six Hundred Twenty Eight (4,402,628) shares of Series B Preferred Stock were issued and outstanding, Six Million Two Hundred Seventy Seven Thousand Seven Hundred Fifty Two (6,277,752) shares of Series C Preferred Stock were issued and outstanding, Six Million Nine Hundred Eighty Three Thousand One Hundred Twenty (6,983,129) shares of Series D Preferred Stock were issued and outstanding, Four Million Four Hundred Ninety Three Thousand Two Hundred Fifty Five (4,493,255) shares of Series E Preferred Stock were issued and outstanding, Three Million Two Hundred Fifty Seven Thousand Nine Hundred Twenty Nine (3,257,929) shares of Series F Preferred Stock were issued and outstanding, and Seven Million Two Hundred Four Thousand One Hundred Eleven (7,204,111) shares of Common Stock were issued and outstanding.

C. The Board of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that Versata-California merge with and into Versata-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors and Shareholders of Versata-Delaware and Versata-California have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Versata-Delaware and Versata-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the General Corporation Law of the State of Delaware and the General Corporation Law of the State of California, Versata-California shall be merged with and into Versata-Delaware (the "Merger"), the separate existence of Versata-California shall cease and Versata-Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Versata, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the General Corporation Law of the State of Delaware shall have been filed with the Secretary of State of the State of Delaware; and

(b) An executed counterpart of the Certificate of Merger, an executed counterpart of this Agreement or any other document filed with the Secretary of State of the State of Delaware pursuant to section (a) above, shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date."

1.3 Effect of the Merger. Upon the Effective Date, the separate existence of Versata-California shall cease and Versata-Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date, (ii) shall be subject to all actions previously taken by its and Versata-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Versata-California in the manner more fully set forth in Section 259 of the General Corporation Law of the State of Delaware, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Versata-Delaware as constituted immediately prior to the Effective Date, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Versata-California in the same manner as if Versata-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the General Corporation Law of the State of Delaware and the General Corporation Law of the State of California.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Versata-Delaware as in effect immediately prior to the Effective Date of the Merger (the "Certificate of Incorporation") shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Versata-Delaware as in effect immediately prior to the Effective Date shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Versata-Delaware immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 Versata-California Common Shares. Upon the Effective Date, every one (1) share of Versata-California Common Stock, no par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable shares of Common Stock, par value \$0.001 per share, of the Surviving Corporation. No fractional share interests of the Surviving Corporation Common Stock shall be issued but shall, instead, be paid in cash by Versata-Delaware to the holder of such shares

3.2 Versata-California Preferred Shares.

(a) Series A Preferred Stock. Upon the Effective Date of the Merger, each share of Series A Preferred Stock of Versata-California, no par value, issued and outstanding immediately prior to the Merger, which share is convertible into such number of shares of Versata-California Common Stock as set forth in the Articles of Incorporation of Versata-California, as amended, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one (1) fully paid and nonassessable share of Series A Preferred Stock of the Surviving Corporation, par value \$0.001 per share, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation.

(b) Series B Preferred Stock. Upon the Effective Date of the Merger, each share of Series B Preferred Stock of Versata-California, no par value, issued and outstanding immediately prior to the Merger, which share is convertible into such number of shares of Versata-California Common Stock as set forth in the Articles of Incorporation of Versata-California, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one (1) fully paid and nonassessable share of Series B Preferred Stock of the Surviving Corporation, par value \$0.001 per share having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation.

(c) Series C Preferred Stock. Upon the Effective Date of the Merger, each share of Series C Preferred Stock of Versata-California, no par value, issued and outstanding immediately prior to the Merger, which share is convertible into such number of shares of Versata-California Common Stock as set forth in the Articles of Incorporation of Versata-California, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one (1) fully paid and nonassessable share of Series C Preferred Stock of the Surviving Corporation, par value \$0.001 per share having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation.

(d) Series D Preferred Stock. Upon the Effective Date of the Merger, each share of Series D Preferred Stock of Versata-California, no par value, issued and outstanding immediately prior to the Merger, which share is convertible into such number of shares of Versata-California Common Stock as set forth in the Articles of Incorporation of Versata-California, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one (1) fully paid and nonassessable share of Series D Preferred Stock of the Surviving Corporation, par value \$0.001 per share having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation.

(e) Series E Preferred Stock. Upon the Effective Date of the Merger, each share of Series E Preferred Stock of Versata-California, no par value, issued and outstanding immediately prior to the Merger, which share is convertible into such number of shares of Versata-California Common Stock as set forth in the Articles of Incorporation of Versata-California, as amended, shall, by virtue of the Merger and without any action by the Constituent

Corporations, the holder of such shares or any other person, be converted into or exchanged for one (1) fully paid and nonassessable share of Series E Preferred Stock of the Surviving Corporation, par value \$0.001 per share having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation.

(f) Series F Preferred Stock. Upon the Effective Date of the Merger, each share of Series F Preferred Stock of Versata-California, no par value, issued and outstanding immediately prior to the Merger, which share is convertible into such number of shares of Versata-California Common Stock as set forth in the Articles of Incorporation of Versata-California, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one (1) fully paid and nonassessable share of Series F Preferred Stock of the Surviving Corporation, par value \$0.001 per share having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation.

3.3 Versata-California Stock Option Plans

(a) Upon the Effective Date, the Surviving Corporation shall assume the obligations of Versata-California under its 1997 Stock Option Plan and any other stock option grants, purchase rights or plans (collectively, the "Plans"). Each outstanding and unexercised option to purchase Versata-California Common Stock (an "Option") under the Plans shall become, subject to the provisions in paragraph (c) hereof, an option to purchase the Surviving Corporation's Common Stock. No other changes in the terms and conditions of such options will occur.

(b) One (1) share of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of Options to purchase One (1) share of Versata-Delaware Common Stock so reserved immediately prior to the Effective Date.

(c) No "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the Option holders pursuant to the assumption of their Options.

3.4 Versata-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, par value \$0.001 per share, of Versata-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Versata-Delaware, or the holder of such shares or any other person, be cancelled and returned to the status of authorized and unissued shares of Common Stock.

3.5 Exchange of Certificates. On or after the Effective Date, each holder of an outstanding certificate representing shares of Versata-California Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, as the case may be, may be asked to surrender the same to the Company for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F

Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Versata-California Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, as the case may be, shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, respectively, into which such shares of Versata-California Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or its transfer agent of any such outstanding 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 dividends and other distributions upon the shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, as the case may be, of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock, as the case may be, of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Versata-California so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Surviving Corporation.

If any certificate for shares of Versata-Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Constituent Corporation's transfer agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Versata-Delaware that such tax has been paid or is not payable.

IV. CONDITIONS TO THE MERGER

The obligations of the Constituent Corporations under this Agreement are subject to the fulfillment, or the waiver by the parties, on or before the Effective Date, of each of the following:

- 4.1 The shareholders of Versata-California shall have approved the Merger.

4.2 The sole stockholder of Versata-Delaware shall have approved the Merger.

4.3 All consents required to be obtained by the Constituent Corporations to effect the Merger shall have been obtained.

V. GENERAL

5.1 Further Assurances. From time to time, as and when required by Versata-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Versata-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Versata-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Versata-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Versata-Delaware are fully authorized in the name and on behalf of Versata-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5.2 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Versata-California or of Versata-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Versata-California or the sole stockholder of Versata-Delaware. In the event of the termination of this Agreement, the Agreement shall become void and of no effect and there shall be no obligations on either Constituent Corporation or their respective Board of Directors or shareholders with respect thereto.

5.3 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

5.4 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and the Corporation Service Company is the registered agent of the Surviving Corporation at such address.

5.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2101 Webster Street, Oakland,

California 94612, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

5.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the General Corporation Law of the State of California.

5.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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+15103024100; Feb-24-00 2:59PM; Page 10/10

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Versata, Inc., a Delaware corporation, and the Board of Directors of Versata, Inc., a California corporation, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

VERSATA, INC.
a Delaware corporation

By: Val Huber
Val Huber
Vice President

VERSATA, INC.,
a California corporation

By: Val Huber
Val Huber
Vice President

VISION SOFTWARE

FEB 24 '00 14:55

RECORDED: 02/28/2008

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** TOTAL PAGE 10 **
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