

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/28/1997

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Automated Call Processing Corporation, Inc.	FORMERLY Dial Info, Inc.	03/28/1997	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ditech Corporation
Street Address:	570 Maude Court
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94086
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1503709	DITECH

CORRESPONDENCE DATA

Fax Number: (415)693-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 843-5000
 Email: youngml@cooley.com
 Correspondent Name: Gretchen R. Stroud
 Address Line 1: 3000 El Camino Real
 Address Line 2: Five Palo Alto Square
 Address Line 4: Palo Alto, CALIFORNIA 94306-2155

ATTORNEY DOCKET NUMBER:	018325-113
NAME OF SUBMITTER:	Michael Young

CH \$40.00 1503709

Signature:

/Michael Young/

Date:

07/03/2007

Total Attachments: 10

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 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

JUL 3 2007

Handwritten signature of Debra Bowen in cursive script.

DEBRA BOWEN
Secretary of State

A490436

FILED
In the office of the Secretary of State
of the State of California

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APR 02 1997

AGREEMENT AND PLAN OF MERGER

Bill Jones
CALIFORNIA, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of the 28th day of March, 1997, by and between AUTOMATED CALL PROCESSING CORPORATION, INC., a California corporation ("ACP") and DITECH CORPORATION, a California corporation ("Ditech"). ACP and Ditech are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of Ditech currently consists of 10,000,000 shares of Common Stock, \$0.001 par value of which 10,000,000 shares are issued and outstanding.

The authorized capital stock of ACP currently consists of 50,000,000 shares of Common Stock, \$.001 par value, 4,290,732 of which are outstanding and 31,117,939 shares of Preferred Stock, \$.001 par value, of which 4,743,461 shares have been designated as "Series A Preferred Stock," 4,743,461 of which are outstanding and 6,259,718 shares have been designated as "Series B Preferred Stock," 6,259,718 of which are outstanding and 7,508,221 shares have been designated "Series C Preferred Stock," 7,508,221 of which are outstanding.

The directors of the Constituent Corporations deem it advisable and to the advantage of said corporations that Ditech merge into ACP upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Ditech shall merge into ACP on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS.

1.1. Merger. Ditech shall be merged with and into ACP (the "Merger"), and ACP shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement is filed with the Secretary of State of the State of California (the "Effective Date").

1.2. Succession. On the Effective Date, ACP shall continue its corporate existence under the laws of the State of California, and the separate existence and corporate organization of Ditech, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3. Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the

Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4. Common Stock of Ditech and ACP. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders: (i) each share of Common Stock of Ditech issued and outstanding immediately prior thereto shall be canceled without consideration and (ii) each share of Common Stock and Preferred Stock of ACP issued and outstanding immediately prior thereto shall remain issued and outstanding.

1.5. Closing of Company Transfer Books. On and after the Effective Date, holders of certificates representing the Common Stock of Ditech shall cease to have any rights as shareholders of Ditech and the stock transfer books of Ditech shall be closed with respect to shares of Ditech Common Stock issued and outstanding immediately prior to the Effective Date and no further transfer of such shares shall thereafter be made on such stock transfer books.

1.6. Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of Ditech under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger and shall reserve that number of shares of ACP Common Stock with respect to each such employee benefit plan as is proportional to that number of shares of Ditech Common Stock (if any) so reserved on the Effective Date.

1.7. Amendment of Articles. Article I of The Articles of Incorporation of the Surviving Corporation shall hereby be amended to read in full:

"I.

The name of this Corporation is Ditech Corporation."

1.8. Conversion of Ditech Options. At the Effective Date, APC shall assume and perform Ditech's obligations under each of the then outstanding options to purchase Ditech

Common Stock (individually a "Ditech Option" and, collectively, the "Ditech Options") (including all outstanding options granted under Ditech's combined 1987 Incentive Stock Option Plan and 1987 Supplementary Stock Option Plan (collectively the "Ditech Plans")), so that each such Ditech Option shall represent an option to purchase that number of shares of ACP Common Stock equal to the number of shares of Ditech Common Stock subject to such Ditech Option at the Effective Date, at an exercise price per share of ACP Common Stock equal to the exercise price per share of such Ditech Option immediately prior to the Effective Date. The term, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended, if applicable, and all other terms and conditions of the Ditech Options will otherwise be unchanged. Continuous employment with Ditech (as defined in the Ditech Plans) will be credited to an optionee of Ditech for purposes of determining the number of shares of ACP Common Stock subject to exercise under a converted Ditech Option after the Effective Date.

2. CORPORATE GOVERNANCE MATTERS.

2.1. Certificate of Incorporation. The Articles of Incorporation of ACP in effect on the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation, except as amended by Section 1.7.

2.2. Directors. The directors of ACP immediately preceding the Effective Date shall remain the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3. Officers. The officers of Ditech immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS.

3.1. Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Ditech such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Ditech and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Ditech or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. Amendment. At any time before or after approval by the shareholders of Ditech and ACP, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of Ditech and ACP, the principal terms may not be amended without the further approval of the shareholders of Ditech and ACP) as

may be determined in the judgment of the respective Board of Directors of ACP and Ditech to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3. Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of ACP in accordance with applicable provisions of the General Corporation Law of the State of California; and

(b) ACP, as sole shareholder of Ditech, shall have approved the Merger in accordance with the Corporations Code of the State of California; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Ditech to be material to consummation of the Merger shall have been obtained.

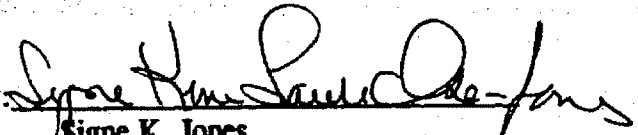
3.4. Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either ACP or Ditech or both, notwithstanding the approval of this Merger Agreement by the shareholders of ACP or Ditech, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of ACP and Ditech, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that ACP shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

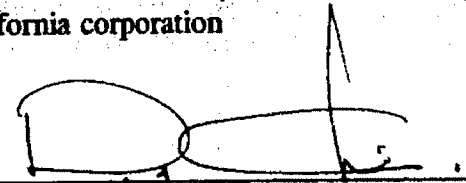
IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of ACP and Ditech, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

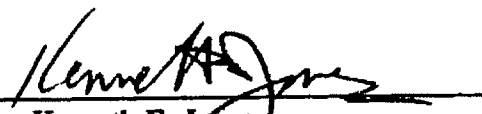
AUTOMATED CALL PROCESSING CORPORATION, INC.
a California corporation

By: 
Kenneth E. Jones
Chief Executive Officer

By: 
Signe K. Jones
Secretary

DITECH CORPORATION, INC.
a California corporation

By: 
Pong Lim
President

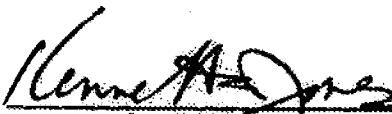
By: 
Kenneth E. Jones
Secretary

**AUTOMATED CALL PROCESSING CORPORATION, INC.
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

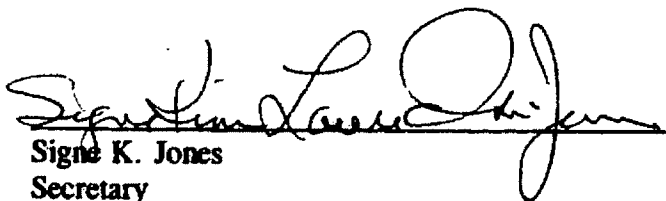
The undersigned, Kenneth E. Jones and Signe K. Jones, do hereby certify that:

1. They are the Chief Executive Officer and Secretary, respectively of Automated Call Processing Corporation, Inc., a California corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of Ditech Corporation, a California corporation, with and into the Corporation was duly approved by the Board of Directors and by the shareholders of the Corporation.
3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the Merger as of the record date was 1,901,481 (pre-split) shares of Common Stock. There were no shares of Preferred Stock outstanding and entitled to vote upon the Merger on the record date.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of the number of shares of Common Stock of the Corporation which equaled or exceeded the vote required. The percentage vote required for such approval was more than fifty percent (50%) of the outstanding shares of Common Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 28th day of March, 1997.




Kenneth E. Jones
Chief Executive Officer

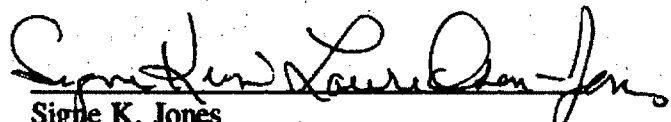


Signe K. Jones
Secretary

Each of the undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at Half Moon Bay, California on March 28, 1997.


Kenneth E. Jones
Chief Executive Officer

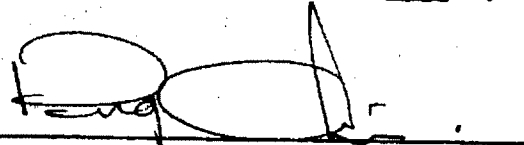

Sigie K. Jones
Secretary

**DITECH CORPORATION
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

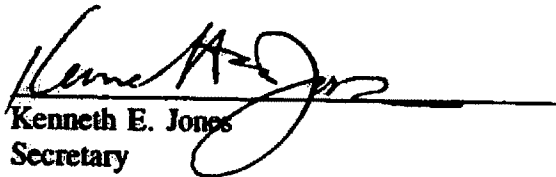
The undersigned, Pong Lim and Kenneth E. Jones, does hereby certify that:

1. That they are the President and Secretary, respectively, of Ditech Corporation, a California corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Corporation, with and into Automated Call Processing Corporation, Inc., was duly approved by the Board of Directors and by the sole shareholder of the Corporation.
3. The Corporation has one authorized class of shares, designated Common Stock. The total number of outstanding shares of Common Stock is Ten Million (10,000,000).
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of 100% of the outstanding shares of Common Stock, voting together as a single class, which, in each case, equaled or exceeded the vote required.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 28th day of March, 1997.



Pong Lim
President



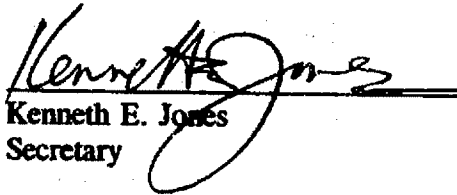
Kenneth E. Jones
Secretary

The undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at Half Moon Bay, California on March 28, 1997.



Pong Lim
President



Kenneth E. Jones
Secretary



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