

TO: HAMID PIROOZI COMPANY: ONI

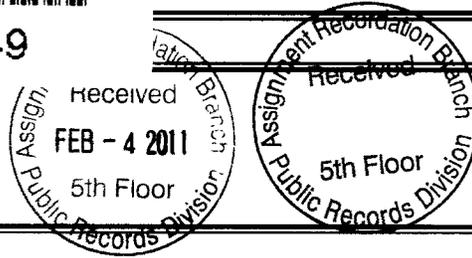
02/04/2011

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2010

CONVEYING PARTY DATA Conveying Party (Consona CRM INC) was Domiciled in the state of Washington

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

RECEIVING PARTY DATA Receiving Party (Consona ERP INC) is Domiciled in the state of Indiana

Name:	Consona ERP, INC.
Street Address:	450 E 96TH ST
Internal Address:	Suite 2900
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240
Entity Type:	INC. ASSOCIATION: <i>Indiana</i>

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3102180	KNOVA
Registration Number:	2943207	SMARTACCESS
Registration Number:	2936060	TOTAL ASSIST
Registration Number:	3090946	LIVEASSIST
Registration Number:	3036467	HOMENET
Registration Number:	2783201	SUPPORTSOFT
Registration Number:	2799210	SUPPORTSOFT
Registration Number:	2871383	ACTIVE
Registration Number:	2832415	ACTIVE DECISIONS
Registration Number:	2906891	SMARTRESULT
Registration Number:	2817905	KANISA
Registration Number:	2952126	SUPPORTTRIGGER

OP \$540.00 3102180

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

Registration Number:	2811109	SMARTISSUE
Registration Number:	2729784	SUPPORTSOFT
Registration Number:	2951959	SUPPORTACTION
Registration Number:	2948263	SUPPORTACTION
Registration Number:	2911313	DNA PROBE
Registration Number:	2929050	DNA
Registration Number:	1983432	ONYX
Registration Number:	2303097	SERVICEWARE
Registration Number:	1919047	COGNITIVE PROCESSOR

CORRESPONDENCE DATA

Fax Number: (317)592-4638

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

Phone: 3172365879

Email: lpdocket@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:	01/07/2011

Total Attachments: 14

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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):

CONSONA CRM, INC

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

merged with and into the surviving entity:

CONSONA ERP, INC.

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 that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

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TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE



ARTICLES OF MERGER

State Form 39036 (RS / 2-87)

Approved by State Board of Accounts, 1996

TODD BOKOTA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Rm. E818
Indianapolis, IN 46204
Telephone: (317) 225-8578

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

Consona CRM Inc.
(hereinafter "the non surviving corporation(s)")

INTO

Consona ERP, Inc.
(hereinafter "the surviving corporation")

APPROVED AND FILED
Todd Bokota
MB, SECRETARY OF STATE

ARTICLE I - SURVIVING CORPORATION

The name of the corporation surviving the merger is: Consona ERP, Inc.
and such name has has not *(designate which)* 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 <u>Consona CRM Inc.</u>	Date of Incorporation or qualification in Indiana <i>(if applicable)</i>
State of Domicile <u>Washington</u>	
Name of Corporation	Date of Incorporation or qualification in Indiana <i>(if applicable)</i>
State of Domicile	
Name of Corporation	Date of Incorporation or qualification in Indiana <i>(if applicable)</i>
State of Domicile	

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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TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

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				

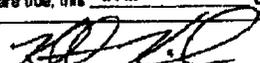
ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)

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:
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				

In Witness Whereof, the undersigned being the Vice President 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 28th 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 December 28, 2010, by and between (i) Consona ERP, Inc., a corporation organized under the laws of the State of Indiana ("Consona ERP"); and (ii) Consona CRM Inc., a corporation organized under the laws of the State of Washington ("Consona CRM"). The two corporations are hereinafter sometimes called the "Constituent Corporations."

RECITALS:

A. The Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Consona CRM be merged with and into Consona ERP under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Indiana and the State of Washington.

B. 1,000 shares of Consona CRM Common Stock, par value \$.01 per share ("Consona CRM Common Stock") are issued and outstanding and held by Consona Corporation.

C. 100 shares of Consona ERP Common Stock ("Consona ERP Common Stock") are issued and outstanding and held by Consona Corporation.

NOW, THEREFORE, the Constituent Corporations, 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:

**ARTICLE I
NAMES OF MERGING ENTITIES**

The names of the entities proposed to be merged are "Consona CRM Inc." a corporation organized under the laws of the State of Washington; and "Consona ERP, Inc." a corporation organized under the laws of the State of Indiana.

**ARTICLE II
THE MERGER**

Pursuant to the provisions of the Indiana Business Corporation Code and the Washington Business Corporation Act, on the Effective Time (as defined below), Consona CRM shall be merged with and into Consona ERP (the "Merger"). As a result of the Merger, the separate corporate existence of Consona CRM shall cease, and Consona ERP shall continue to exist as the surviving corporation of the Merger, pursuant to the applicable provisions of the Indiana Business Corporation Code and this Agreement. Consona CRM is hereinafter also sometimes referred to as the "Merged Corporation," and Consona ERP is hereinafter also sometimes referred to as the "Surviving Corporation."

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TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

ARTICLE III
EFFECTIVE TIME

3.1 Effective Time. The Merger shall be effective as of 11:58 pm on December 31, 2010.

ARTICLE IV
TERMS AND CONDITIONS OF THE MERGER

4.1 Certificate of Incorporation. The Certificate of Incorporation of Consona ERP, as in effect at the Effective Time, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

4.2 Effect on Capital Stock. The effect of the Merger on the capital stock of the Merged Corporation and the Surviving Corporation shall be as follows:

(a) The shares of Consona CRM Common Stock of the Merged Corporation, which are issued and outstanding on the date hereof shall, without any further action on the part of anyone, be canceled on and as of the Effective Time, without any conversion thereof. No payment or distribution shall be made with respect thereto.

(b) The authorized capital stock of Consona ERP at the Effective Time shall be and remain the authorized capital stock of the Surviving Corporation.

(c) The issued and outstanding shares of capital stock of Consona ERP at the Effective Time shall be and remain the issued and outstanding capital stock of the Surviving Corporation.

4.3 Other Terms and Conditions. The other terms and conditions of the Merger are as follows:

(a) The By-laws of the Surviving Corporation as they exist at the Effective Time shall be and remain the By-laws of the Surviving Corporation.

(b) The directors and officers of the Surviving Corporation at the Effective Time shall continue in office and thereafter shall serve until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified or until their earlier resignation or removal.

(c) The Merger shall have the effects set forth in Section 23-1-40-6 of the Indiana Business Corporation Code and Section 23B.11.030 of the Washington Business Corporation Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises, and all and every other interest, of Consona CRM shall vest in the Surviving Corporation, and all debts, liabilities and

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

duties of Consona CRM shall become the debts, liabilities and duties of the Surviving Corporation.

(d) From the Effective Time of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the Constituent Corporations 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 either of the Constituent Corporations or to carry out the purposes of this Agreement.

(e) All corporate acts, plans, policies, approvals and authorizations of Consona CRM, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were on Consona CRM

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Approvals. This Agreement shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law.

5.2 Reorganization. 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.

5.3 Conformity with State Law. The matters set forth in this Agreement shall be considered modified to the extent required by the laws of the State of Indiana or the laws of the State of Washington so that nothing contained herein shall be construed to be in any way violative of the laws of the State of Indiana or the laws of the State of Washington.

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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 CRM INC.,
a Washington corporation

By: 

Name: Katherine Kinder

Title: Vice President, Finance & Administration

CONSONA ERP, INC.,
an Indiana corporation

By: 

Name: Katherine Kinder

Title: Vice President, Finance & Administration

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

CONSONA ERP, INC.

IN Profit Corporation

UBI: 601-573-896

Filing Date: December 29, 2010

Effective Date: December 31, 2010

Merging Entities:

601-526-622

CONSONA CRM INC.



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

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TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

FILED
SECRETARY OF STATE
SAM REED

DECEMBER 29, 2010

STATE OF WASHINGTON

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**ARTICLES OF MERGER
OF
CONSONA CRM INC.
INTO
CONSONA ERP, INC.**

Pursuant to Sections 23B.11.010 and 23B.11.050 of the Washington Business Corporation Act, the undersigned corporation executes and submits for filing the following Articles of Merger:

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger dated as of December 28, 2010, for merging Consona CRM Inc., a Washington corporation ("*Consona CRM*") with and into Consona ERP, Inc., an Indiana corporation ("*Consona ERP*").
2. The Agreement and Plan of Merger was duly adopted by the Board of Directors of Consona CRM on December 28, 2010, and by the sole shareholder of Consona CRM on December 28, 2010, pursuant to the provisions of Section 23B.11.030 of the Washington Business Corporation Act.
3. The Agreement and Plan of Merger was duly adopted by the Board of Directors of Consona ERP on December 28, 2010, and by the sole shareholder of Consona ERP on December 28, 2010.
4. This merger is permitted by the laws of the State of Indiana under whose laws Consona ERP is incorporated and Consona ERP has complied with such laws effecting this merger.
5. The effective time and date of this merger is 11:58 pm on December 31, 2010.

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TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

Dated: 12/28/10

CONSONA ERP, INC.

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

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 December 28, 2010, by and between (i) Consona ERP, Inc., a corporation organized under the laws of the State of Indiana ("Consona ERP"); and (ii) Consona CRM Inc., a corporation organized under the laws of the State of Washington ("Consona CRM"). The two corporations are hereinafter sometimes called the "Constituent Corporations."

RECITALS:

A. The Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Consona CRM be merged with and into Consona ERP under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Indiana and the State of Washington.

B. 1,000 shares of Consona CRM Common Stock; par value \$.01 per share ("Consona CRM Common Stock") are issued and outstanding and held by Consona Corporation.

C. 100 shares of Consona ERP Common Stock ("Consona ERP Common Stock") are issued and outstanding and held by Consona Corporation.

NOW, THEREFORE, the Constituent Corporations, 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:

**ARTICLE I
NAMES OF MERGING ENTITIES**

The names of the entities proposed to be merged are "Consona CRM Inc." a corporation organized under the laws of the State of Washington; and "Consona ERP, Inc." a corporation organized under the laws of the State of Indiana.

**ARTICLE II
THE MERGER**

Pursuant to the provisions of the Indiana Business Corporation Code and the Washington Business Corporation Act, on the Effective Time (as defined below), Consona CRM shall be merged with and into Consona ERP (the "Merger"). As a result of the Merger, the separate corporate existence of Consona CRM shall cease, and Consona ERP shall continue to exist as the surviving corporation of the Merger, pursuant to the applicable provisions of the Indiana Business Corporation Code and this Agreement. Consona CRM is hereinafter also sometimes referred to as the "Merged Corporation," and Consona ERP is hereinafter also sometimes referred to as the "Surviving Corporation."

TO: HAMID PIROOZI COMPANY: ONE AMERICAN SQUARE

ARTICLE III
EFFECTIVE TIME

3.1 Effective Time. The Merger shall be effective as of 11:58 pm on December 31, 2010.

ARTICLE IV
TERMS AND CONDITIONS OF THE MERGER

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(a) The shares of Consona CRM Common Stock of the Merged Corporation, which are issued and outstanding on the date hereof shall, without any further action on the part of anyone, be canceled on and as of the Effective Time, without any conversion thereof. No payment or distribution shall be made with respect thereto.

(b) The authorized capital stock of Consona ERP at the Effective Time shall be and remain the authorized capital stock of the Surviving Corporation.

(c) The issued and outstanding shares of capital stock of Consona ERP at the Effective Time shall be and remain the issued and outstanding capital stock of the Surviving Corporation.

4.3 Other Terms and Conditions. The other terms and conditions of the Merger are as follows:

(a) The By-laws of the Surviving Corporation as they exist at the Effective Time shall be and remain the By-laws of the Surviving Corporation.

(b) The directors and officers of the Surviving Corporation at the Effective Time shall continue in office and thereafter shall serve until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified or until their earlier resignation or removal.

(c) The Merger shall have the effects set forth in Section 23-1-40-6 of the Indiana Business Corporation Code and Section 23B.11.030 of the Washington Business Corporation Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises, and all and every other interest, of Consona CRM shall vest in the Surviving Corporation, and all debts, liabilities and

TO:HAMID PIROOZI COMPANY:ONE AMERICAN SQUARE

duties of Consona CRM shall become the debts, liabilities and duties of the Surviving Corporation.

(d) From the Effective Time of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the Constituent Corporations 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 either of the Constituent Corporations or to carry out the purposes of this Agreement.

(e) All corporate acts, plans, policies, approvals and authorizations of Consona CRM, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were on Consona CRM

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Approvals. This Agreement shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law.

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5.3 Conformity with State Law. The matters set forth in this Agreement shall be considered modified to the extent required by the laws of the State of Indiana or the laws of the State of Washington so that nothing contained herein shall be construed to be in any way violative of the laws of the State of Indiana or the laws of the State of Washington.

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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 CRM INC.,
a Washington corporation

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

CONSONA ERP, INC.,
an Indiana corporation

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

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