

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/31/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maaguzi, LLC		03/31/2010	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Phase Forward Incorporated		
Street Address:	77 Fourth Avenue		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78643103	MAAGUZI	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.981.4401		
Email:	tilleryk@pepperlaw.com		
Correspondent Name:	M. Kelly Tillery		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	130773.48		
NAME OF SUBMITTER:	Christopher D. Olszyk, Jr.		

OP \$40.00 78643103

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**TRADEMARK
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Signature:	/cdo/
Date:	06/15/2010
Total Attachments: 6 source=Maaguzi - Articles of Merger Indiana Executed 31Mar2010#page1.tif source=Maaguzi - Articles of Merger Indiana Executed 31Mar2010#page2.tif source=Maaguzi - Articles of Merger Indiana Executed 31Mar2010#page3.tif source=Maaguzi - Articles of Merger Indiana Executed 31Mar2010#page4.tif source=Maaguzi - Articles of Merger Indiana Executed 31Mar2010#page5.tif source=Maaguzi - Articles of Merger Indiana Executed 31Mar2010#page6.tif	



ARTICLES OF MERGER

State Form 39036 (R7 / 1-03)
Approved by State Board of Accounts, 1995

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-40-1 et. seq.

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

<p>ARTICLES OF MERGER / SHARE EXCHANGE OF Maaguzi, LLC</p> <hr/> <p><i>(hereinafter "the nonsurviving corporation(s)")</i></p>
<p>INTO Phase Forward Incorporated</p> <hr/> <p><i>(hereinafter "the surviving corporation")</i></p>

ARTICLE I - SURVIVING CORPORATION

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The name of the corporation surviving the merger is Phase Forward Incorporated
and such name has has not (*designate which*) been changed as a result of the merger.

ARTICLE I - SURVIVING CORPORATION

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on _____.

b. The surviving corporation is a foreign corporation incorporated under the laws of the State of Delaware and qualified not qualified (*designate which*) to do business in Indiana.
If the surviving corporation is qualified to do business in Indiana, state the date of qualification: _____
(*If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".*)

ARTICLE II - NONSURVIVING CORPORATION (S)

The name, state of incorporation, and date of incorporation or qualification (*if applicable*) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation <u>Maaguzi, LLC</u>	
State of Domicile <u>Indiana</u>	Date of Incorporation or qualification in Indiana (<i>if applicable</i>)
Name of Corporation	
State of Domicile	Date of Incorporation or qualification in Indiana (<i>if applicable</i>)
Name of Corporation	
State of Domicile	Date of Incorporation or qualification in Indiana (<i>if applicable</i>)

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on _____ 20____ and signed by all shareholders entitled to vote.
- B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

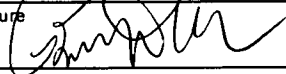
The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on March 31 2010 and signed by all shareholders entitled to vote.
- B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common) membership interests				
NUMBER OF OUTSTANDING SHARES	N/A			
NUMBER OF VOTES ENTITLED TO BE CAST	N/A			
NUMBER OF VOTES REPRESENTED AT MEETING	All			
SHARES VOTED IN FAVOR	All			
SHARES VOTED AGAINST	None			

In Witness Whereof, the undersigned being the President, CEO & Chairman of the Board of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 31 day of March, 20 10.

Signature



Printed name

Robert K. Weick

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of March 31, 2010, by and among Phase Forward Incorporated, a Delaware corporation ("Phase Forward") and Maaguzi, LLC, a limited liability company and wholly-owned subsidiary of Phase Forward ("Sub," and, together with Phase Forward, the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Board of Managers of Sub has determined that the merger of Sub with and into Phase Forward, with Phase Forward being the surviving corporation (the "Merger"), is advisable and in the best interests of Sub and its sole Member, Phase Forward, and have (i) approved and adopted this Agreement and the Merger, and (ii) recommended the approval and adoption of this Agreement and the Merger by Phase Forward, as the sole Member of Sub, all in accordance with Section 23-18-7-7 of the Indiana Code (the "IC");

WHEREAS, the Board of Directors of Phase Forward has determined that the Merger is advisable and in the best interests of its stockholders, and the officer of Phase Forward, by his signature below, hereby certifies that this Agreement has been adopted by Phase Forward pursuant to Sections 251(f) and 264 of the Delaware General Corporation Law (the "DGCL") and (i) this Agreement does not amend in any respect the certificate of incorporation of Phase Forward, (ii) each share of stock of Phase Forward outstanding as of immediately prior to the Effective Time (as defined below) shall be an identical outstanding of the Surviving Corporation (as defined below) after the Effective Time and (iii) no shares of capital stock of the Surviving Corporation and no shares, securities or obligations convertible into such stock are to be issued or delivered under this Agreement; and

WHEREAS, the Constituent Corporations intend that the Merger constitute a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, each of the Constituent Corporations agrees as follows:

1. The Merger. In accordance with the relevant provisions of the IC and the DGCL, at the Effective Time (as hereinafter defined), Sub shall be merged with and into Phase Forward. As a result of and following the Merger, (a) the separate existence of Sub shall cease, (b) Phase Forward shall continue as the surviving entity of the Merger operating under the name "Phase Forward Incorporated" (the "Surviving Corporation"), and (c) the identity of Sub, and all rights, assets and liabilities of Sub, shall be vested in the Surviving Corporation in accordance with Section 259 of the DGCL.

2. Effective Time. Phase Forward shall file with the Office of the Secretary of State of the State of Delaware a certificate of merger in the form required by the DGCL (the "DE Certificate of Merger") and shall file with the Office of the Secretary of State of the State of Indiana articles of merger in the form required by the IC (the "IC Articles of Merger"). The Merger shall become effective upon filing of the DE Certificate of Merger with the Secretary of

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State of the State of Delaware and the IC Articles of Merger with the Secretary of State of the State of Indiana (the "Effective Time").

3. Certificate of Incorporation. The Certificate of Incorporation of Phase Forward, as in effect as of the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation (the "Certificate of Incorporation") until thereafter changed or amended as provided therein or by applicable law.

4. By-laws. The By-laws of Phase Forward, as in effect as of the Effective Time, shall be the By-laws of the Surviving Corporation (the "By-laws") until thereafter changed, amended or repealed as provided therein, in the Certificate of Incorporation or by applicable law.

5. Directors and Officers of the Surviving Corporation. The directors and officers of Phase Forward as of the Effective Time shall be the directors and officers of the Surviving Corporation, until their respective successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and By-Laws.

6. Conversion and Cancellation of Equity Interests of Sub. At the Effective Time, by virtue of the Merger and without any further action on the part of either of the Constituent Corporations or the holders of capital stock or any other equity interests of either of the Constituent Corporations, each equity interest of Sub issued and outstanding as of immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist and no consideration shall be delivered or deliverable in exchange therefor.

7. Additional Actions. If, at any time on and after the Effective Time, the Surviving Corporation or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation title to and possession of any property or right of Sub acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, Sub and its Board of Managers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

8. Effect of Merger. The effect of the Merger hereunder shall be as described in Section 259 of the DGCL.

9. Abandonment. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and abandoned by the Board of Directors or Board of Managers, as the case may be, of either Constituent Corporation notwithstanding favorable action on the Merger by the Board of Directors or Board of Managers, as the case may be, or the stockholders or members, as the case may be, of either of the Constituent Corporations at any time prior to the Effective Time.

10. General.

(a) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware, excluding the conflicts of law provisions thereof.

(b) Complete Agreement; Amendments. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof. No amendment, modification or termination of any provision of this Agreement shall be valid unless in writing and signed by all of the parties hereto.

(c) Waivers and Further Agreements. Any waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of that provision or of any other provision hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as any other party may reasonably require in order to effectuate the terms and purposes of this Agreement.

(d) Third Parties. Except as expressly provided herein, nothing in this Agreement is intended to confer on any persons, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(e) Assignment. This Agreement shall not be assigned without the prior written consent of the parties hereto.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall be one and the same document.


(g) Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Agreement.

11. Tax Treatment. For federal income tax purposes the transaction contemplated by this Agreement shall be treated as a tax-free reorganization described in Section 368(a) of the Internal Revenue Code of 1986, as amended.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first set forth above.

MAAGUZI, LLC
(an Indiana limited liability company)

By: 
Name: _____
Title:

PHASE FORWARD INCORPORATED
(a Delaware corporation)

By: 
Name: _____
Title:

[Signature Page to Agreement and Plan of Merger]