

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/03/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acucorp, Inc.		05/03/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Acucorp, Inc.
Street Address:	8515 Miralani Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92126
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2418604	ACU4GL
Registration Number:	2752869	ACUBENCH
Registration Number:	2688676	ACUCOBOL-GT
Registration Number:	2425476	ACUCONNECT
Registration Number:	2507350	ACUCORP
Registration Number:	2766421	ACULAUNCH
Registration Number:	2219427	ACUODBC
Registration Number:	2901101	ACUSERVER
Registration Number:	2753341	ACUSQL
Registration Number:	2681138	EXTEND
Registration Number:	2777470	THE NEW FACE OF COBOL

CORRESPONDENCE DATA

CH \$290.00 2418604

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-988-8500
Email: lhenry@fenwick.com
Correspondent Name: Linda G. Henry
Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	22953-00070
NAME OF SUBMITTER:	Linda G. Henry, Esq.
Signature:	/lgh/
Date:	09/12/2008

Total Attachments: 13

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 12 page(s) was prepared by and in this office from the record on file, 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

AUG - 4 2008



A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State

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FILED

In the Office of the Secretary of State
of the State of California

MAY 03 2007

CPH

AGREEMENT OF MERGER
MERGING
MICRO MERGER SUB, INC.
WITH AND INTO
ACUCORP, INC.

This AGREEMENT OF MERGER ("Agreement of Merger") is entered into on May 3, 2007, by Acucorp, Inc., a California corporation, and Micro Merger Sub, Inc., a California corporation, whereby Micro Merger Sub, Inc. will merge with and into Acucorp, Inc. (the "Merger").

1. The names and places of incorporation of the corporations planning to merge pursuant to this Agreement of Merger are as follows:
 - (a) Acucorp, Inc., a California corporation (the "Company"); and
 - (b) Micro Merger Sub, Inc., a California corporation (the "Disappearing Corporation").
2. The separate existence of Disappearing Corporation shall cease and the Merger will be effective (the "Effective Time") as prescribed by the California General Corporation Law ("CGCL").
3. The Company shall be the surviving corporation of the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue its existence upon the Effective Time in accordance with the provisions of the CGCL.
4. The Articles of Incorporation of the Surviving Corporation as now in force and effect shall be amended and restated as set forth on Exhibit A hereto upon the Effective Time and shall continue in full force and effect, as amended and restated as set forth on Exhibit A, until amended and changed in the manner prescribed by the provisions of the CGCL.
5. At the Effective Time, by virtue of the Merger and without any action on the part of the security holders of the Company or the Disappearing Corporation:
 - (a) Capital Stock of Disappearing Corporation. Each issued and outstanding share of capital stock of Disappearing Corporation will be converted into and become one fully paid and nonassessable share of capital stock of the Surviving Corporation.
 - (b) Treasury Stock. Each share of capital stock of the Company that is owned by the Company or any subsidiary of the Company as treasury stock shall be cancelled and retired and shall cease to exist without any conversion thereof, and no consideration shall be delivered in exchange therefor.

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- (c) Common Stock. Each share of Common Stock, no par value, of the Company ("Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive \$28.5046367 in cash (without interest or dividends thereon, other than the special dividend declared by the Company prior to the Effective Time which is payable at or after the Effective Time), plus .000087% of the Additional Securities Amount (as defined in (f) below).
- (d) Common Stock Options.
- (i) Each option for the purchase of a share of Common Stock ("Option") with an exercise price of \$7.00 per share that has not been exercised by the holder thereof prior to the Effective Time shall be converted into the right to receive \$22.8784924 in cash (without interest or dividends thereon, other than the special dividend declared by the Company prior to the Effective Time which is payable at or after the Effective Time), plus .000069834% of the Additional Securities Amount (as defined in (f) below).
- (ii) Each Option with an exercise price of \$7.70 per share that has not been exercised by the holder thereof prior to the Effective Time shall be converted into the right to receive \$22.3158780 in cash (without interest or dividends thereon, other than the special dividend declared by the Company prior to the Effective Time which is payable at or after the Effective Time), plus .000068117% of the Additional Securities Amount (as defined in (f) below).
- (iii) Each Option with an exercise price of \$8.00 per share that has not been exercised by the holder thereof prior to the Effective Time shall be converted into the right to receive \$22.0747575 in cash (without interest or dividends thereon, other than the special dividend declared by the Company prior to the Effective Time which is payable at or after the Effective Time), plus .000067381% of the Additional Securities Amount (as defined in (f) below).
- (e) Preferred Stock. Each share of Series A Cumulative Convertible Redeemable Preferred Stock of the Company with a stated value of \$7.00 per share ("Preferred Stock") issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive \$28.5046367 in cash (without interest or dividends thereon, other than the special dividend declared by the Company prior to the Effective Time which is payable at or after the Effective Time), plus .000087% of the Additional Securities Amount (as defined in (f) below).
- (f) Escrow Fund. An amount equal to \$8,000,000 (the "Escrow Amount") will be deposited into an escrow account, which Escrow Amount will be held in trust by a third party escrow agent as security for certain indemnification and other obligations of securityholders of the Company party to that certain Agreement and Plan of Merger dated as of May 3, 2007 by and among the Company, Micro

Focus (US), Inc., a Delaware corporation, Disappearing Corporation and Pamela Coker as Holder Representative. The remaining portion of the Escrow Amount (the "Additional Securities Amount"), will be distributed to each holder of Preferred Stock, Common Stock and/or Options in accordance with the percentages described in (c), (d) and (e) above.

6. Notwithstanding anything in this Agreement of Merger to the contrary, shares of capital stock of the Company held by a holder who, pursuant to Chapter 13 of the CGCL or any successor provision, has the right to dissent to the Merger and demand payment for such shares and properly dissents and demands payment for the fair value of such shares of capital stock of the Company ("Dissenting Shares") in accordance with the CGCL, shall not be converted into the right to receive the merger consideration specified in paragraph 5, unless such holder withdraws, fails to perfect or otherwise loses such holder's right to such payment, if any. If, after the Effective Time, such holder withdraws, fails to perfect or loses any such right to payment, such holder's Dissenting Shares shall be treated as having been converted as of the Effective Time into the right to receive the merger consideration specified in paragraph 5. As of the Effective Time, any holder of Dissenting Shares shall cease to have any rights with respect thereto, except the rights provided in Chapter 13 of the CGCL or any successor provision.
7. The directors of Disappearing Corporation immediately before the Effective Time will be the directors of Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be, and the officers of the Company immediately before the Effective Time will be Surviving Corporation's officers, until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be.
8. The Boards of Directors of the Company and Disappearing Corporation, respectively, have approved the terms of this Agreement of Merger.
9. The shareholders of the Company and Disappearing Corporation, respectively, have approved the terms of this Agreement of Merger.
10. The Company and Disappearing Corporation hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.
11. In accordance with Section 1107.5(b) of the CGCL, the Surviving Corporation is a domestic corporation, and therefore, Disappearing Corporation is not required to obtain a certificate of satisfaction from the Franchise Tax Board in connection with this Merger.
12. This Agreement of Merger may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the duly authorized, undersigned officers execute the Agreement of Merger on behalf of their respective corporations on the date first written above.

ACUCORP, INC.

By: 

Name: Pamela Coker

Its: President

By: 

Name: Bronwyn Savary

Its: Secretary

TRADEMARK

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MICRO MERGER SUB, INC.

By: SKelly
Name: Stephen Kelly
Its: President

By: _____
Name: Jane Smithard
Its: Secretary

MICRO MERGER SUB, INC.

By: _____

Name: Stephen Kelly

Its: President

By: _____

Name: Jane Smithard

Its: Secretary

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ACUCORP, INC.

ARTICLE I

The name of the corporation (the "Corporation") is Acucorp, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

(a) The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

(b) The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the Corporation and its shareholders.

(c) Any repeal or modification of this Article shall only be prospective and shall not affect the rights under this Article in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

ARTICLE IV

The Corporation is authorized to issue only one class of shares of stock, consisting of Common Stock, par value \$0.001 per share; and the total number of shares which the Corporation is authorized to issue is one thousand (1,000).

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

May 3, 2007

Each of the undersigned certifies that:

1. She is the President or Secretary (as applicable) of Acucorp, Inc., a California corporation ("Acucorp").
2. The Agreement of Merger in the form attached to this Certificate (the "Agreement of Merger") was duly approved by the board of directors and shareholders of Acucorp. The Agreement of Merger provides for the statutory merger (the "Merger") of Micro Merger Sub, Inc., a California corporation, with and into Acucorp, with Acucorp to be the surviving corporation of the Merger.
3. The total number of outstanding shares of each class of shares entitled to vote on the Merger and the percentage vote required of each class are as follows:

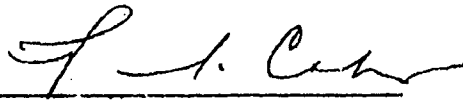
<u>Class</u>	<u>Number of Shares Outstanding</u>	<u>Minimum Percentage Vote Required to Approve</u>
Common Stock, no par value		More than 50%
Series A Cumulative Convertible Redeemable Preferred Stock, stated value of \$7.00 per share		More than 50%

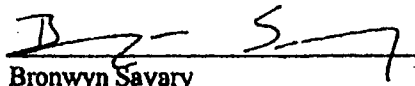
4. The principal terms of the Agreement of Merger were approved by Acucorp by a vote of the number of shares of each class which equaled or exceeded the vote required.

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 to her own knowledge.

[Signature page follows]

Executed on May 3, 2007.

By: 
Name: Pamela Coker
Its: President

By: 
Name: Bronwyn Savary
Its: Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

May 3, 2007

Each of the undersigned certifies that:

1. He or she is the President or Secretary (as applicable) of Micro Merger Sub, Inc., a California corporation ("Merger Sub").
2. The Agreement of Merger in the form attached to this Certificate (the "Agreement of Merger") was duly approved by the board of directors and shareholders of Merger Sub. The Agreement of Merger provides for the statutory merger (the "Merger") of Merger Sub with and into Acucorp, Inc., a California corporation, with Acucorp, Inc. to be the surviving corporation of the Merger.
3. Merger Sub has only one class of shares, which is common stock, \$0.001 par value, and the total number of outstanding shares of common stock entitled to vote on the merger is 1,000. The percentage vote required for the approval of the outstanding shares was more than fifty percent (50%).
4. The principal terms of the Agreement of Merger were approved by Merger Sub by a vote of the number of shares which equaled or exceeded the vote required.

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 to his own knowledge.

[Signature page follows]

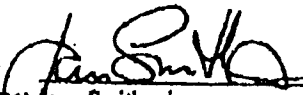
Executed on May 3, 2007.

By: SKelly
Name: Stephen Kelly
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By: _____
Name: Jane Smithard
Its: Secretary

Executed on May 3, 2007.

By: _____
Name: Stephen Kelly
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By:  _____
Name: Jane Smithard
Its: Secretary



See page to Certificate of Approval to C.I. Agreement of Merger