

MRD 11/12/99



TO THE ASSISTANT COMMISSIONER OF P.

101202421

ched original documents or copy thereof.

1 Name of conveying party(ies): (If multiple assignors, list numerically)

Risk Data Corporation

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: CA
- Other:

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

2. Name and address of receiving party(ies):

Name: CompReview, Inc.
Internal Address:
Street Address: 110 Theory
City: Irvine State: CA ZIP: 92612

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: CA
- Other:

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) and address(es) attached?
 Yes No

3 Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) June 25, 1998

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

- a. Trademark Application No(s):
75/437,825; 75/434,320; 75/433,469; 75/428,304;
75/317,585
- b. Trademark Registration No(s):
2,122,371; 2,062,096; 2,051,229; 1,678,067

Additional numbers attached? Yes No

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

Name Marguerite L. Gunn
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: HNCINS.019T

7. Total fee (37 CFR 3.41): \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6 Total number of applications and registrations involved: 9

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 copy of the original document.

Marguerite L. Gunn
Name of Person Signing

Signature

11/12/99
Date

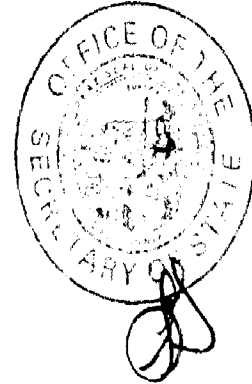
Total number of pages including cover sheet, attachments and document: -10-

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C 20231

11/16/1999 DCORATES 00000079 75437825
90.00 DP
200.00 DP

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 8 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



Bill Jones

Secretary of State

A0510629

1803317 SURV
AGREEMENT OF MERGER
of
RISK DATA CORPORATION
and
COMPReview, INC.
under the name of
"HNC INSURANCE SOLUTIONS, INC."

FILED, *MSL*
In the office of the Secretary of State
of the State of California

JUN 30 1998

Bill Jones
BILL JONES, Secretary of State

This Agreement of Merger (this "*Agreement*") is entered into as of June 25, 1998 (the "*date of this Agreement*") by and between Risk Data Corporation, a California corporation ("*RDC*") and CompReview, Inc. ("*CompReview*"), a California corporation. RDC and CompReview are each wholly-owned subsidiaries of HNC Software Inc., a Delaware corporation ("*HNC*").

RECITALS

A. HNC, RDC and CompReview have entered into an Agreement and Plan of Reorganization, dated as of June 25, 1998 (the "*Plan*"), providing for certain representations, warranties and agreements in connection with the transactions contemplated hereby, and for the merger of RDC with and into CompReview in accordance with the General Corporation Law of California (the "*California Law*"), the Plan and this Agreement, with CompReview to be the surviving corporation of the Merger.

B. The Boards of Directors of HNC, RDC and CompReview, respectively, have approved the Plan and this Agreement of Merger and have determined it to be advisable and in the respective interests of HNC, RDC and CompReview and their respective shareholders that RDC be merged with and into CompReview in accordance with the Plan and this Agreement (the "*Merger*") so that CompReview will be the surviving corporation of the Merger.

C. The Plan, this Agreement and the Merger have been approved by HNC in its capacity as the sole shareholder of RDC and as the sole shareholder of CompReview in accordance with applicable law.

D. RDC has a total of one hundred (100) shares of Common Stock that are issued and outstanding.

NOW, THEREFORE, RDC and CompReview hereby agree as follows:

ARTICLE I CERTAIN DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

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TRADEMARK
REEL: 001989 FRAME: 0038

1.1 The "*Effective Time*" means the date on which the Merger becomes legally effective under the laws of the State of California as a result of the filing with the California Secretary of State of this Agreement of Merger (and related officers' certificates).

1.2 "*CompReview Common Stock*" means CompReview's Common Stock, no par value per share.

ARTICLE 2 THE MERGER

2.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time, RDC will be merged with and into CompReview pursuant to the Plan and this Agreement and in accordance with applicable provisions of the laws of the State of California.

2.2 Conversion of RDC Stock. At the Effective Time, each share of Common Stock of RDC that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action on the part of the holder thereof, be converted into and become one (1) share of CompReview Common Stock that is issued and outstanding immediately after the Effective Time.

2.3 Effects of the Merger. At and upon the Effective Time:

(a) the separate existence of RDC will cease and RDC will be merged with and into CompReview, and CompReview will be the surviving corporation of the Merger (the "*Surviving Corporation*") pursuant to the terms of this Agreement and the Plan;

(b) each share of Common Stock of RDC that is outstanding immediately prior to the Effective Time shall be converted into one (1) share of CompReview Common Stock as provided in Section 2.1.1 hereof; and

(c) the Merger shall, from and after the Effective Time, have all of the effects provided by applicable law.

ARTICLE 3 GOVERNING DOCUMENTS

3.1 Articles of Survivor. At the Effective Time, Article I of the Articles of Incorporation of CompReview shall be amended to read as set forth in Exhibit A attached hereto. Except as amended in Exhibit A, the Articles of Incorporation of CompReview immediately prior to the Effective Time shall continue in full force as the articles of the Surviving Corporation until further amended as provided therein or as provided by law.

3.2 Bylaws of Survivor. The Bylaws of CompReview as existing on the Effective Time shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended or repealed as provided therein or as provided by law.

ARTICLE 4
EXCHANGE OF CERTIFICATES

4.1 At or before the Effective Time, the sole holder of the shares of RDC Common Stock shall surrender to CompReview the certificate(s) for such shares (the "*RDC Certificate*"), duly endorsed to CompReview, for cancellation. Promptly after the Effective Time and receipt of such RDC Certificates, CompReview or its transfer agent will issue to the holder of each RDC Certificate a certificate for the number of shares of CompReview Common Stock to which such holder is entitled upon the conversion of such shares of RDC Common Stock pursuant to Section 2.2 hereof.

4.2 After the Effective Time, there will be no further registration of transfers on the stock transfer books of RDC or its transfer agent of any shares of Common Stock of RDC that were outstanding immediately prior to the Effective Time. If, after the Effective Time, RDC Certificates are presented for any reason, they will be canceled and exchanged as provided in this Section 4.

4.3 Until RDC Certificates representing shares of RDC stock that were outstanding prior to the Merger are surrendered pursuant to Section 4.1 above, such RDC Certificates will be deemed, for all purposes, to evidence ownership of the number of shares of CompReview Common Stock into which such shares of RDC stock will have been converted pursuant to Section 2.2 of this Agreement.

ARTICLE 5
TERMINATION AND AMENDMENT

5.1 Agreement Subject to Termination by Mutual Consent. Notwithstanding the approval of this Agreement by the Boards of Directors of RDC and CompReview, the sole shareholder of RDC and the sole shareholder of CompReview, this Agreement may be terminated at any time prior to the Effective Time by the mutual written agreement of RDC and CompReview.

5.2 Agreement Subject to Termination on Termination of Plan. Notwithstanding the approval of this Agreement by the Boards of Directors of RDC and CompReview, the sole shareholder of RDC and the sole shareholder of CompReview, this Agreement will terminate forthwith in the event that the Plan is terminated in accordance with its terms prior to the Effective Time.

5.3 Effect of Termination. In the event of the termination of this Agreement as provided above, this Agreement will forthwith become void and there will be no liability on the part of either RDC or CompReview or their respective officers and directors, except as otherwise provided in the Plan.

5.4 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval by the shareholders of either RDC or CompReview, but, after such

approval, no amendment will be made which by applicable law requires the further approval of shareholders without obtaining such further shareholder approval. This Agreement may not be amended except by an instrument in writing signed on behalf of RDC and CompReview.

**ARTICLE 6
MISCELLANEOUS**

6.1 Plan. The Plan and this Agreement are intended to be construed together in order to effectuate their purposes.

6.2 Assignment; Binding Upon Successors and Assigns. Neither party hereto may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (irrespective of its choice of law principles).

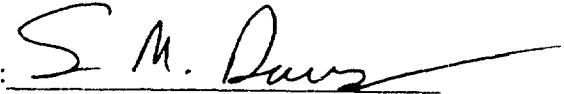
6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

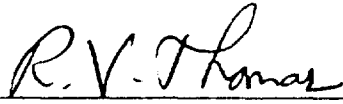
IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be duly executed as of the date and year first above written.

COMPREVIEW, INC.

By: 
Robert L. Kaaren
Chairman

RISK DATA CORPORATION

By: 
Sean M. Downs
President

By: 
Raymond V. Thomas
Secretary

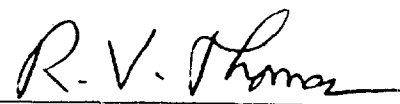
By: 
Raymond V. Thomas
Secretary

Exhibit A to Agreement of Merger

Article I of the Articles of Incorporation of CompReview, Inc. shall be amended to read as follows:

“The name of this corporation is HNC Insurance Solutions, Inc.”

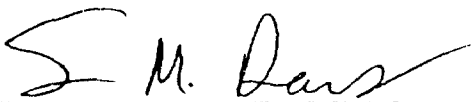
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
(Risk Data Corporation)

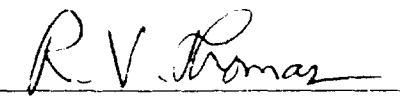
SEAN M. DOWNS and RAYMOND V. THOMAS hereby certify that:

1. They are the President and the Secretary, respectively, of Risk Data Corporation, a California corporation (the "*Corporation*").
2. The Agreement of Merger between the Corporation and CompReview, Inc., a California corporation ("*CompReview*"), in the form attached to this Certificate (the "*Agreement of Merger*") was duly approved by the Board of Directors and by the sole shareholder of the Corporation. The Agreement of Merger provides for the statutory merger (the "*Merger*") of the Corporation with and into CompReview, with CompReview to be the surviving corporation of the Merger.
3. The Corporation has only one class of stock, which is the Corporation's Common Stock, no par value per share ("*Common Stock*"), and only the Common Stock was entitled to vote on the Agreement of Merger. The percentage vote required to approve the Agreement of Merger was the affirmative vote of a majority of the outstanding shares of Common Stock. The number of shares of Common Stock outstanding and entitled to vote on the Agreement of Merger was one hundred (100) shares.
4. The principal terms of the Agreement of Merger were approved by the Corporation by the vote of a number of shares of Common Stock that equaled or exceeded the vote required. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation's Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: June 25, 1998


Sean M. Downs, President


Raymond V. Thomas, Secretary

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CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
(CompReview, Inc.)

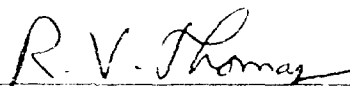
ROBERT L. KAAREN and RAYMOND V. THOMAS hereby certify that:

1. They are the Chairman and the Secretary, respectively, of CompReview, Inc., a California corporation (the "*Corporation*").
2. The Agreement of Merger between the Corporation and Risk Data Corporation, a California corporation ("*Risk Data*"), in the form attached to this Certificate (the "*Agreement of Merger*") was duly approved by the Board of Directors and by the sole shareholder of the Corporation. The Agreement of Merger provides for the statutory merger (the "*Merger*") of Risk Data with and into the Corporation, with the Corporation to be the surviving corporation of the Merger. The Agreement of Merger further provides that on the effective date of the Merger, Article I of the Articles of Incorporation of the Corporation will be amended to change the Corporation's name to "*HNC Insurance Solutions, Inc.*" (the "*Amendment*"). The Amendment was duly approved by the Board of Directors and by the sole shareholder of the Corporation.
3. The Corporation has only one class of stock, which is the Corporation's Common Stock, no par value per share ("*Common Stock*") and only the Common Stock was entitled to vote on the Agreement of Merger and the Amendment. The percentage vote required to approve each of the Agreement of Merger and the Amendment was the affirmative vote of a majority of the outstanding shares of Common Stock. The number of shares of Common Stock outstanding and entitled to vote on the Agreement of Merger and the Amendment was one hundred (100) shares.
4. The principal terms of the Agreement of Merger were approved by the Corporation by the vote of a number of shares of Common Stock that equaled or exceeded the vote required. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation's Common Stock.
5. The Amendment was approved by the Corporation by the vote of a number of shares of Common Stock that equaled or exceeded the vote required. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation's Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: June 25, 1998


Robert L. Kaaren, Chairman


Raymond V. Thomas, Secretary

