

12-23-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AmSub, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/22/1999

2. Name and address of receiving party(ies)

Name: Amdahl International Corporation

Internal Address:

Street Address: 1250 East Arques Avenue

City: Sunnyvale State: CA Zip: 94088

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS 2002 DEC 19 AM 11:15 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,034,339

Additional number(s) attached Yes No

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

Name: Kathleen S. Ansari, Esq.

Internal Address: M/S 109

Fujitsu IT Holdings, Inc.

Street Address: 1250 East Arques Avenue

City: Sunnyvale State: CA Zip: 94088

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kathleen S. Ansari, Esq.

Name of Person Signing

Signature

12/11/2002

Date

12/20/2002 DBYRNE 00000280 2034339

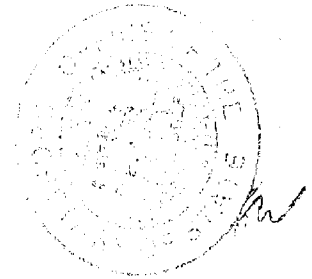
Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK REEL: 002637 FRAME: 0815

State of California



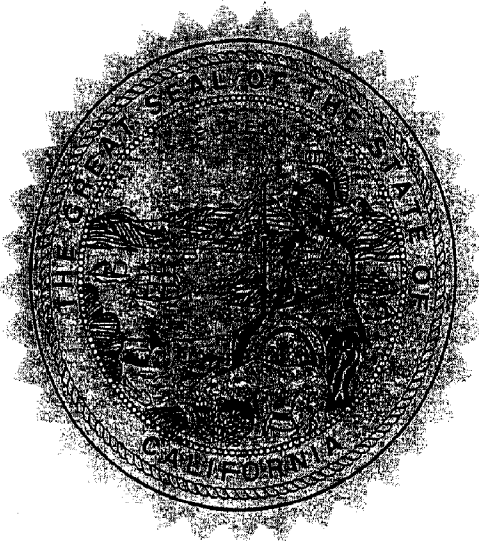
SECRETARY OF STATE

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

That the attached transcript of 7 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

APR 19 2000



Bill Jones


Secretary of State

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AGREEMENT OF MERGER
 of
AMSUB INC.
 and
AMPTMP, INC.
 and
AMDAHL INTERNATIONAL CORPORATION

FILED
 In the office of the Secretary of State
 of the State of California
MAR 23 1999

BILL JONES, Secretary of State

This Agreement of Merger (this "*Agreement*") is entered into as of March 22, 1999 by and among Amsub Inc., a California corporation ("*Amsub*"), Amtemp, Inc., a California corporation ("*Amtemp*"), and Amdahl International Corporation, a California corporation ("*AIC*").

RECITALS

- A. Amdahl Corporation, a Delaware corporation ("*Parent*"), owns all of the issued and outstanding shares of each of Amsub, Amtemp and AIC.
- B. The Boards of Directors of Amsub, Amtemp and AIC, respectively, have determined it to be advisable and in the respective interests of Amsub, Amtemp and AIC and Parent, the sole shareholder of each corporation, that Amsub and Amtemp be merged with and into AIC in accordance with this Agreement.
- C. This Agreement and the merger of Amsub and Amtemp with and into AIC have been approved by the required vote of the Board of Directors and the sole shareholder of each of Amsub, Amtemp and AIC.
- D. The parties intend to adopt this Agreement as a tax-free plan of reorganization and to consummate the merger in accordance with the provisions of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, Amsub, Amtemp and AIC hereby agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

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

- 1.1 The "*Merger*" means the statutory merger of Amsub and Amtemp with and into AIC to be effected pursuant to the terms and conditions of this Agreement.

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

1.3 "*AIC Common Stock*" means the Common Stock, no par value per share, of AIC.

ARTICLE 2 THE MERGER

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

2.2 Treatment of AIC Common Stock. At the Effective Time, each share of AIC Common Stock that is issued and outstanding immediately prior to the Effective Time will remain unchanged and unaffected by virtue of the Merger.

2.3 Cancellation of Amsub Stock and Amtemp Stock. At the Effective Time, each share of capital stock of Amsub that is issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger, and without the need for any further action on the part of the holder thereof, be canceled without the payment of any consideration therefor. At the Effective Time, each share of capital stock of Amtemp that is issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger, and without the need for any further action on the part of the holder thereof, be canceled without the payment of any consideration therefor.

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

(a) the separate existence of each of Amsub and Amtemp will cease and each of Amsub and Amtemp will be merged with and into AIC and AIC will be the surviving corporation of the Merger (the "*Surviving Corporation*") pursuant to the terms of this Agreement;

(b) each share of capital stock of each of Amsub and Amtemp that is outstanding immediately prior to the Effective Time will be canceled without the payment of any consideration therefor (all of such capital stock is owned by Parent);

(c) the authorized and outstanding shares of AIC shall be unaffected by the Merger;

(d) the Certificate of Incorporation and Bylaws of the Surviving Corporation shall remain unchanged;

(e) the members of the Board of Directors of the Surviving Corporation immediately after the Effective Time will be the individuals who are the members of the Board of Directors of AIC immediately prior to the Effective Time; and

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

ARTICLE 4 TERMINATION AND AMENDMENT

4.1 Agreement Subject to Termination by Mutual Consent. Notwithstanding the approval of this Agreement by the Boards of Directors of Amsub, Amtemp and AIC and by Parent, as the sole shareholder of each such corporation, this Agreement may be terminated at any time prior to the Effective Time by the mutual written agreement of Amsub, Amtemp and AIC.

4.2 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 Amsub, Amtemp, AIC or Parent or their respective officers and directors.

4.3 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval by Parent, but, after such approval, no amendment will be made which by applicable law requires the further approval of the shareholders of Amsub, Amtemp or AIC without obtaining such further shareholder approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of Amsub, Amtemp and AIC.

ARTICLE 5 MISCELLANEOUS

5.1 Assignment; Binding Upon Successors and Assigns. No party hereto may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

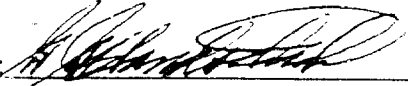
5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (irrespective of its choice of law principles).

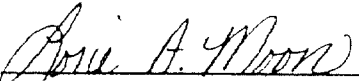
5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

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.

"AMSUB"


AMSUB INC.


By: 
G. Gregory Handschuh, President
and Chairman of the Board

By: 
Lorie A. Moon, Secretary

"AMTEMP"

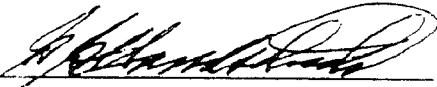
AMTEMP, INC.

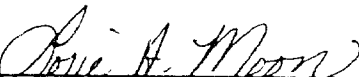
By: 
G. Gregory Handschuh, President
and Chairman of the Board

By: 
Lorie A. Moon, Secretary

"AIC"

AMDAHL INTERNATIONAL CORPORATION

By: 
G. Gregory Handschuh, President
and Chairman of the Board

By: 
Lorie A. Moon, Secretary

[Signature Page to Agreement of Merger]

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

G. Gregory Handschuh and Lorie A. Moon certify that:

1. They are the President and Secretary, respectively, of Amdahl International Corporation, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 100.

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 27, 1999


G. Gregory Handschuh, President


Lorie A. Moon, Secretary

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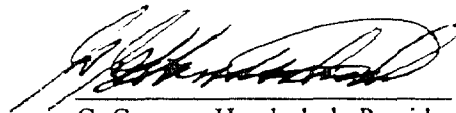
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

G. Gregory Handschuh and Lorie A. Moon certify that:

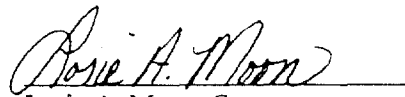
1. They are the President and Secretary, respectively, of Amsub Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 1,000.

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 22, 1999



G. Gregory Handschuh, President



Lorie A. Moon, Secretary

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**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

G. Gregory Handschuh and Lorie A. Moon certify that:

1. They are the President and Secretary, respectively, of Amtemp, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 100.

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 22, 1999


G. Gregory Handschuh, President


Lorie A. Moon, Secretary



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