

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/23/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prelude Systems, Inc.		09/23/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Activant Wholesale Distribution Solutions Inc.		
Street Address:	7683 Southfront Road		
City:	Livermore		
State/Country:	CALIFORNIA		
Postal Code:	94551		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2641393	PRELUDE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111788-0098		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

CH \$40.00 2641393

Date:

01/13/2009

Total Attachments: 6

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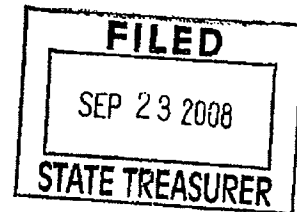
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New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): Merger Consolidation

2. Name of Surviving Business Entity:
Activant Wholesale Distribution Solutions Inc.

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity: Identification # Assigned by Treasurer (if applicable)

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
Activant Wholesale Distribution Solutions Inc.	New Jersey	
Prelude Systems, Inc.	Texas	

4. Date Merger/Consolidation adopted: **September , 2008**

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name **Activant Wholesale Distribution Solutions Inc.** Outstanding Shares **550**
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.
Shareholder consent is not required pursuant to Section 14A:10-3(4) of NJSA

Voting For _____ Voting Against _____ ; OR
 Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check)

-b Corp. Name **Prelude Systems, Inc.** Outstanding Shares **2,707,000**
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR
 Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check)

-c Corp. Name _____ Outstanding Shares _____
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR
 Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check)


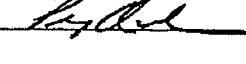
6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst.): _____

Signature	Name	Title	Date
	Pervez Qureshi	President of Andrew Worldwide Distribution Solution, Inc.	09/22/08
	Pervez Qureshi	President of Prelude Systems, Inc.	09/22/08
_____	_____	_____	_____
_____	_____	_____	_____

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of September 22, 2008 by and between Activant Wholesale Distribution Solutions Inc., a New Jersey corporation ("**AWDS**") and Prelude Systems, Inc., a Texas corporation ("**Target**").

WITNESSETH:

WHEREAS, AWDS is a corporation duly organized and validly existing under the laws of the State of New Jersey;

WHEREAS, Target is a corporation duly organized and validly existing under the laws of the States of Texas;

WHEREAS, the respective boards of directors for AWDS and Target have determined that it is in the best interests of each corporation and their sole shareholder that Target merge with and into AWDS upon the terms and conditions set forth herein (the "**Merger**"); and

WHEREAS, The Merger is authorized by Section 14A:10-3 of the New Jersey Business Corporation Act ("**NJBCA**") and Section 5.03 of Texas Business Corporation Act ("**TBCA**") and the sole shareholder of Target has adopted and approved the Merger and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereby agree as follows:

1. Merger. Subject to the terms and conditions of this Agreement, at the Merger Effective Time (as defined below), Target shall be merged with and into AWDS, the separate corporate existence of Target shall cease and AWDS shall survive the Merger. The Merger shall have the effect specified in the NJBCA and the effect specified in the TBCA. In connection with the Merger, AWDS and Target shall cause, (a) a certificate of merger meeting the requirements of the NJBCA to be properly executed and filed in accordance with the requirements thereof (the "**Certificate of Merger**"), and (b) a certificate of merger meeting the requirements of TBCA to be properly executed and filed in accordance with TBCA (the "**Target Articles of Merger**"). The Merger shall be effective upon the later of (a) the effectiveness of the filing of Target Articles of Merger with the Secretary of State of the State of Texas in accordance with the TBCA and (b) the effectiveness of the filing of the Certificate of Merger with the Secretary of State of the State of New Jersey in accordance with the NJBCA (the "**Merger Effective Time**"). At the Merger Effective Time, all the assets, properties, rights, privileges, powers, franchises, immunities and purposes of Target shall vest in AWDS, and all debts, liabilities (including tax liabilities), restrictions and duties of Target shall become the debts, liabilities, restrictions and duties of AWDS. The parties hereto intend the Merger to qualify as a tax free reorganization within the meaning of Section 368(a)(1)(D) of the Internal Revenue Code, as amended, and under all other applicable federal and state tax laws.

2. Governing Documents. The Certificate of Incorporation and Bylaws of AWDS in effect immediately prior to the Merger Effective Time shall be the Certificate of Incorporation and Bylaws of AWDS, as the surviving corporation.

3. Directors and Officers. The directors and officers of AWDS serving immediately prior to the Merger Effective Time shall continue as the directors and officers of AWDS following the Merger Effective Time.

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

5. Stock of Target. Upon the Merger Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of outstanding capital stock of Target shall be cancelled and extinguished and no shares of AWDS capital stock or other securities of AWDS shall be issued in respect thereof. The outstanding shares of AWDS capital stock shall remain outstanding and shall not be affected by the Merger.

6. Stock Certificates and Instruments. On and after the Merger Effective Time, all of the outstanding certificates and instruments which prior to that time represented Target's securities shall be deemed for all purposes to be surrendered, cancelled and extinguished.

7. Covenants of AWDS. AWDS covenants and agrees that it will, on or before the Merger Effective Time:

a. To the extent not already qualified, qualify to do business as a foreign corporation in the state of incorporation of Target and in all other states in which Target is so qualified and in which the failure so to qualify would have a material adverse impact on the business or financial condition of AWDS. In connection therewith, AWDS shall irrevocably appoint an agent for service of process as required under TBCA and under applicable provisions of state law in other states in which qualification is required hereunder.

b. Execute and file any and all documents required under TBCA necessary to the assumption by AWDS of the tax liabilities of Target required to be assumed by AWDS in accordance with TBCA.


8. Amendment. This Agreement may be amended in any manner as may be determined in the judgment of the respective boards of directors of AWDS and Target to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Agreement:

9. 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.


Signature Page Follows

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties hereto by their respective officers thereunto duly authorized.

ACTIVANT WHOLESALE DISTRIBUTION
SOLUTIONS INC.
a New Jersey corporation

By: 
Name: Pervez Qureshi
Title: President

PRELUDE SYSTEMS, INC.
a Texas corporation

By: 
Name: Pervez Qureshi
Title: President

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER