

11-15-1999

FORM PTO-1594 (Substitute)

2 SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

11/9/99



101200249

To the Honorable Commissioner of Pa...

...attached original documents or copy thereof.

1. Name of conveying party(ies):

Cap Gemini America, Inc.

11-09-1999

Name and address of receiving party(ies):

Name: Cap Gemini America, Inc.

- Individual
- General Partnership
- Corporation-State (Wisconsin)
- Other:

- Associ:
- Limited

U.S. Patent & TMO/TM Mail Rpt Dt. #26

Address: 1114 Avenue of the Americas, 29th Floor

City: New York State: NY Zip: 10036

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

Execution Date: December 15, 1992

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,781,695

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary-Elizabeth Buckles

REED SMITH SHAW & McCLAY LLP

Address: 1301 K Street, N.W.

Suite 1100 - East Tower

City: Washington State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6)): \$ 40.00 E

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(Attach duplicate copy of this page if paying by deposit account)

11/12/1999 DMGUYEN 00000354 1781695

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40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and copy of the original document.

Mary-Elizabeth Buckles

Name of Person Signing

Mary-Elizabeth Buckles (Signature)

Signature

November 9, 1999

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

DCUIB-0190354-01-MEBUCKLE November 9, 1999 2:46 PM

TRADEMARK REEL: 001988 FRAME: 0096

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of December 15, 1992 among Cap Gemini America, Inc., a Delaware corporation ("CGA Delaware"), and Cap Gemini America, Inc., a Wisconsin corporation ("CGA Wisconsin").

WHEREAS, the Boards of Directors of CGA Delaware and CGA Wisconsin have approved a merger (the "Merger") of CGA Wisconsin with and into CGA Delaware in accordance with the applicable laws of the States of Delaware and Wisconsin upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. (a) On January 1, 1993, subject to the terms and conditions of this Agreement, CGA Wisconsin shall be merged with and into CGA Delaware in accordance with the applicable laws of the States of Delaware and Wisconsin with CGA Delaware being the surviving corporation (sometimes referred to hereinafter as the "Surviving Corporation"), and the separate existence of CGA Wisconsin shall cease. The Merger shall be effective the later of January 1, 1993 and the date that this Agreement and/or appropriate certificates shall be filed on behalf of CGA Delaware and CGA Wisconsin with the Secretary of States of Delaware and Wisconsin in accordance with applicable law. When used in this Agreement, the term "Effective Time" shall mean the time on the date when such filing is made.

(b) The Surviving Corporation shall possess all the rights, privileges, immunities, power and purposes of each of CGA Delaware and CGA Wisconsin and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of each of CGA Delaware and CGA Wisconsin.

(c) The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of CGA Delaware as in effect immediately prior to the Effective Time.

(d) The By-laws of CGA Delaware in effect immediately prior to the

Effective Time shall be the by-laws of the Surviving Corporation.

(e) The directors of CGA Delaware immediately prior to the Effective Time shall be the directors of the Surviving Corporation as of the Effective Time.

(f) The officers of CGA Delaware immediately prior to the Effective Time shall be the officers of the Surviving Corporation as of the Effective Time.

(g) CGA Delaware and CGA Wisconsin agree that the Surviving Corporation may be served with process in the State of Wisconsin in any proceeding (including any proceeding for enforcement of the rights of a dissenting shareholder of CGA Wisconsin against the Surviving Corporation) for enforcement of any obligation of CGA Wisconsin arising in Wisconsin, and the parties hereto, on behalf of the Surviving Corporation, hereby irrevocably appoint the Secretary of State of Wisconsin as its agent to accept service of process in any such proceeding within Wisconsin. A copy of such process shall be mailed by any such Secretary of State to the Surviving Corporation at 1114 Avenue of the Americas, 29th Floor, New York, New York 10036, Attn: General Counsel.

(h) The Surviving Corporation shall promptly pay to any dissenting shareholder of CGA Wisconsin the amount, if any, to which it shall be entitled with respect to the applicable rights of dissenting shareholders.

(i) The Surviving Corporation shall be organized under the laws of the State of Delaware.

(j) The registered office of the Surviving Corporation shall be located at 1209 Orange Street, Wilmington, Delaware.

2. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of common stock, \$.01 par value, of CGA Delaware issued and outstanding immediately prior to the Effective Time shall remain outstanding as one share of common stock, \$.01 par value, of the Surviving Corporation.

(b) Each share of capital stock of CGA Wisconsin issued and outstanding immediately prior to the Effective Time shall be cancelled without any

consideration being payable therefor.

3. This agreement may be terminated at any time prior to the Effective Time:

(a) by mutual consent of the Board of Directors of each of the parties hereto; or

(b) by either CGA Delaware or CGA Wisconsin if the Merger shall not have been consummated on or before February 28, 1993.


4. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors, at any time before or after approval of the Merger by the stockholders of each of the parties hereto. This Agreement may not be amended except by an instrument in writing signed by or on behalf of each of the parties hereto.

5. Any term or provision of this Agreement (other than the requirement for stockholder approval may be waived, in whole or in part, in writing at any time by the party which is entitled to the benefits thereof.

6. This Agreement (a) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; and (c) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware.

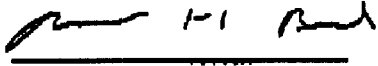
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

CAP GEMINI AMERICA, INC.



By: _____
President

Attest:



Secretary

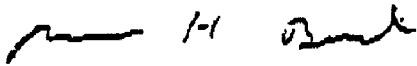
CAP GEMINI AMERICA, INC.



By: _____

Attest:

President



Secretary

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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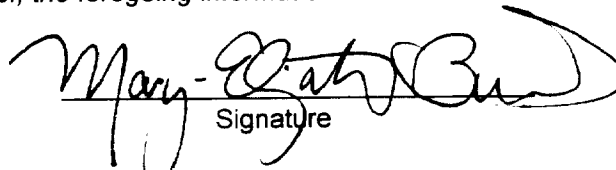
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