

11-18-1999



101204035

FORM PTO-1595
(REV 6-93)

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

NOV 15 1999

MED 11.15.99

ATTORNEY DOCKET NO. PROS-0001/PROS-0001C1

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

1. Name of conveying party(ies):

Prosoft Corporation

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: Sage U.S. Holdings, Inc.

Internal Address: 17950 Preston Road, Suite 800
Dallas, Texas 75252

Post Office Address: Same as above

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

3. Nature of conveyance:

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

Execution Date: July 1, 1999

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

If this document is being filed with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 5,555,364 and 5,812,132

Additional numbers attached? Yes No

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

Name: David H. Hitt
Internal Address: Hitt Chwang & Gaines, P.C.
225 University Plaza
275 West Campbell Road
Richardson, Texas 75080

Post Office Address: Same as above

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

- Enclosed
- Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Deposit account number: 08-2395

Attach duplicate copy of this page if paying by deposit account.

11/17/1999 DMSUYEN 00000208 5555364

DO NOT USE THIS SPACE

01 FC:581

80.00 00

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.

David H. Hitt, Registration No. 33,182

Signature

Date

NOVEMBER 16, 1999

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

OMB No. 0651-0011

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"PROSOFT CORPORATION", A TEXAS CORPORATION,

WITH AND INTO "SAGE U.S. HOLDINGS, INC." UNDER THE NAME OF "SAGE U.S. HOLDINGS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF AUGUST, A.D. 1999, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF OCTOBER, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2257068 8100M

991339034

AUTHENTICATION: 9922388

DATE: 08-16-99

PATENT

REEL: 010377 FRAME: 0163

CERTIFICATE OF OWNERSHIP AND MERGER**MERGING****Prosoft Corporation****INTO****Sage U.S. Holdings, Inc.**

Sage U.S. Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 12th day of March, 1991, pursuant to the General Corporation Law of Delaware. Pursuant to the provisions of the Bylaws of Sage U.S. Holdings, Inc. Section 4.2, permit the merger of a subsidiary corporation of another state into a parent corporation organized and existing under the laws of said state.

SECOND: That this corporation owns all of the outstanding shares (of each class) of the stock of Prosoft Corporation, a corporation incorporated on the 11th day of September, 1990, pursuant to the Texas Business Incorporation Act of the State of Texas.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted at a meeting held on the July 1, 1999, determined to and did merge into itself said by the unanimous consent of its members, filed with the minutes of the Board.

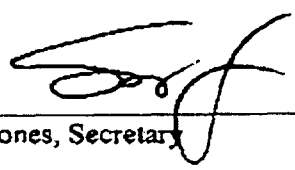
FOURTH: Agreement of Merger attached as Exhibit A.

RESOLVED, that Sage U.S. Holdings, Inc., merge, and it hereby does merge into itself said Prosoft Corporation, and assumes all its obligations and and assumes all its obligations; and

FURTHER RESOLVED, that the merger shall be effective the 1st October, 1999.

FURTHER RESOLVED, that the proper officer of this corporation be and he or she is hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Prosoft Corporation and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger; and

IN WITNESS WHEREOF, said Sage U.S. Holdings, Inc. has caused this Certificate to be signed by Scott Jones, its Secretary this 1st day of July, 1999.



Scott Jones, Secretary

EXHIBIT A

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 19th day of July, 1999 pursuant to Section 252 of the General Corporation Law of the State of Delaware, between Sage U.S. Holdings, Inc., a Delaware corporation and Prosoft Corporation, a Texas corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Sage U.S. Holdings, Inc., hereby merges into itself Sage U.S. Holdings, Inc. and said Prosoft Corporation, shall be and hereby is merged into Sage U.S. Holdings, Inc. which shall be the surviving Corporation.

SECOND: The Certificate of Incorporation of Sage U.S. Holdings, Inc. as heretofore amended and as in effect on the date of merger provided for in this Agreement, shall continue in full force and effect as the certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

- (a) Each share of preferred stock and each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.
- (b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this Agreement, and all rights in respect thereto shall forthwith be changed and converted into shares of common stock of the surviving corporation.
- (c) After the effective date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the merged corporation shall surrender the same to the surviving corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the surviving corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the merged corporation to be converted into the stock of the surviving corporation as provided herein, may be treated by the surviving corporation for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange had taken place. After the effective date of this Agreement, each registered owner of any uncertificated shares of common stock of the merged corporation shall have said shares canceled and said registered owner shall be entitled to the number of common shares of the surviving corporation on the basis provided herein.

FOURTH: The terms and conditions of the merger are as follows:

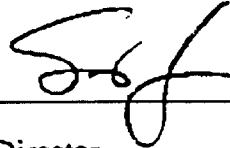
- (a) The bylaws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

- (b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.
- (c) This merger shall become effective upon the later of the date of filing with the Secretary of State of Delaware or October 1, 1999. However, for all accounting purposes the effective date of the merger shall be as of the start of business on October 1, 1999.
- (d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the date of filing this Agreement with the Secretary of State. This Agreement may be amended by the Board of Directors of its constituent corporations at any time prior to the date of filing this Agreement with the Secretary of State, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

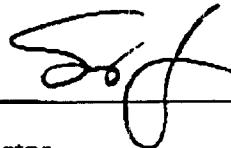
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Secretary of each party hereto as the respective act, deed and agreement of said corporations on this 19th day of July, 1999.

Sage U.S. Holdings, Inc.



 Director

Prosoft Corporation



 Director