

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/01/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RedDot Solutions Corporation		08/10/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Open Text Inc.		
Street Address:	208 SO LASALLE ST, SUITE 814		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3033978	REDDOT	
CORRESPONDENCE DATA			
Fax Number:	(404)527-3662		
Phone:	404-527-8384		
Email:	mlaip@mckennalong.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Alison E. Musto		
Address Line 1:	303 Peachtree St. NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	10135.0009		
NAME OF SUBMITTER:	Alison E. Musto		

CH \$40.00 3033978

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**TRADEMARK
 REEL: 004685 FRAME: 0438**

Signature:	/aem/
Date:	12/22/2011
Total Attachments: 7 source=RedDotOTI Merger#page1.tif source=RedDotOTI Merger#page2.tif source=RedDotOTI Merger#page3.tif source=RedDotOTI Merger#page4.tif source=RedDotOTI Merger#page5.tif source=RedDotOTI Merger#page6.tif source=RedDotOTI Merger#page7.tif	

#2

FORM **BCA 1.15** (rev. Dec. 2003)
STATEMENT OF CORRECTION
Business Corporation Act

Secretary of State
Department of Business Services
Springfield, IL 62756
217-785-2237
www.cyberdriveillinois.com

FILED

AUG 10 2007

JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a check or money order payable to Secretary of State.

File # 56737715

Franchise Tax \$ _____ Penalty/Interest \$ _____ Filing Fee: \$50 Total \$ 50.00 Approved: lt
----- Submit for duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Corporate Name: OPEN TEXT INC.

2. State or Country of Incorporation: Illinois

3. Title of Document to be corrected: Articles of Merger

4. Date Erroneous Document was filed by Secretary of State: July 31, 2007

5. Inaccuracy, error or defect:
(Briefly identify the error and explain how it occurred. Use reverse side or attach additional sheets of this size if necessary.)
The Agreement and Plan of Merger filed with the Articles of Merger of RedDot Solutions Corporation with and into OPEN TEXT INC. was not approved by the shareholders of the parent company.

6. Corrected portion(s) of the document in correct form:
(Use reverse side or attach additional sheets of this size if necessary.)
The attached Agreement and Plan of Merger was approved by the shareholders of the parent company.

7. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in **BLACK INK**.

Dated August 1 07 OPEN TEXT INC.
Month & Day Year Exact Name of Corporation
[Signature]
Any Authorized Officer's Signature
Paul McFeeters, CFO
Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER
OF
REDDOT SOLUTIONS CORPORATION
AND
OPEN TEXT INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into by and between REDDOT SOLUTIONS CORPORATION, a business corporation of the State of Delaware approved on July 25, 2007, by the joint unanimous written consent of its Board of Directors and sole shareholder, and OPEN TEXT INC., a business corporation of the State of Illinois, approved on July 25, 2007, by the joint unanimous written consent of its Board of Directors and sole shareholder.

RECITALS

- A. The respective boards of directors and sole shareholders of REDDOT SOLUTIONS CORPORATION (sometimes hereinafter referred to as the "Disappearing Corporation") and of OPEN TEXT INC. (sometimes hereinafter referred to as the "Surviving Corporation"), deem it desirable and in their best interests to merge the Disappearing Corporation with and into the Surviving Corporation as provided in this Agreement pursuant to the provisions of the Delaware General Corporation Law and the Business Corporation Act of 1983 of the State of Illinois, and that the Surviving Corporation be the survivor of the merger.
- B. The Disappearing Corporation is a Delaware corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized by the Secretary of State of the State of Delaware to conduct a business, and on the date hereof there are 3,000 shares of common stock of the Disappearing Corporation issued and outstanding (the "Disappearing Corporation Common Stock"), all of which shares are owned by the Surviving Corporation.
- C. The Surviving Corporation is an Illinois corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and is authorized by the Secretary of State of the State of Illinois to conduct a business, with 100% of the issued and outstanding shares of the capital stock of the Surviving Corporation (the "Surviving Corporation Common Stock") owned by a single shareholder.
- D. The Delaware General Corporation Law permits a merger of a business corporation of the State of Delaware with and into a business corporation of another jurisdiction.

- E. The Business Corporation Act of 1983 of the State of Illinois permits a merger of a business corporation of another jurisdiction with and into a business corporation of the State of Illinois.

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

1. The Merger. Upon consummation of the merger contemplated herein, at the Effective Time (as defined in Section 3 hereof), the Disappearing Corporation shall be merged with and into the Surviving Corporation pursuant to the provisions of the Business Corporation Act of 1983 of the State of Illinois (the "Merger") and the Surviving Corporation shall continue to exist as said surviving entity and assume all of the liabilities of the Disappearing Corporation.
2. The Name. The name of the Surviving Corporation shall be "Open Text Inc."
3. Articles of Incorporation. The Articles of Incorporation (as may be amended from time to time) of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Business Corporation Act of 1983 of the State of Illinois.
4. Effective Time. The Merger will become at 12:05 a.m. (Central Standard Time) on August 1, 2007 (referred to herein as the "Effective Time").
5. By-Laws. The By-Laws of the Surviving Corporation as in effect immediately prior to the Effective Time, shall at and after the Effective Time, continue to be the By-Laws of the Surviving Corporation.
6. Directors and Officers. The board of directors and officers of the Surviving Corporation immediately prior to the Effective Time shall, at and after the Effective Time, serve as the board of directors and officers of the Surviving Corporation until its next annual meeting of shareholders or until such time as their successors have been elected and qualified.
7. Rights and Duties of the Surviving Corporation. At and after the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Disappearing Corporation shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed and all property rights, and every other interest of the Surviving Corporation and the Disappearing Corporation shall be effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Disappearing Corporation, respectively. All rights of creditors of the Disappearing Corporation and all liens upon any property of the Disappearing Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the

Disappearing Corporation may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Time, the last acting officers of the Disappearing Corporation, or the corresponding officers of the Surviving Corporation, may, in the name of the Disappearing Corporation, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in the Surviving Corporation title to and possession of any property of the Disappearing Corporation acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intents and purposes hereof, and the proper officers and managers of the Surviving Corporation are fully authorized in the name of the Disappearing Corporation or otherwise to take any and all such action.

8. Conversion of Shares. In and by virtue of the Merger and at the Effective Time, pursuant to this Agreement, the Disappearing Corporation Common Stock and the Surviving Corporation Common Stock shall be converted as follows:

8.1 *Effect on the Disappearing Corporation Common Stock.* Each share of the Disappearing Corporation Common Stock that is issued and outstanding (including shares of the Disappearing Corporation Common Stock, if any, held in the treasury of the Disappearing Corporation) immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled. On or after the Effective Time of the Merger, each holder of an outstanding certificate representing shares of the Disappearing Corporation Common Stock shall surrender the same to the Surviving Corporation for cancellation.

8.2 *Effect on the Surviving Corporation Common Stock.* Each share of the Surviving Corporation Common Stock that is issued and outstanding immediately prior to the Effective Time shall be unaffected and continue to represent the issued and outstanding shares of the Surviving Corporation Common Stock.

9. Shareholder Approval. The Agreement herein made and approved has been submitted to the sole shareholders of each of the Disappearing Corporation and the Surviving Corporation for its respective approval or rejection in the manner prescribed by the provisions of the Delaware General Corporation Law and the Business Corporation Act of 1983 of the State of Illinois, as applicable.

10. Miscellaneous.

10.1 *Governing Law.* The laws of the State of Illinois shall govern the validity and interpretation hereof and the performance by the parties hereto.

10.2 *Notice.* The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 100 Tri-State International Parkway, Third Floor, Lincolnshire, IL 60069.

10.3 *Further Action.* The Surviving Corporation and the Disappearing Corporation each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

10.4 *Successors and Assigns.* This Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Agreement may not be assigned by either party without the written consent of the other.

10.5 *Termination.* This Agreement may, by the mutual consent and action of the respective board of directors of the Disappearing Corporation and of the Surviving Corporation, be abandoned at any time before or after approval thereof by the sole shareholder of the Disappearing Corporation, but not later than the filing of any Merger documents with the Secretary of State of the State of Illinois and the Secretary of State of the State of Delaware.

[SIGNATURE(S) ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective board of directors and board of managers, have caused this Agreement and Plan of Merger to be executed by an authorized officer of each party hereto.

REDDOT SOLUTIONS CORPORATION

OPEN TEXT INC.

By: 
Authorized Signing Officer

By: 
Authorized Signing Officer

Name: John Trent

Name: John Trent

Title: Secretary

Title: Secretary

#3

Form **BCA-14.35**
(Rev. Jan. 2003)

**Report Following Merger
or Consolidation**

File #: 56737715

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-6961
www.cyberdrivellinois.com

FILED
AUG 10 2007

JESSE WHITE
SECRETARY OF STATE

DO NOT SEND CASH

This space for use by
Secretary of State

Date: 8-10-07
Franchise Tax: \$ 424.89
Filing Fee: \$ 5
Penalty: \$
Interest: \$
Approved: lt 424.89

Remit payment in the form of a
check or money order, payable to
Secretary of State.

1. Corporate Name: OPEN TEXT INC.

2. State or Country of Incorporation: ILLINOIS

3. Issued shares of each corporation party to the merger prior to the merger:

Corporation	Class	Series	Par Value	Number of Shares
OPEN TEXT INC.	COMMON	NO SERIES	NONE	10,048
REDDOT SOLUTIONS CORPORATION	COMMON	NO SERIES	NONE	3,000

4. Paid-in Capital of each corporation party to the merger prior to the merger:

Corporation	Paid-In Capital
OPEN TEXT INC.	\$ 213,994,000
REDDOT SOLUTIONS CORPORATION	\$ 2,717,813
	\$
	\$
	\$

5. Description of merger; (include effective date and brief explanation of the conversion as stated in the plan of merger.)
SHARES OF THE MERGING CORPORATIONS WHERE CANCELLED AS THEY ARE OWNED BY SURVIVOR. EFFECT DATE 08/01/2007

6. Issued shares after merger:

Class	Series	Par Value	Number of Shares
COMMON	NO SERIES	NONE	10,048

7. Paid-in Capital of the surviving or new corporation: \$ 216,711,813
(*Paid-in Capital* replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)

ITEM 8 MUST BE SIGNED

8. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated August 1, 07 OPEN TEXT INC.
Month & Day Year Exact Name of Corporation

[Signature]
Any Authorized Officer's Signature

Paul McFeters, CFO
Name and Title (type or print)

Printed by authority of the State of Illinois, June 2006 — 5M — C 243.3

TRADEMARK