

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 11/20/1997 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Chordiant Software, Inc. | | 11/20/1997 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Chordiant Software, Inc. | | |
| Street Address: | 20400 Stevens Creek Blvd, Suite 400 | | |
| City: | Cupertino | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95014 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2224110 | C: | |
| Registration Number: | 2224111 | C: | |
| Registration Number: | 2231156 | CHORDIANT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)507-2449 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-426-5553 | | |
| Email: | hiebert@samuelsTM.com | | |
| Correspondent Name: | Timothy H. Hiebert | | |
| Address Line 1: | Two International Place, 23rd Floor | | |
| Address Line 2: | Samuels & Hiebert LLC | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110-4104 | | |
| ATTORNEY DOCKET NUMBER: | PEGASYSTEMS INC. | | |

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**TRADEMARK
 REEL: 004219 FRAME: 0751**

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| NAME OF SUBMITTER: | Timothy H. Hiebert |
| Signature: | /Timothy H. Hiebert/ |
| Date: | 06/07/2010 |
| Total Attachments: 10 source=CHORDIANT CA MERGER TO CHORDIANT DE#page1.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page2.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page3.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page4.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page5.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page6.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page7.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page8.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page9.tif source=CHORDIANT CA MERGER TO CHORDIANT DE#page10.tif | |

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of October 31, 1997, by and between CHORDIANT SOFTWARE, INC., a California corporation ("Chordiant California"), and CHORDIANT ACQUISITION CORPORATION, a Delaware corporation ("Chordiant Delaware"). Chordiant California and Chordiant Delaware are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of Chordiant California consists of Sixty Million (60,000,000) shares of Common Stock, par value \$0.001 per share, and Twenty Four Million Six Hundred Seventy-Seven Thousand Eight Hundred Thirteen (24,677,813) shares of Preferred Stock, par value \$0.001 per share. The authorized capital stock of Chordiant Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of Sixty Million (60,000,000) shares of Common Stock, \$0.001 par value, and Twenty Four Million Six Hundred Seventy-Seven Thousand Eight Hundred Thirteen (24,677,813) shares of Preferred Stock, \$0.001 par value.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that Chordiant California merge into Chordiant Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Chordiant California shall merge into Chordiant Delaware on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS.

1.1 **Merger.** Chordiant California shall be merged with and into Chordiant Delaware (the "Merger"), and Chordiant Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement is filed with the Secretary of State of Delaware (the "Effective Date").

1.2 **Name Change.** On the Effective Date, the name of Chordiant Delaware shall be Chordiant Software, Inc.

1.3 **Succession.** On the Effective Date, Chordiant Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of Chordiant California, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.4 **Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging

to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.5 Common Stock of Chordiant California and Chordiant Delaware. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Common Stock of Chordiant California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of the Common Stock of Chordiant Delaware and each share of Common Stock of Chordiant Delaware issued and outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

1.6 Preferred Stock of Chordiant California and Chordiant Delaware. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Series A Preferred Stock of Chordiant California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series A Preferred Stock of Chordiant Delaware and each share of Series B Preferred Stock of Chordiant California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series B Preferred Stock of Chordiant Delaware.

1.7 Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock or of the Preferred Stock of Chordiant California shall be deemed for all purposes to evidence ownership of and to represent the shares of Chordiant Delaware into which the shares of Chordiant California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock 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 any dividend and other distributions upon the shares of Chordiant Delaware evidenced by such outstanding certificate as above provided.

1.8 Options. On the Effective Date, the Surviving Corporation will assume and continue Chordiant California's 1997 Equity Incentive Plan and Bonus and Salary Option

Conversion Plan (the "Plans") and the outstanding and unexercised portions of all options to purchase Common Stock of Chordiant California, including without limitation all options outstanding under the Plans and any other outstanding options, shall be converted into options of Chordiant Delaware, such that an option for one (1) share of Chordiant California shall be converted into an option for one (1) share of Chordiant Delaware, and the exercise price of the Chordiant Delaware option shall be equal to the exercise price of the Chordiant California option. No other changes in the terms and conditions of such options will occur. Effective on the Effective Date, Chordiant Delaware hereby assumes the outstanding and unexercised portions of such options and the obligations of Chordiant California with respect thereto.

1.9 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of Chordiant California under any and all employee benefit plans in effect as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger and shall reserve that number of shares of Chordiant Delaware Common Stock with respect to each such employee benefit plan as is proportional to the number of shares of Chordiant California Common Stock (if any) so reserved on the Effective Date.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Chordiant Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation, except that Article 1 of the Certificate of Incorporation and Bylaws of the Surviving Corporation shall, effective upon the filing of this Merger Agreement with the Secretary of State of the State of Delaware, be amended to read in its entirety as follows: "The name of this corporation is Chordiant Software, Inc."

2.2 Directors. The directors of Chordiant California immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Chordiant California immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS.

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Chordiant California 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 or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Chordiant California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the

name and on behalf of Chordiant California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the shareholders of Chordiant California, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of Chordiant California, the principal terms may not be amended without the further approval of the shareholders of Chordiant California) as may be determined in the judgment of the respective Board of Directors of Chordiant Delaware and Chordiant California to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of Chordiant California in accordance with applicable provisions of the General Corporation Law of the State of California; and

(b) Chordiant California, as sole stockholder of Chordiant Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware;

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Chordiant California to be material to consummation of the Merger shall have been obtained; and

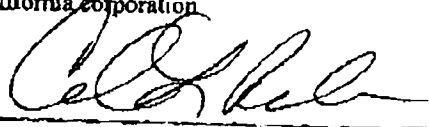
(d) no shareholders of Chordiant California shall have exercised their dissenters' rights.

3.4 Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Chordiant California or Chordiant Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of Chordiant California or Chordiant Delaware, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Chordiant California and Chordiant Delaware, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Chordiant California shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.


3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Chordiant California and Chordiant Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

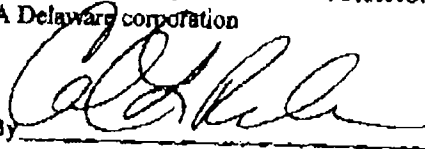
CHORDIANT SOFTWARE, INC.
A California corporation

By 
Carol Realini
President


ATTEST:


Joseph Juminaro
Secretary

CHORDIANT ACQUISITION CORPORATION
A Delaware corporation

By 
Carol Realini
President

ATTEST:

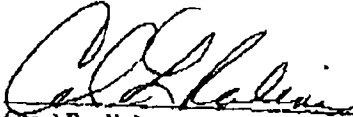

Joseph Juminaro
Secretary

CHORDIANT ACQUISITION CORPORATION
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER


The undersigned, **CAROL REALINI** and **JOSEPH TUMMINARO**, do hereby certify that:

1. They are the President and Secretary, respectively, of **CHORDIANT ACQUISITION CORPORATION**, a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of **CHORDIANT SOFTWARE, INC.**, a California corporation, with and into the Corporation was duly approved by the Board of Directors and by the stockholder of the Corporation.
3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the merger was One Hundred (100) shares of Common Stock. There were no shares of Preferred Stock outstanding.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by a vote of One Hundred (100) shares cast for and zero (0) shares cast against, which equaled or exceeded the vote required. The percentage vote required for such approval was more than fifty percent (50%).

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 31st day of October, 1997.

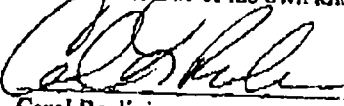


Carol Realini
President

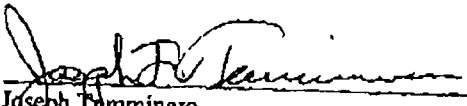


Joseph Tumminaro
Secretary

Each of the undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.



Carol Realini
President



Joseph Tumminaro
Secretary

Person to contact about this filing:

Catherine A. Dring
Ph. (650) 843-5138

CHORDIANT SOFTWARE, INC.
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, CAROL REALINI and JOSEPH TUMMINARO, do hereby certify that:

1. They are the President and Secretary, respectively, of CHORDIANT SOFTWARE, INC., a California corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Corporation with and into CHORDIANT ACQUISITION CORPORATION, a Delaware Corporation, was duly approved by the Board of Directors and by the shareholders of the Corporation. Chordiant Acquisition Corporation will be the surviving corporation.
3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The total number of outstanding shares of Common Stock is Ten Million Twenty Thousand Four Hundred Thirty-Five (10,020,435). The Preferred Stock is designated in two series. The total number of outstanding shares of Series A Preferred Stock outstanding is Thirteen Million Six Hundred Seventy-Seven Thousand Eight Hundred Thirteen (13,677,813). The total number of outstanding shares of Series B Preferred Stock outstanding is Ten Million Eight Hundred Twenty One Thousand Eight Hundred Forty (10,821,840). All outstanding shares of stock were entitled to vote on the merger.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of more than (i) 50% of the outstanding shares of the Common Stock, (ii) 50% of the outstanding shares of Common Stock, Series A Preferred Stock and Series B Preferred Stock voting together as if the Series A Preferred and Series B Preferred had converted into Common Stock and (iii) 50% of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock, voting as a separate class, which, in each case, equaled or exceeded the vote required.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 31st day of October, 1997.


Carol Realini
President