

02/04/2011

TO: HAMID PIROOZI COMPANY: C

Re. 2-4-11



103617055



Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA Conveying party (Consona ERP, INC ) was domiciled in the State of Indiana

Name	Formerly	Execution Date	Entity Type
Consona ERP, INC.		12/31/2010	INC. ASSOCIATION:

RECEIVING PARTY DATA Receiving party (Consona Corporation) is domiciled in the State of Indiana

Name:	Consona Corporation
Street Address:	450 E 98TH ST
Internal Address:	suite 300
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240
Entity Type:	CORPORATION: <i>INDIANA</i>

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3403198	INFIMACS II
Registration Number:	3531657	CONSONA
Registration Number:	2577527	M2M
Registration Number:	2789146	ENCOMPIX
Registration Number:	2436658	CSC
Registration Number:	2491958	E-LOGIA
Registration Number:	2379757	TIME2VALUE
Registration Number:	2551505	SUPPLYWORKS
Registration Number:	2333486	SUPPLYWORKS
Registration Number:	2151683	NOTIFIER
Registration Number:	1765699	AXIOM
Registration Number:	1602007	MADE 2 MANAGE

CORRESPONDENCE DATA

OP S315.00 3403198

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

Fax Number: (317)592-4638

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3172365879

Email: ipdocket@icemiller.com

Correspondent Name: Hamid Piroozi

Address Line 1: One American Square

Address Line 2: Suite 2900

Address Line 4: Indianapolis, INDIANA 46282

ATTORNEY DOCKET NUMBER:	12178.0005
NAME OF SUBMITTER:	Hamid Piroozi
Signature	/Hamid Piroozi/
Date:	01/10/2011
Total Attachments: 7 source=Indiana 2#page1.tif source=Indiana 2#page2.tif source=Indiana 2#page3.tif source=Indiana 2#page4.tif source=Indiana 2#page5.tif source=Indiana 2#page6.tif source=Indiana 2#page7.tif	

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF MERGER**

of

**CONSONA ERP, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

**CIMNET SYSTEMS, INC.**

a(n) Illinois For-Profit Foreign Corporation qualified in Indiana

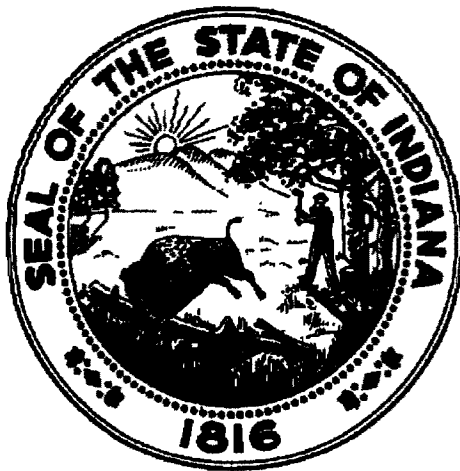
merged with and into the surviving entity:

**CONSONA ERP, INC.**

The name following said transaction will be:

**CONSONA CORPORATION**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, December 31, 2010.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 29, 2010.

A handwritten signature in black ink, appearing to read "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

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**TRADEMARK  
REEL: 004474 FRAME: 0479**

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE



ARTICLES OF MERGER

State Form 39036 (RS / 2-97)

Approved by State Board of Accounts, 1995

APPROVED AND FILED

Handwritten signature of Todd Romita

SECRETARY OF STATE

TODD ROMITA SECRETARY OF STATE CORP. DRAFTING DIVISION 302 W. Washington Street, Rm. 2016 Indianapolis, IN 46204 Telephone: (317) 232-8576

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

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts. Present original and two (2) copies to address in upper right corner of this form. Please TYPE or PRINT. Upon completion of filing the Secretary of State will issue a receipt.

ARTICLES OF MERGER / SHARE EXCHANGE OF Compiere, Inc.; Capri Corp; and Cimnet Systems, Inc. (hereinafter "the nonsurviving corporation(s)") INTO Consona ERP, Inc. (hereinafter "the surviving corporation")

ARTICLE I - SURVIVING CORPORATION The name of the corporation surviving the merger is Consona Corporation and such name has been changed as a result of the merger. a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on January 22, 1986 b. The surviving corporation is a foreign corporation incorporated under the laws of the State of 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 Compiere, Inc. State of Domicile Delaware Date of Incorporation or qualification in Indiana (if applicable) Name of Corporation Capri Corp. State of Domicile Minnesota Date of Incorporation or qualification in Indiana (if applicable) Name of Corporation Cimnet Systems, Inc. State of Domicile Illinois Date of Incorporation or qualification in Indiana (if applicable)

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.

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10 DEC 29 AM 11:23 RECEIVED CORPORATION

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**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 December 28, 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)				
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)

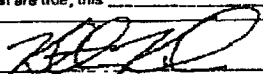
The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented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

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	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				

In Witness Whereof, the undersigned being the Vice President of the surviving  
Officer or Chairman of Board  
 corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained  
 herein are true, this 28 day of December, 2010

Signature:  Printed name: Katherine Kinder

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TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

### AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of the 28<sup>th</sup> day of December, 2010 among Consona ERP, Inc., an Indiana corporation ("Consona ERP"), and its wholly owned subsidiaries: Compiere, Inc., a Delaware corporation ("Compiere"), Capri Corp., a Minnesota corporation ("Capri"), and Cimnet Systems, Inc., an Illinois corporation ("Cimnet"), and together with Compiere and Capri, the "Subsidiaries". Consona ERP and the Subsidiaries are sometimes referred to as the "Constituent Companies." Consona ERP, as the surviving entity in the Mergers (as defined below), is hereinafter also sometimes referred to as the "Surviving Corporation".

WITNESSETH:

WHEREAS, Subsidiaries are each wholly owned subsidiaries of Consona ERP; and

WHEREAS, Consona ERP and the Subsidiaries deem it advisable and generally to the welfare of Consona ERP and the Subsidiaries, respectively, that each of the Subsidiaries be merged with and into the Surviving Corporation under the terms and conditions hereinafter set forth, such mergers to be effected pursuant to the Indiana Business Corporation Law, the Delaware General Corporation Law, the Washington Business Corporation Act and the Illinois Business Corporation Act, respectively.

NOW, THEREFORE, the Constituent Companies parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: The Subsidiaries hereby agree to merge (the "Mergers") with and into Consona ERP, with Consona ERP being the surviving entity in the Mergers. The separate existence of the Subsidiaries shall cease at the Effective Time of the Mergers in accordance with applicable law, and Consona ERP shall continue in existence as the surviving entity, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities and franchises of the Subsidiaries in accordance with applicable law.

SECOND: The Certificate of Incorporation of Consona ERP, as in effect on the date of the Mergers provided for in this Agreement, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The terms and conditions of the Mergers are as follows:

(a) At the Effective Date, all of the authorized capital stock of each Subsidiary outstanding immediately prior to the applicable Merger and all rights in respect thereof, shall forthwith cease to exist and shall be cancelled, and the authorized capital stock of the Surviving

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Corporation immediately prior to the Mergers shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Mergers.

(b) The By-laws of Consona ERP as they shall exist at the Effective Time of the Mergers shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(c) The directors of Consona ERP at the Effective Time of the Mergers shall remain the directors of the Surviving Corporation, each to continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(d) The officers of Consona ERP at the Effective Time of the Mergers shall remain the officers of the Surviving Corporation, each to continue in office until the next annual meeting of directors and until their successors shall have been elected and qualified.

(e) At and after the Effective Time of the Mergers, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Subsidiaries; all debts due to each of the Subsidiaries on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Subsidiaries shall be as effectively the property of the Surviving Corporation as they were of any of the respective Subsidiaries; the title to any real estate vested by deed or otherwise in any of the Subsidiaries shall not revert or be in any way impaired by reason of the Mergers, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of any of the Subsidiaries shall be preserved unimpaired; all debts, liabilities and duties of the respective Subsidiaries shall thenceforth 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; and the Surviving Corporation shall indemnify and hold harmless the officers and directors and managers, as applicable, of each of the Subsidiaries against all such debts, liabilities and duties and against all claims and demands arising out of the Mergers.

(f) As and when requested by the Surviving Corporation or by its successors or assigns, the Subsidiaries will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of any of the Subsidiaries acquired by the Surviving Corporation by reason or as a result of the Mergers herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Subsidiaries and the officers and directors of the Surviving Corporation are fully authorized in the name of the Subsidiaries or otherwise to take any and all such action.

(g) For all purposes, the Mergers shall be deemed to occur in the following order (i) first, Compiere will merge with and into Consona ERP, such that Consona ERP is the surviving corporation; (ii) next, Capri will merge with and into Consona ERP, such that Consona

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

ERP is the surviving corporation; and (iii) lastly, Ciment will merge with and into Consona ERP, such that Consona ERP is the surviving corporaiton.

(h) This Agreement shall be submitted to the stockholders of the Subsidiaries and the stockholders of the Surviving Corporation as and to the extent required by applicable law. The Mergers shall take effect as of 11:59 pm on December 31, 2010 (the "Effective Time").

(i) All acts, plans, policies, approvals and authorizations of the Subsidiaries, their officers and directors, which were valid and effective immediately prior to the Effective Time of the Mergers, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on the Subsidiaries.

(j) From the *Effective Time of the Mergers*, the officers and directors of the Surviving Corporation are hereby authorized in the name of the entities that were the Subsidiaries to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of any of the Subsidiaries or to carry out the purposes of this Agreement.

FOURTH: It is intended that this Agreement and Plan of Merger qualify as a liquidation and reorganization in accordance with Sections 332, 334(b)(1), 368(a)(1)(A) and 337 of the Internal Revenue Code of 1986, as amended.

FIFTH: The matters set forth in this Agreement shall be considered modified to the extent required by the laws of the State of Indiana, the State of Delaware, the State of Minnesota or the State of Illinois so that nothing contained herein shall be construed to be in any way violative of the laws of the State of Indiana, the State of Delaware, the State of Minnesota or the State of Illinois.

*[Remainder of Page Intentionally Left Blank]*



TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement to be executed by each party hereto.

**CONSONA ERP, INC.,**  
an Indiana corporation

By:   
Name: **Katherine Kinder**  
Title: **Vice President, Finance & Administration**

**COMPIERE, INC.**  
a Delaware corporation

By:   
Name: **Katherine Kinder**  
Title: **Vice President, Finance & Administration**

**CAPRI CORP.,**  
a Minnesota corporation

By:   
Name: **Katherine Kinder**  
Title: **Vice President, Finance & Administration**

**CIMNET SYSTEMS, INC.**  
an Illinois corporation

By:   
Name: **Katherine Kinder**  
Title: **Vice President, Finance & Administration**

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