

01-06-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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RECORDATION FORM COVER SHEET

OPR/FINANCE TRADEMARKS ONLY

MRD 12-8-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger Effective Date  
Month Day Year  
**3 / 31 / 1992**

Change of Name

Other

Conveying Party  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
**3 / 31 / 1992**

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (Line 2)

Address (Line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027. Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trade Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2043911"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

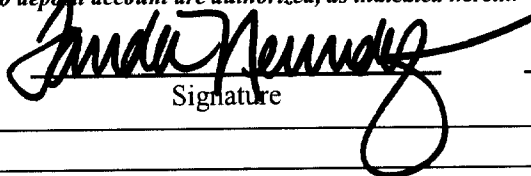
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Tanda L. Neundorf, Esq.  
Name of Person Signing

  
Signature

December 8, 1999  
Date Signed

**SECRETARY OF STATE**

Certificate of Merger

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: An Agreement and Plan of Merger between the following corporations has been approved pursuant to the procedures required by the chapter indicated. The Agreement and Plan of Merger was filed in this office on this date. Each of the merging corporations have been merged into the surviving corporation listed below on the effective date listed below:

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Incorporation and Names of Merging Corporations:

- MN: AUTHORWARE, INC.
- DE: MMAW Consolidation Corp.
- CA: Macromind/Paracomp, Inc.

State of Incorporation and Name of Surviving Corporation:

- DE: MMAW Consolidation Corp.

Effective Date of Merger: 5PM on March 31, 1992

Name of Surviving Corporation After Effective Date of Merger:

MMAW Consolidation Corp.

The surviving corporation, if a non-Minnesota corporation is not qualified to do business in Minnesota.

This Certificate has been issued on: March 31, 1992.



*Joan Anderson Grove*  
Secretary of State.



Office of Secretary of State

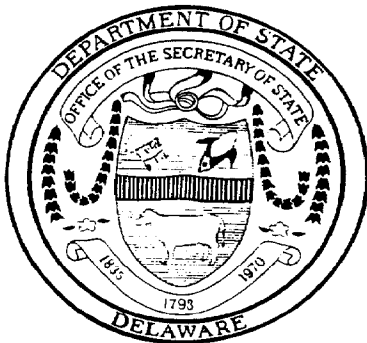
I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "MACROMIND/PARACOMP, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, "AUTHORWARE, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MINNESOTA, MERGING WITH AND INTO "MMAW CONSOLIDATION CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "MMAW CONSOLIDATION CORP." AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 1992, AT 3 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

\* \* \* \* \*

TRADEMARK

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*Michael Ratchford*

SECRETARY OF STATE  
AUTHENTICATION: \*3401207  
DATE: 03/31/1992

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## AGREEMENT OF MERGER

MAR 31 1992

AMONG

MACRO MIND/ PARACOMP, INC.

 MACROMIND/PARACOMP, INC., AUTHORWARE, INC., AND  
 MMAW CONSOLIDATION CORP.

This Agreement is made and entered into as of the 31st day of March, 1992 by and among MacroMind/Paracomp, Inc., a California corporation ("MM/PC"), Authorware, Inc., a Minnesota corporation ("Authorware"), and MMAW Consolidation Corp., a Delaware corporation ("MMAW").

RECITALS

WHEREAS, the Boards of Directors of MM/PC, Authorware, and MMAW deem it advisable and in their best interests and in the best interests of the shareholders of MM/PC and Authorware, that MM/PC and Authorware merge with and into MMAW (the "Merger");

WHEREAS, to effectuate the Merger, MM/PC, Authorware, and MMAW have entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement"), dated as of February 28, 1992, whereby (1) all of the outstanding shares of common stock of Authorware ("Authorware Common Stock") will be exchanged for shares of common stock of MMAW, (2) the six series of preferred stock of Authorware ("Authorware Preferred Stock") will be exchanged for shares of six series of preferred stock of MMAW (the Authorware Common Stock and Authorware Preferred Stock are collectively referred to herein from time to time as the "Authorware Capital Stock"), (3) all of the outstanding shares of common stock of MM/PC ("MM/PC Common Stock") will be exchanged for shares of common stock of MMAW, (4) the six series of preferred stock of MM/PC ("MM/PC Preferred Stock") will be exchanged for six series of preferred stock of MMAW (the MM/PC Common Stock and MM/PC Preferred Stock are collectively referred to herein from time to time as the "MM/PC Capital Stock"), and (5) all outstanding warrants to purchase Authorware Capital Stock ("Authorware Warrants"), if any, stock options to purchase Authorware Common Stock ("Authorware Options"), warrants to purchase MM/PC Capital Stock ("MM/PC Warrants"), and stock options to purchase MM/PC Common Stock ("MM/PC Options") will be assumed by MMAW (the common stock and preferred stock of MMAW are referred to herein as the "MMAW Common Stock" and "MMAW Preferred Stock," respectively, and are collectively referred to herein as the "MMAW Capital Stock"); and

WHEREAS, the Boards of Directors at MM/PC, Authorware, and MMAW and the shareholders of MM/PC and the shareholders of Authorware have duly approved and adopted this Agreement, the Reorganization Agreement, and the Merger;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the Reorganization Agreement, the parties hereto agree as follows:

## ARTICLE 1

### GENERAL

1.1 The Merger. In accordance with the provisions of this Agreement and the applicable provisions of the Corporations Code of California (the "California Law"), the General Corporation Law of the State of Delaware (the "Delaware Law"), and the Business Corporation Act of Minnesota (the "Minnesota Law"), MM/PC and Authorware shall be merged with and into MMAW, which at and after the Effective Time (as defined hereinafter) shall be, and is sometimes referred to as, the "Surviving Corporation". MM/PC and Authorware are sometimes referred to as the "Merging Corporations."

1.2 The Effective Time of the Merger. The Merger shall become effective at 5:00 p.m. P.S.T. on March 31, 1992 (the "Effective Time").

1.3 Effect of Merger. Except as specifically set forth herein, at the Effective Time, the separate existence of each of MM/PC and Authorware shall cease, and the Surviving Corporation, without any other act or transfer, shall succeed to all the rights and properties of MM/PC and Authorware and shall be subject to all the debts and liabilities thereof to the same effect as if the Surviving Corporation had itself incurred them; but all rights of creditors and all liens upon the properties of each of the Merging Corporations shall be preserved unimpaired, provided that such liens upon property of any of the Merging Corporations shall be limited to those properties affected thereby immediately prior to the Effective Time; and any action or proceeding pending by or against any of the Merging Corporations may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place. The Surviving Corporation hereby agrees that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of Authorware and in a proceeding for the enforcement of the rights of a dissenting shareholder of Authorware against the Surviving Corporation, and irrevocably appoints the Secretary of State of Minnesota as the Surviving Corporation's agent to accept service of process (which may be forwarded to the

Surviving Corporation at its address for notice set forth in Section 5.3 hereof), and agrees that it will pay amounts owing to dissenting shareholders of Authorware.

**1.4 Certificate of Incorporation and Bylaws of Surviving Corporation.** From and after the Effective Time, (i) the Certificate of Incorporation of the Surviving Corporation shall be the Restated Certificate of Incorporation of MMAW, unless and until altered, amended, or repealed as provided under Delaware Law, (ii) the Bylaws of the Surviving Corporation shall be the Bylaws of Surviving Corporation in effect immediately preceding the Effective Time, unless and until altered, amended, or repealed as provided under Delaware Law, the Certificate of Incorporation of MMAW, or MMAW's Bylaws, and (iii) the officers and directors of MMAW immediately preceding the Effective Time shall be the officers and directors of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired.

**1.5 Name.** From and after the Effective Time, the name of the Surviving Corporation shall be MMAW Consolidation Corp.

## ARTICLE 2

### EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE MERGING CORPORATIONS; EXCHANGE OF CERTIFICATES

**2.1 Effect on Capital Stock.** At the Effective Time, subject and pursuant to the terms and conditions of this Agreement, by virtue of the Merger and without any action on the part of the Merging Corporations or the holders of the capital stock of the Merging Corporations:

(a) **Exchange of MM/PC and Authorware Capital Stock.** Subject to Section 2.2 hereof, all shares of MM/PC Capital Stock and all shares of Authorware Capital Stock shall be exchanged and converted into shares of MMAW Capital Stock on the following basis:

(i) In accordance with Section 2.2(b) hereof, every share of MM/PC Common Stock issued and outstanding at the Effective Time (other than shares held by dissenters, if any) shall be exchanged and converted for one-quarter (0.25) of a share of MMAW Common Stock;

(ii) In accordance with Section 2.2(b) hereof, every share of MM/PC Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock issued and outstanding at the Effective Time (other than shares held by dissenters, if any), shall be exchanged and converted for

one-quarter (0.25) of a share of Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock of MMAW, respectively;

(iii) In accordance with Section 2.2(b) hereof, each share of Authorware Common Stock issued and outstanding as of the Effective Time (other than shares held by dissenters, if any) shall be exchanged and converted into a fraction of a share of MMAW Common Stock determined as provided in Section 2.1(b) hereof; and

(iv) In accordance with Section 2.2(b) hereof, each share of Authorware Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series G Preferred Stock, Series H Preferred Stock, and Series I Preferred Stock issued and outstanding at the Effective Time (other than shares held by dissenters, if any), shall be exchanged and converted into a fraction of a share of Series H Preferred Stock, Series I Preferred Stock, Series J Preferred Stock, Series K Preferred Stock, Series L Preferred Stock, and Series M Preferred Stock of MMAW, respectively, determined as provided in Section 2.1(b).

(b) Authorware Exchange Ratio. The fraction of a share of MMAW Capital Stock into which each share of Authorware Capital Stock shall be converted shall be .2615.

(c) Assumption of Options, Warrants and Reallocation of Certain Shares.

(i) Each issued and outstanding MM/PC Option and MM/PC Warrant shall be assumed by MMAW, shall remain subject to its existing provisions, including those related to vesting and exercisability, and shall be exercisable for that number of shares of MMAW Common Stock or MMAW Preferred Stock, as appropriate, as is determined by multiplying the number of shares of MM/PC Common Stock or MM/PC Preferred Stock subject to such MM/PC Option or MM/PC Warrant by twenty-five percent (25%), rounded down to the nearest whole number of shares, with the aggregate exercise price under such assumed option or warrant equalling the aggregate exercise price under such MM/PC Option or MM/PC Warrant and the per share exercise price of such assumed option or warrant, equalling the quotient of (A) such aggregated exercise price divided by (B) the number of shares of MMAW Common Stock or MMAW Preferred Stock issuable thereunder.

(ii) Each issued Authorware Option and Authorware Warrant shall be assumed by MMAW, shall remain subject to its existing provisions, including those related to vesting and exercisability, and shall be exercisable for that number of shares of MMAW Common Stock or MMAW Preferred Stock at the same



ratio as is determined by multiplying the number of Authorware Common Stock or Authorware Preferred Stock subject to such Authorware Option or Authorware Warrant by the conversion fraction provided for in Section 2.1(b) above, rounded down to the nearest whole number of shares, with the aggregate exercise price under such assumed option or warrant equalling the aggregate exercise price under such Authorware Option or Authorware Warrant, and the per share exercise price of such assumed option or warrant equalling the quotient of (A) such aggregate exercise price divided by (B) the number of shares of MMAW Common Stock or MMAW Preferred Stock issuable thereunder.

(iii) The assumption of outstanding MM/PC Warrants, MM/PC Options, Authorware Warrants, and Authorware Options by MMAW and their conversion into warrants and options to purchase shares of MMAW Capital Stock shall occur automatically at the Effective Time without further action on the part of the holders thereof. As soon as practicable but in no event later than fifteen (15) business days after the Effective Time, MMAW shall issue a Stock Option Assumption Agreement or a Warrant Assumption Agreement, as appropriate, to each holder of an MM/PC Warrant, MM/PC Option, Authorware Warrant, or Authorware Option not exercised prior to the Effective Time that evidences MMAW's assumption of such warrant or option and the right of the holder thereof to purchase under the assumed warrant or option the number of shares of MMAW Capital Stock as determined under this Section 2.1(c), subject to adjustment pursuant to the terms of such agreements.

(d) Shares of Dissenters. Each issued and outstanding share of MM/PC Capital Stock or Authorware Capital Stock held by dissenters, if any, shall not be changed and converted as described in Section 2.1(a) hereof but shall become the right to receive such consideration as may be determined to be due to such dissenters under the California Law or Minnesota Law, as applicable; provided, however, that each share of MM/PC Capital Stock and Authorware Capital Stock issued and outstanding at the Effective Time and held by dissenters who shall, after the Effective Time, withdraw their demand for appraisal or lose or fail to perfect their right of appraisal as provided under the California Law or Minnesota Law, as applicable, shall be changed and converted, as of the Effective Time, as provided in Section 2.1(a) hereof, without interest. After the Effective Time, as provided under the California Law or the Minnesota Law, as applicable, no dissenters will be entitled to vote the shares of MM/PC Capital Stock or Authorware Capital Stock subject to such dissenter's demand for appraisal for any purpose or be entitled to the payment of dividends or other distributions on such shares.

## 2.2 Exchange of Certificates.

(a) Procedure for Exchanges; Rounding. The conversion of shares of Authorware Capital Stock and MM/PC Capital Stock into MMAW Capital Stock as provided for by this Agreement shall occur automatically at the Effective Time without further action by the holders thereof. Until surrendered, each certificate that prior to the Effective Time represented shares of Authorware Capital Stock or MM/PC Capital Stock will be deemed to evidence the right to receive the number of shares of MMAW Capital Stock into which such Authorware Capital Stock or MM/PC Capital Stock have been converted (less the number of shares of MMAW Capital Stock held in escrow). MMAW shall, within fifteen (15) business days after the Effective Time, notify each holder of a certificate or certificates theretofore representing a share or shares of Authorware Capital Stock or MM/PC Capital Stock to surrender all of such holder's certificates to MMAW and upon such surrender such holder shall be entitled to receive in exchange a certificate or certificates representing the MMAW Capital Stock into which such shares have been converted, rounded to the nearest whole share (less the number of shares of MMAW Capital Stock held in escrow).

(b) Exchanged Shares. All shares of MMAW Capital Stock issued in exchange for shares of Authorware Capital Stock or MM/PC Capital Stock that are subject to a repurchase right or vesting schedule of Authorware or MM/PC shall be subject to the same repurchase rights and/or vesting schedules and other terms as applicable to such shares of Authorware Capital Stock or MM/PC Capital Stock, with MMAW succeeding to the rights of Authorware or MM/PC, as applicable, thereunder and with a proportional adjustment to any per share repurchase price applicable to such shares to reflect the exchange of securities at the exchange rate provided for in this Article 2.

(c) No Further Ownership Rights. All shares of MMAW Capital Stock issued upon the surrender for exchange of shares of MM/PC Capital Stock or Authorware Capital Stock in accordance with the terms of this Article 2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of MM/PC Capital Stock or Authorware Capital Stock, as the case may be.

(d) No Liability. Neither MM/PC nor Authorware shall be liable to any holder of shares of MM/PC Capital Stock or Authorware Capital Stock, as the case may be, for shares (or dividends or distributions with respect thereto) of MMAW Capital Stock to be issued in exchange for MM/PC Capital Stock or Authorware Capital Stock pursuant to this Section 2.2, if, on or after the expiration of six (6) months following the Effective

Time, such shares are delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

### ARTICLE 3

#### TERMINATION

This Agreement shall be terminated, and the Merger abandoned, prior to the Effective Time, notwithstanding the approval by MMAW or the respective shareholders of MM/PC and Authorware of this Agreement and the Merger, in the event of and simultaneously with a termination of the Reorganization Agreement in accordance with and as provided in Article 7 thereof.

### ARTICLE 4

#### APPROVAL OF AGREEMENT

The respective Boards of Directors of each of MMAW, MM/PC, and Authorware have, by resolutions duly adopted and approved, approved the Merger, this Agreement, and the Reorganization Agreement. The respective shareholders of each of the Merging Corporations have, by resolutions duly adopted and approved, approved the Merger, this Agreement, and the Reorganization Agreement in accordance with California Law and Minnesota Law.

### ARTICLE 5

#### MISCELLANEOUS

5.1 Entire Agreement; Amendments. This Agreement and the Reorganization Agreement and the other writings and agreements referred to herein or therein or delivered pursuant thereto contain the entire understanding of the parties with respect to its subject matter. This Agreement and the Reorganization Agreement and such other writings and agreements referred to therein supersede all prior agreements and understandings between the parties with respect to their subject matter. This Agreement may be amended only by a written instrument duly executed by the parties, and any condition to a party's obligations hereunder may only be waived in writing by such party.

5.2 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.3 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by air courier or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(i) If to MM/PC or MMAW:

600 Townsend Street, Suite 310W  
San Francisco, California 94107  
Attention: Mr. Timothy Mott  
Facsimile: (415) 626-0274

With a copy to :

Scott C. Dettmer, Esq.  
Brobeck, Phleger & Harrison  
Two Embarcadero Place  
2200 Geng Road  
Palo Alto, California 94303  
Facsimile: (415) 496-2885

(ii) If to Authorware:

275 Shoreline Drive, Suite 535  
Redwood City, California 94065  
Attention: John C. Colligan  
Facsimile: (415) 595-3077

With a copy to:

Gordon K. Davidson, Esq.  
Fenwick & West  
2 Palo Alto Square, Suite 300  
Palo Alto, California 94306  
Facsimile: (415) 857-0361

or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of air courier, on the next business day after the date when sent and (c) in the case of mailing, on the third business day following the date on which the piece of mail containing such communication was posted.

5.4 Assignments, Consents, etc. After the Effective Time of the Merger, each of the Merging Corporations, through such persons who were each respective Merging Corporation's officers immediately prior to the Merger, shall execute or cause

to be executed such further assignments, assurances or other documents as may be necessary or desirable to confirm title to properties, assets and rights in MMAW.

5.5 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one agreement.

5.6 Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. Anything contained herein to the contrary notwithstanding, this Agreement shall not be assigned by any party hereto without the consent of the other parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the day and year first above written.

Dated: March 31, 1992

MACROMIND/PARACOMP, INC.

By: \_\_\_\_\_  
Timothy Mott, President

By: \_\_\_\_\_  
Richard B. Wood, Secretary

AUTHORWARE, INC.

By: John C. Colligan  
John C. Colligan, President

By: Dan McCammon  
Dan McCammon, Secretary

MMAW CONSOLIDATION CORP.

By: \_\_\_\_\_  
Timothy Mott, President


By: \_\_\_\_\_  
Richard B. Wood, Secretary

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the day and year first above written.

Dated: March 31, 1992

**MACROMIND/PARACOMP, INC.**

By:   
\_\_\_\_\_  
Timothy Mott, President

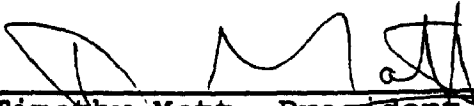
By:   
\_\_\_\_\_  
Richard B. Wood, Secretary

**AUTHORWARE, INC.**

By: \_\_\_\_\_  
John C. Colligan, President

By: \_\_\_\_\_  
Dan McCammon, Secretary

**MMAW CONSOLIDATION CORP.**

By:   
\_\_\_\_\_  
Timothy Mott, President

By:   
\_\_\_\_\_  
Richard B. Wood, Secretary

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

John C. Colligan and Daniel McCammon certify and verify that:

1. They are President and Secretary, respectively, of Authorware, Inc., a Minnesota corporation ("Authorware").

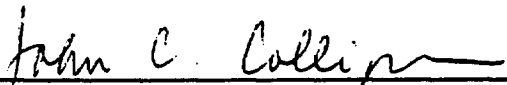
2. The Agreement of Merger (the "Merger Agreement"), dated as of March 31, 1992, by and among Authorware, MacroMind/Paracomp, Inc., a California corporation, and MMAW Consolidation Corp., a Delaware corporation, a copy of which is attached hereto, was duly approved by the Board of Directors of Authorware.


3. The total number of outstanding shares of each class entitled to vote on the Merger Agreement is as follows: Common Stock, 3,249,380 shares; Series C Preferred Stock, 3,481,429 shares; Series D Preferred Stock, 2,924,998 shares; Series E Preferred Stock, 2,166,668 shares; Series G Preferred Stock, 1,280,000 shares; Series H Preferred Stock, 847,043; and Series I Preferred Stock, 333,333.

4. The principal terms of the Merger Agreement were approved by Authorware by a vote of a number of shares of each class which equaled or exceeded the vote required. The following is a list of the classes that were entitled to vote and the percentage vote required by each such class: a majority of the outstanding shares of Common Stock; and a majority of the outstanding shares of each Series of C, D, E, G, H, and I Preferred Stock.

We 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.

Date: March 30, 1992  
Redwood City, California

  
\_\_\_\_\_  
John C. Colligan, President

  
\_\_\_\_\_  
Daniel McCammon, Secretary



**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

Timothy Mott and Richard B. Wood certify and verify that:

1. They are President and Secretary, respectively, of MacroMind/Paracomp, Inc., a California corporation ("MM/PC").

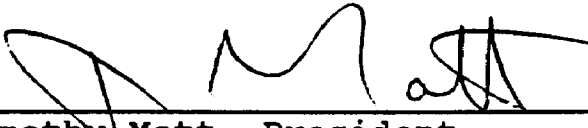
2. The Agreement of Merger (the "Merger Agreement"), dated as of March 31, 1992, by and among MM/PC, Authorware, Inc., a Minnesota corporation, and MMAW Consolidation Corp., a Delaware corporation, a copy of which is attached hereto, was duly approved by the Board of Directors of MM/PC.

3. The total number of outstanding shares of each class entitled to vote on the Merger Agreement is as follows: Common Stock, 8,013,324 shares; Series B Preferred Stock, 115,701 shares; Series C Preferred Stock, 1,701,682 shares; Series D Preferred Stock, 2,961,467 shares; Series E Preferred Stock, 103,803 shares; Series F Preferred Stock, 428,190 shares; and Series G Preferred Stock, 2,264,213 shares.

4. The principal terms of the Merger Agreement were approved by MM/PC by a vote of a number of shares of each class which equaled or exceeded the vote required. The following is a list of the classes that were entitled to vote and the percentage vote required by each such class: a majority of the outstanding shares of Common Stock; a majority of the outstanding shares of Series B, C, D, E, F, and G Preferred Stock voting together as a class; and a majority of the outstanding shares of Series D and G Preferred Stock voting together as a class.

We 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.

Date: March 30, 1992  
San Francisco, California

  
\_\_\_\_\_  
Timothy Mott, President

  
\_\_\_\_\_  
Richard B. Wood, Secretary

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

Timothy Mott and Richard B. Wood certify that:

1. They are the President and Secretary, respectively, of MMAW Consolidation Corp. ("MMAW"), a corporation organized and existing under the laws of the State of Delaware.

2. The Agreement of Merger (the "Merger Agreement"), dated as of March 31, 1992, by and among MMAW, MacroMind/Paracomp, Inc., a California corporation, and Authorware, Inc., a Minnesota corporation, to which this Certificate is attached, has been approved by the Board of Directors of MMAW.

3. There were no outstanding shares of MMAW as of the date of this Certificate.

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.

Date: March 30, 1992  
San Francisco, California

  
\_\_\_\_\_  
Timothy Mott, President

  
\_\_\_\_\_  
Richard B. Wood, Secretary

4X-91

AGREEMENT OF MERGER

AMONG

MACROMIND/PARACOMP, INC., AUTHORWARE, INC., AND  
MMAW CONSOLIDATION CORP.

This Agreement is made and entered into as of the 31st day of March, 1992 by and among MacroMind/Paracomp, Inc., a California corporation ("MM/PC"), Authorware, Inc., a Minnesota corporation ("Authorware"), and MMAW Consolidation Corp., a Delaware corporation ("MMAW").

RECITALS

WHEREAS, the Boards of Directors of MM/PC, Authorware, and MMAW deem it advisable and in their best interests and in the best interests of the shareholders of MM/PC and Authorware, that MM/PC and Authorware merge with and into MMAW (the "Merger");

WHEREAS, to effectuate the Merger, MM/PC, Authorware, and MMAW have entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement"), dated as of February 28, 1992, whereby (1) all of the outstanding shares of common stock of Authorware ("Authorware Common Stock") will be exchanged for shares of common stock of MMAW, (2) the six series of preferred stock of Authorware ("Authorware Preferred Stock") will be exchanged for shares of six series of preferred stock of MMAW (the Authorware Common Stock and Authorware Preferred Stock are collectively referred to herein from time to time as the "Authorware Capital Stock"), (3) all of the outstanding shares of common stock of MM/PC ("MM/PC Common Stock") will be exchanged for shares of common stock of MMAW, (4) the six series of preferred stock of MM/PC ("MM/PC Preferred Stock") will be exchanged for six series of preferred stock of MMAW (the MM/PC Common Stock and MM/PC Preferred Stock are collectively referred to herein from time to time as the "MM/PC Capital Stock"), and (5) all outstanding warrants to purchase Authorware Capital Stock ("Authorware Warrants"), if any, stock options to purchase Authorware Common Stock ("Authorware Options"), warrants to purchase MM/PC Capital Stock ("MM/PC Warrants"), and stock options to purchase MM/PC Common Stock ("MM/PC Options") will be assumed by MMAW (the common stock and preferred stock of MMAW are referred to herein as the "MMAW Common Stock" and "MMAW Preferred Stock," respectively, and are collectively referred to herein as the "MMAW Capital Stock"); and

WHEREAS, the Boards of Directors at MM/PC, Authorware, and MMAW and the shareholders of MM/PC and the shareholders of Authorware have duly approved and adopted this Agreement, the Reorganization Agreement, and the Merger;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the Reorganization Agreement, the parties hereto agree as follows:

## ARTICLE 1

### GENERAL

1.1 The Merger. In accordance with the provisions of this Agreement and the applicable provisions of the Corporations Code of California (the "California Law"), the General Corporation Law of the State of Delaware (the "Delaware Law"), and the Business Corporation Act of Minnesota (the "Minnesota Law"), MM/PC and Authorware shall be merged with and into MMAW, which at and after the Effective Time (as defined hereinafter) shall be, and is sometimes referred to as, the "Surviving Corporation". MM/PC and Authorware are sometimes referred to as the "Merging Corporations."

1.2 The Effective Time of the Merger. The Merger shall become effective at 5:00 p.m. P.S.T. on March 31, 1992 (the "Effective Time").

1.3 Effect of Merger. Except as specifically set forth herein, at the Effective Time, the separate existence of each of MM/PC and Authorware shall cease, and the Surviving Corporation, without any other act or transfer, shall succeed to all the rights and properties of MM/PC and Authorware and shall be subject to all the debts and liabilities thereof to the same effect as if the Surviving Corporation had itself incurred them; but all rights of creditors and all liens upon the properties of each of the Merging Corporations shall be preserved unimpaired, provided that such liens upon property of any of the Merging Corporations shall be limited to those properties affected thereby immediately prior to the Effective Time; and any action or proceeding pending by or against any of the Merging Corporations may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place. The Surviving Corporation hereby agrees that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of Authorware and in a proceeding for the enforcement of the rights of a dissenting shareholder of Authorware against the Surviving Corporation, and irrevocably appoints the Secretary of State of Minnesota as the Surviving Corporation's agent to accept service of process (which may be forwarded to the

Surviving Corporation at its address for notice set forth in Section 5.3 hereof), and agrees that it will pay amounts owing to dissenting shareholders of Authorware.

**1.4 Certificate of Incorporation and Bylaws of Surviving Corporation.** From and after the Effective Time, (i) the Certificate of Incorporation of the Surviving Corporation shall be the Amended and Restated Certificate of Incorporation of MMAW, unless and until altered, amended, or repealed as provided under Delaware Law, (ii) the Bylaws of the Surviving Corporation shall be the Bylaws of Surviving Corporation in effect immediately preceding the Effective Time, unless and until altered, amended, or repealed as provided under Delaware Law, the Amended and Restated Certificate of Incorporation of MMAW, or MMAW's Bylaws, and (iii) the officers and directors of MMAW immediately preceding the Effective Time shall be the officers and directors of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired.

**1.5 Name.** From and after the Effective Time, the name of the Surviving Corporation shall be MMAW Consolidation Corp.

## ARTICLE 2

### EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE MERGING CORPORATIONS; EXCHANGE OF CERTIFICATES

**2.1 Effect on Capital Stock.** At the Effective Time, subject and pursuant to the terms and conditions of this Agreement, by virtue of the Merger and without any action on the part of the Merging Corporations or the holders of the capital stock of the Merging Corporations:

(a) **Exchange of MM/PC and Authorware Capital Stock.** Subject to Section 2.2 hereof, all shares of MM/PC Capital Stock and all shares of Authorware Capital Stock shall be exchanged and converted into shares of MMAW Capital Stock on the following basis:

(i) In accordance with Section 2.2(b) hereof, every share of MM/PC Common Stock issued and outstanding at the Effective Time (other than shares held by dissenters, if any) shall be exchanged and converted for one-quarter (0.25) of a share of MMAW Common Stock;

(ii) In accordance with Section 2.2(b) hereof, every share of MM/PC Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock issued and outstanding at the Effective Time (other than shares held by dissenters, if any), shall be exchanged and converted for

one-quarter (0.25) of a share of Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock of MMAW, respectively;

(iii) In accordance with Section 2.2(b) hereof, each share of Authorware Common Stock issued and outstanding as of the Effective Time (other than shares held by dissenters, if any) shall be exchanged and converted into a fraction of a share of MMAW Common Stock determined as provided in Section 2.1(b) hereof; and

(iv) In accordance with Section 2.2(b) hereof, each share of Authorware Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series G Preferred Stock, Series H Preferred Stock, and Series I Preferred Stock issued and outstanding at the Effective Time (other than shares held by dissenters, if any), shall be exchanged and converted into a fraction of a share of Series H Preferred Stock, Series I Preferred Stock, Series J Preferred Stock, Series K Preferred Stock, Series L Preferred Stock, and Series M Preferred Stock of MMAW, respectively, determined as provided in Section 2.1(b).

(b) Authorware Exchange Ratio. The fraction of a share of MMAW Capital Stock into which each share of Authorware Capital Stock shall be converted shall be .2615.

(c) Assumption of Options, Warrants and Reallocation of Certain Shares.

(i) Each issued and outstanding MM/PC Option and MM/PC Warrant shall be assumed by MMAW, shall remain subject to its existing provisions, including those related to vesting and exercisability, and shall be exercisable for that number of shares of MMAW Common Stock or MMAW Preferred Stock, as appropriate, as is determined by multiplying the number of shares of MM/PC Common Stock or MM/PC Preferred Stock subject to such MM/PC Option or MM/PC Warrant by twenty-five percent (25%), rounded down to the nearest whole number of shares, with the aggregate exercise price under such assumed option or warrant equalling the aggregate exercise price under such MM/PC Option or MM/PC Warrant and the per share exercise price of such assumed option or warrant, equalling the quotient of (A) such aggregated exercise price divided by (B) the number of shares of MMAW Common Stock or MMAW Preferred Stock issuable thereunder.

(ii) Each issued Authorware Option and Authorware Warrant shall be assumed by MMAW, shall remain subject to its existing provisions, including those related to vesting and exercisability, and shall be exercisable for that number of shares of MMAW Common Stock or MMAW Preferred Stock at the same

ratio as is determined by multiplying the number of Authorware Common Stock or Authorware Preferred Stock subject to such Authorware Option or Authorware Warrant by the conversion fraction provided for in Section 2.1(b) above, rounded down to the nearest whole number of shares, with the aggregate exercise price under such assumed option or warrant equalling the aggregate exercise price under such Authorware Option or Authorware Warrant, and the per share exercise price of such assumed option or warrant equalling the quotient of (A) such aggregate exercise price divided by (B) the number of shares of MMAW Common Stock or MMAW Preferred Stock issuable thereunder.

(iii) The assumption of outstanding MM/PC Warrants, MM/PC Options, Authorware Warrants, and Authorware Options by MMAW and their conversion into warrants and options to purchase shares of MMAW Capital Stock shall occur automatically at the Effective Time without further action on the part of the holders thereof. As soon as practicable but in no event later than fifteen (15) business days after the Effective Time, MMAW shall issue a Stock Option Assumption Agreement or a Warrant Assumption Agreement, as appropriate, to each holder of an MM/PC Warrant, MM/PC Option, Authorware Warrant, or Authorware Option not exercised prior to the Effective Time that evidences MMAW's assumption of such warrant or option and the right of the holder thereof to purchase under the assumed warrant or option the number of shares of MMAW Capital Stock as determined under this Section 2.1(c), subject to adjustment pursuant to the terms of such agreements.

(d) Shares of Dissenters. Each issued and outstanding share of MM/PC Capital Stock or Authorware Capital Stock held by dissenters, if any, shall not be changed and converted as described in Section 2.1(a) hereof but shall become the right to receive such consideration as may be determined to be due to such dissenters under the California Law or Minnesota Law, as applicable; provided, however, that each share of MM/PC Capital Stock and Authorware Capital Stock issued and outstanding at the Effective Time and held by dissenters who shall, after the Effective Time, withdraw their demand for appraisal or lose or fail to perfect their right of appraisal as provided under the California Law or Minnesota Law, as applicable, shall be changed and converted, as of the Effective Time, as provided in Section 2.1(a) hereof, without interest. After the Effective Time, as provided under the California Law or the Minnesota Law, as applicable, no dissenters will be entitled to vote the shares of MM/PC Capital Stock or Authorware Capitol Stock subject to such dissenter's demand for appraisal for any purpose or be entitled to the payment of dividends or other distributions on such shares.

## 2.2 Exchange of Certificates.

(a) Procedure for Exchanges; Rounding. The conversion of shares of Authorware Capital Stock and MM/PC Capital Stock into MMAW Capital Stock as provided for by this Agreement shall occur automatically at the Effective Time without further action by the holders thereof. Until surrendered, each certificate that prior to the Effective Time represented shares of Authorware Capital Stock or MM/PC Capital Stock will be deemed to evidence the right to receive the number of shares of MMAW Capital Stock into which such Authorware Capital Stock or MM/PC Capital Stock have been converted (less the number of shares of MMAW Capital Stock held in escrow). MMAW shall, within fifteen (15) business days after the Effective Time, notify each holder of a certificate or certificates theretofore representing a share or shares of Authorware Capital Stock or MM/PC Capital Stock to surrender all of such holder's certificates to MMAW and upon such surrender such holder shall be entitled to receive in exchange a certificate or certificates representing the MMAW Capital Stock into which such shares have been converted, rounded to the nearest whole share (less the number of shares of MMAW Capital Stock held in escrow).

(b) Exchanged Shares. All shares of MMAW Capital Stock issued in exchange for shares of Authorware Capital Stock or MM/PC Capital Stock that are subject to a repurchase right or vesting schedule of Authorware or MM/PC shall be subject to the same repurchase rights and/or vesting schedules and other terms as applicable to such shares of Authorware Capital Stock or MM/PC Capital Stock, with MMAW succeeding to the rights of Authorware or MM/PC, as applicable, thereunder and with a proportional adjustment to any per share repurchase price applicable to such shares to reflect the exchange of securities at the exchange rate provided for in this Article 2.

(c) No Further Ownership Rights. All shares of MMAW Capital Stock issued upon the surrender for exchange of shares of MM/PC Capital Stock or Authorware Capital Stock in accordance with the terms of this Article 2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of MM/PC Capital Stock or Authorware Capital Stock, as the case may be.

(d) No Liability. Neither MM/PC nor Authorware shall be liable to any holder of shares of MM/PC Capital Stock or Authorware Capital Stock, as the case may be, for shares (or dividends or distributions with respect thereto) of MMAW Capital Stock to be issued in exchange for MM/PC Capital Stock or Authorware Capital Stock pursuant to this Section 2.2, if, on or after the expiration of six (6) months following the Effective



Time, such shares are delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

### ARTICLE 3

#### TERMINATION

This Agreement shall be terminated, and the Merger abandoned, prior to the Effective Time, notwithstanding the approval by MMAW or the respective shareholders of MM/PC and Authorware of this Agreement and the Merger, in the event of and simultaneously with a termination of the Reorganization Agreement in accordance with and as provided in Article 7 thereof.

### ARTICLE 4

#### APPROVAL OF AGREEMENT

The respective Boards of Directors of each of MMAW, MM/PC, and Authorware have, by resolutions duly adopted and approved, approved the Merger, this Agreement, and the Reorganization Agreement. The respective shareholders of each of the Merging Corporations have, by resolutions duly adopted and approved, approved the Merger, this Agreement, and the Reorganization Agreement in accordance with California Law and Minnesota Law.

### ARTICLE 5

#### MISCELLANEOUS

5.1 Entire Agreement; Amendments. This Agreement and the Reorganization Agreement and the other writings and agreements referred to herein or therein or delivered pursuant thereto contain the entire understanding of the parties with respect to its subject matter. This Agreement and the Reorganization Agreement and such other writings and agreements referred to therein supersede all prior agreements and understandings between the parties with respect to their subject matter. This Agreement may be amended only by a written instrument duly executed by the parties, and any condition to a party's obligations hereunder may only be waived in writing by such party.

5.2 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.3 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by air courier or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(i) If to MM/PC or MMAW:

600 Townsend Street, Suite 310W  
San Francisco, California 94107  
Attention: Mr. Timothy Mott  
Facsimile: (415) 626-0274

With a copy to :

Scott C. Dettmer, Esq.  
Brobeck, Phleger & Harrison  
Two Embarcadero Place  
2200 Geng Road  
Palo Alto, California 94303  
Facsimile: (415) 496-2885

(ii) If to Authorware:

275 Shoreline Drive, Suite 535  
Redwood City, California 94065  
Attention: John C. Colligan  
Facsimile: (415) 595-3077

With a copy to:

Gordon K. Davidson, Esq.  
Fenwick & West  
2 Palo Alto Square, Suite 300  
Palo Alto, California 94306  
Facsimile: (415) 857-0361

or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of air courier, on the next business day after the date when sent and (c) in the case of mailing, on the third business day following the date on which the piece of mail containing such communication was posted.

5.4 Assignments, Consents, etc. After the Effective Time of the Merger, each of the Merging Corporations, through such persons who were each respective Merging Corporation's officers immediately prior to the Merger, shall execute or cause

to be executed such further assignments, assurances or other documents as may be necessary or desirable to confirm title to properties, assets and rights in MMAW.

5.5 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one agreement.

5.6 Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. Anything contained herein to the contrary notwithstanding, this Agreement shall not be assigned by any party hereto without the consent of the other parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the day and year first above written.

MACROMIND/PARACOMP, INC.

By: \_\_\_\_\_  
Timothy Mott, President

By: \_\_\_\_\_  
Richard B. Wood, Secretary

AUTHORWARE, INC.

By: John C. Colligan  
John C. Colligan, President

By: Dan McCammon  
Dan McCammon, Secretary

MMAW CONSOLIDATION CORP.

By: \_\_\_\_\_  
Timothy Mott, President

By: \_\_\_\_\_  
Richard B. Wood, Secretary

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the day and year first above written.

**MACROMIND/PARACOMP, INC.**

By:   
\_\_\_\_\_  
Timothy Mott, President

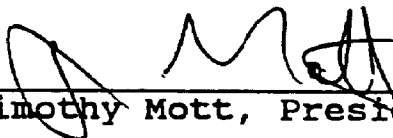
By:   
\_\_\_\_\_  
Richard B. Wood, Secretary


**AUTHORWARE, INC.**

By: \_\_\_\_\_  
John C. Colligan, President

By: \_\_\_\_\_  
Dan McCammon, Secretary

**MMAW CONSOLIDATION CORP.**

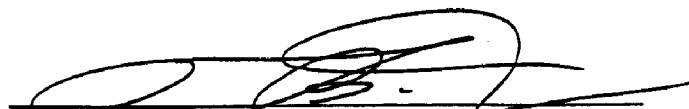
By:   
\_\_\_\_\_  
Timothy Mott, President

By:   
\_\_\_\_\_  
Richard B. Wood, Secretary

CERTIFICATE OF SECRETARY  
OF  
MMAW CONSOLIDATION CORP.  
a Delaware corporation


The undersigned, being the Secretary of MMAW Consolidation Corp. ("MMAW"), a corporation organized and existing under the laws of the State of Delaware, does hereby certify that the foregoing Agreement of Merger (the "Agreement of Merger") was duly adopted and approved by the Board of Directors of MMAW and as of the date of this Certificate, there were no issued and outstanding shares of MMAW as to render stockholder consent applicable. The Agreement of Merger has been duly and validly signed on behalf of MMAW and is the duly adopted agreement and act of MMAW.

WITNESS my hand this 31<sup>st</sup> day of March 1992.

  
Richard B. Wood, Secretary

The undersigned declares under penalty of perjury that he has read the foregoing Certificate and Agreement of Merger and that it is the act and deed of MMAW and that the facts stated therein are true.

EXECUTED on this 31<sup>st</sup> day of March 1992.

  
Richard B. Wood

GES479/1500(3)

CERTIFICATE OF SECRETARY  
OF  
AUTHORWARE, INC.  
a Minnesota corporation

The undersigned, being the Secretary of Authorware, Inc. ("Authorware"), a corporation organized and existing under the laws of the State of Minnesota, does hereby certify that the foregoing Agreement of Merger (the "Agreement of Merger") was submitted to the shareholders of Authorware entitled to vote at a duly held special meeting thereof for the purpose of acting on the Agreement of Merger. Due notice of the time, place and purpose of the meeting was given to each shareholder of Authorware at least 14 days prior to the date of the meeting in accordance with Sections 302A.613 and 302A.435 of the Minnesota Business Corporation Act (the "Act"). At said meeting, at which a quorum was present and acting throughout, the Agreement of Merger was considered by the Authorware shareholders entitled to vote in accordance with the Act, and a vote having been taken for the adoption or rejection by them of the Agreement of Merger, at least a majority of the outstanding shares of Authorware entitled to vote, and a majority of each class and series of Authorware capital stock, were voted for the adoption and approval of the Agreement of Merger. The Agreement of Merger has been duly and validly signed on behalf of Authorware and is the duly adopted agreement and act of Authorware.

WITNESS my hand this 31<sup>st</sup> day of March 1992.

  
\_\_\_\_\_  
Daniel McCammon

The undersigned declares under penalty of perjury that he has read the foregoing Certificate and Agreement of Merger and that it is the act and deed of Authorware and that the facts stated therein are true.

EXECUTED on this 31<sup>st</sup> day of March 1992.


  
\_\_\_\_\_  
Daniel McCammon

CERTIFICATE OF SECRETARY  
OF

MACROMIND/PARACOMP, INC.  
a California Corporation

The undersigned, being the Secretary of MacroMind/Paracomp, Inc. ("MM/PC"), a corporation organized and existing under the laws of the State of California, does hereby certify that the foregoing Agreement of Merger (the "Agreement of Merger") was submitted to the shareholders of MM/PC entitled to vote at a duly held special meeting thereof for the purpose of acting on the Agreement of Merger. Due notice of the time, place and purpose of the meeting was given to each shareholder of MM/PC in accordance with applicable law. At said meeting, at which a quorum was present and acting throughout, the Agreement of Merger was considered by the MM/PC shareholders entitled to vote in accordance with the applicable law, and a vote having been taken for the adoption or rejection by them of the Agreement of Merger, at least a majority of the MM/PC Common Stock, a majority of the MM/PC Preferred Stock, and a majority of the Series D Preferred Stock and Series G Preferred Stock voting together as a class voted for the adoption and approval of the Agreement of Merger. The Agreement of Merger has been duly and validly signed on behalf of MM/PC and is the duly adopted agreement and act of MM/PC.

WITNESS my hand this 31<sup>st</sup> day of March 1992.




Richard B. Wood, Secretary

The undersigned declares under penalty of perjury that he has read the foregoing Certificate and Agreement of Merger and that it is the act and deed of MM/PC and that the facts stated therein are true.

EXECUTED on this 31<sup>st</sup> day of March 1992.

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED



Richard B. Wood

GES479/1500(2)

MAR 31 1992

*Jean Anderson Shove*

Secretary of State

