

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acucorp, Inc.		07/24/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Micro Focus (US), Inc.
Street Address:	9420 Key West Avenue
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	CORPORATION: DELAWARE

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.
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ATTORNEY DOCKET NUMBER:	22953-00070
NAME OF SUBMITTER:	Linda G. Henry, Esq.
Signature:	/lgh/
Date:	09/19/2008

Total Attachments: 7

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**CERTIFICATE OF MERGER OF
ACUCORP, INC
INTO
MICRO FOCUS (US), INC**

Pursuant to Section 252 of the General
Corporation Law of the State of Delaware

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Micro Focus (US), Inc, a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Acucorp, Inc., a California corporation.

SECOND: The Agreement and Plan of Merger (the "**Agreement**") has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Micro Focus (US), Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.


FIFTH: The authorized stock and par value of the non-Delaware corporation is cancelled and each issued and outstanding share of Common Stock, \$0.01 par value per share, of Micro Focus shall represent one share of Common Stock of the Surviving Corporation.

SIXTH: The merger is to become effective on July 31, 2008.

SEVENTH: The Agreement is on file at 9420 Key West Avenue, Rockville, MD 20850, an office of the surviving corporation.

EIGHTH: A copy of the Agreement will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 24th day of July 2008.

By  _____
Name: Nicholas Bray
Title: Director

Dated July 24th 2008

ACUCORP, INC.
and
MICRO FOCUS (US), INC.

AGREEMENT AND PLAN OF MERGER

Linklaters

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Ref 152423

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THIS AGREEMENT AND PLAN OF MERGER dated as of July 24th, 2008 (the "**Agreement**") is between Micro Focus (US), Inc., a Delaware corporation ("**Micro Focus**"), and Acucorp, Inc., a California corporation ("**Acucorp**"). Micro Focus and Acucorp are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties.**"

RECITALS

- (A) WHEREAS, Micro Focus is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 1,000 shares of Common Stock, \$0.01 par value.
- (B) WHEREAS, Acucorp is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 1,000 shares of Common Stock, \$0.001 par value.
- (C) WHEREAS, the Board of Directors of Acucorp and the Board of Directors of Micro Focus have determined that it is advisable and in the best interests of Acucorp, Micro Focus and their respective shareholders that Acucorp merge with and into Micro Focus upon the terms and conditions herein provided.
- (D) WHEREAS, the respective Boards of Directors of Micro Focus and Acucorp have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers;
- (E) WHEREAS in accordance with the above and pursuant to the provisions of the Delaware General Corporation Law (the "**DGCL**") and the California General Corporation Law (the "**CGCL**") upon the terms and conditions hereinafter set forth; and

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

ARTICLE I MERGER

Section 1.1 Merger

Acucorp Inc, shall, pursuant to the provisions of this Agreement, the DGCL and the CGCL be merged with and into Micro Focus (the "**Merger**"), the separate existence of Acucorp shall cease and Micro Focus shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and Micro Focus shall be, and is herein sometimes referred to as, the "**Surviving Corporation**," and the name of the Surviving Corporation shall be Micro Focus.

Section 1.2 Filing and Effectiveness

The Merger shall become effective when the following actions shall have been completed:

- (a) This Agreement and the Merger was adopted and approved by the shareholders of each Party in accordance with the requirements of the DGCL and the CGCL on July 31, 2008 respectively;

- (b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;
- (c) An executed Certificate of Merger ("**Delaware Certificate**") or an executed counterpart of this Agreement meeting the requirements of the DGCL shall have been filed with the Secretary of State of the State of Delaware; and
- (d) An executed and certified copy of the Delaware Certificate in accordance with the relevant provisions of the CGCL, 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 of the Merger.**"

Section 1.3 Effect of the Merger

Upon the Effective Date of the Merger, the separate existence of Acucorp shall cease and Micro Focus, 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 of the Merger, (ii) shall be subject to all actions previously taken by its and Acucorp's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Acucorp in the manner as more fully set forth in Section 259 of the DGCL, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Acucorp in the same manner as if Micro Focus had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the CGCL.

**ARTICLE II
CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

Section 2.1 Certificate of Incorporation

The Certificate of Incorporation of Micro Focus as in effect immediately prior to the Effective Date of the Merger 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.

Section 2.2 Bylaws

The Bylaws of Micro Focus as in effect immediately prior to the Effective Date of the Merger 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.

Section 2.3 Directors and Officers

The directors and officers of Micro Focus immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

**ARTICLE III
MANNER OF CONVERSION OF STOCK**

Section 3.1 Common Stock

Upon the Effective Date of the Merger, each issued and outstanding share of Common Stock, \$0.001 par value per share, of Acucorp, shall be cancelled, and each issued and outstanding share of Common Stock, \$0.01 par value per share, of Micro Focus as of the Effective Date of the Merger shall represent one share of Common Stock of the Surviving Corporation.

**ARTICLE IV
GENERAL**

Section 4.1 Representations and Warranties of Acucorp

Acucorp represents and warrants to Micro Focus that:

- (a) the execution, delivery and performance by Acucorp of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action of Acucorp;
- (b) Acucorp has duly executed and delivered this Agreement and this Agreement is a legal, valid and binding obligation of Acucorp, enforceable against Acucorp in accordance with its terms; and
- (c) Acucorp has obtained all consents and approvals necessary to be obtained in order to consummate the transactions contemplated by this Agreement.

Section 4.2 Representations and Warranties of Micro Focus

Micro Focus represents and warrants to Acucorp that:

- (a) the execution, delivery and performance by Micro Focus of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action of Micro Focus;
- (b) Micro Focus has duly executed and delivered this Agreement and this Agreement is a legal, valid and binding obligation of Micro Focus, enforceable against Micro Focus in accordance with its terms; and
- (c) Micro Focus has obtained all consents and approvals necessary to be obtained in order to consummate the transactions contemplated by this Agreement.

Section 4.3 Further Assurances

From time to time, as and when required by Micro Focus or by its successors or assigns, there shall be executed and delivered on behalf of Acucorp such deeds and other instruments, and there shall be taken or caused to be taken by Micro Focus and Acucorp 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 Micro Focus the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Acucorp and otherwise to carry out the purposes of this Agreement, and the officers and directors of Micro Focus are fully authorized in the name and on

behalf of Acucorp or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Section 4.4 Termination

Without the prior written consent of both Parties, this Agreement may not be terminated.

Section 4.5 Non-Survival of Representations and Warranties

The representations and warranties contained in Section 4.1 and Section 4.2 of this Agreement shall not survive the Effective Date of the Merger.

Section 4.6 Registered Office

The registered office of the Surviving Corporation in the State of Delaware is located at 160 Greentree Drive, Suite 101, Dover, Kent, 19904.

Section 4.7 Agreement

Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 9420 Key West Avenue, Rockville, MD 20850, and copies thereof will be furnished to any shareholder of either Party, upon request and without cost.

Section 4.8 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of laws rules thereof to the extent such rules require or permit the laws of another jurisdiction and, so far as applicable, the merger provisions of the DGCL and the CGCL.

Section 4.9 Binding Effect

This Agreement shall be binding upon the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

Section 4.10 No Assignment


This Agreement shall not be assigned by either Party without the express prior written consent of the other Party.

Section 4.11 Counterparts


This Agreement may be signed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received counterpart hereof signed by the other Party.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Micro Focus and Acucorp, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

ACUCORP, INC.

By  _____
Name: Nicholas Bray
Title: Director

MICRO FOCUS (US), INC.

By  _____
Name: Nicholas Bray
Title: Director