

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

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

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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 Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) 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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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)

FOR OFFICE USE ONLY

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

FORM PTO-1619B
Expires 06/30/99
OMH 08/91-4027

Page 2

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

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. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)

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Patent Number(s)

<input type="text" value="5,712,984"/>	<input type="text" value="5,613,072"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

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.

Michael A. Glenn

5/27/2004

Name of Person Signing

Signature

Date

FORM PTO-1619C
Expires 08/30/99
OMB 0651-0027

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

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

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

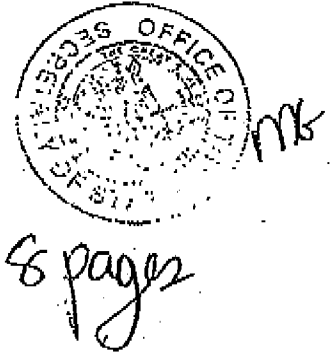
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State of California

SECRETARY OF STATE

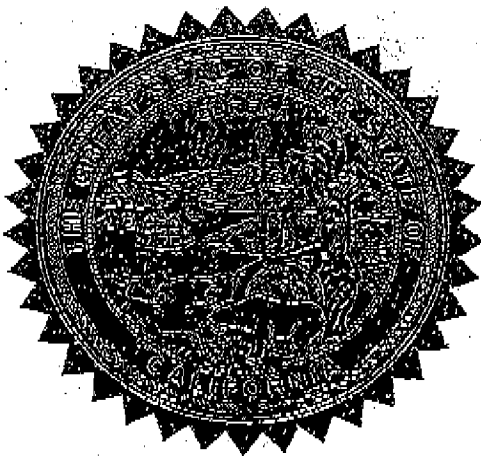


I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, 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

JUL 01 1998



Bill Jones

Secretary of State

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SECRETARY OF STATE
OF THE STATE OF CALIFORNIA

JUN 30 1998

BILL JONES, SECRETARY OF STATE

**AGREEMENT OF MERGER
of
RISK DATA CORPORATION
and
COMPREVIEW, INC.
under the name of
"HNC INSURANCE SOLUTIONS, INC."**

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

RECITALS

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

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

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

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

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

**ARTICLE I
CERTAIN DEFINITIONS**

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

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

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

ARTICLE 2 THE MERGER

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

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

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

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

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

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

ARTICLE 3 GOVERNING DOCUMENTS

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

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

ARTICLE 4
EXCHANGE OF CERTIFICATES

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

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

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

ARTICLE 5
TERMINATION AND AMENDMENT

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

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

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

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

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

ARTICLE 6
MISCELLANEOUS

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

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

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

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

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

COMPREVIEW, INC.

RISK DATA CORPORATION

By: *R. L. Kaaren*
Robert L. Kaaren
Chairman

By: *S. M. Downs*
Sean M. Downs
President

By: *R. V. Thomas*
Raymond V. Thomas
Secretary

By: *R. V. Thomas*
Raymond V. Thomas
Secretary

Exhibit A to Agreement of Merger

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

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

Delaware

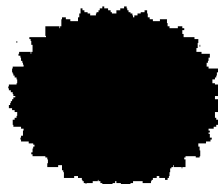
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, 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:

"HNC INSURANCE SOLUTIONS, INC.", A CALIFORNIA CORPORATION, WITH AND INTO "HNC SOFTWARE INC." UNDER THE NAME OF "HNC SOFTWARE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF AUGUST, A.D. 2002, AT 9:03 O'CLOCK A.M.

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



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1917913

DATE: 08-02-02

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:03 AM 08/01/2002
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**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
HNC INSURANCE SOLUTIONS, INC.
(a California Corporation)
INTO
HNC SOFTWARE INC.
(a Delaware Corporation)**

Pursuant to Section 253 of the General Corporation Law of the State of Delaware

John Match and Kenneth J. Saunders hereby certify that:

1. They are the President and Secretary, respectively, of HNC Software Inc., a Delaware corporation (the "Company"). (Parent)
2. The Company owns all of the outstanding shares of the capital stock of HNC Insurance Solutions, Inc., a corporation incorporated under the laws of California ("HNCIS"). (Subsidiary)
3. The Board of Directors of the Company duly approved and adopted the following resolutions by unanimous written consent dated as of July 24, 2002:

WHEREAS, the Company owns one hundred percent (100%) of the issued and outstanding shares of the capital stock of HNC Insurance Solutions, Inc., a California corporation ("HNCIS") and the Company's Board of Directors has determined it to be in the best interests of the Company to merge HNCIS with and into the Company in a statutory short form merger (the "HNCIS Merger") pursuant to the provisions of Section 253 of the Delaware General Corporation Law and Section 1110 of the California Corporations Code, with the Company to be the surviving corporation of such HNCIS Merger;

NOW, THEREFORE, BE IT RESOLVED, that the HNCIS Merger is hereby approved, and that, pursuant to Section 253 of the Delaware General Corporation Law and Section 1110 of the California Corporations Code, the Company shall merge HNCIS with and into the Company, with the Company being the surviving corporation of such HNCIS Merger, and upon the effectiveness of such HNCIS Merger the Company will acquire all the assets and properties and assume all of the liabilities and obligations of HNCIS; and

RESOLVED, FURTHER, that, in order to carry out the HNCIS Merger, the appropriate officers of the Company are hereby authorized and directed, on behalf of the Company, to cause the Company to execute, deliver and file a Certificate of Ownership and Merger with the Delaware Secretary of State and a Certificate of Ownership with the California Secretary of State, and to execute, deliver and file such additional documents (including but not limited to assumptions of franchise or other tax liability of HNCIS) or perform such other acts as are determined to be necessary or appropriate to carry out the merger of HNCIS into the Company as described above; and

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Page 012

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Page 13/14

RESOLVED, FURTHER, that the officers of the Company, and each of them acting without the others, are hereby authorized and directed to take such further actions, and to execute and deliver such further documents, as they may deem to be necessary, advisable or appropriate to carry into effect the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be executed by its duly authorized President and Secretary this 1st day of August, 2002.

HNC SOFTWARE INC.,
a Delaware corporation

By: 
John March, President

By: _____
Kenneth J. Saunders, Secretary

[Signature Page to Delaware Certificate of Ownership and Merger
of HNC Insurance Solutions, Inc. with and into HNC Software Inc.]

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Page 14/14

RESOLVED, FURTHER, that the officers of the Company, and each of them acting without the others, are hereby authorized and directed to take such further actions, and to execute and deliver such further documents, as they may deem to be necessary, advisable or appropriate to carry into effect the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be executed by its duly authorized President and Secretary this 1st day of August, 2002.

HNC SOFTWARE INC.,
a Delaware corporation

By: _____
John Murch, President

By:  _____
Kenneth J. Saunders, Secretary

[Signature Page to Delaware Certificate of Ownership and Merger
of HNC Insurance Solutions, Inc. with and into HNC Software Inc.]

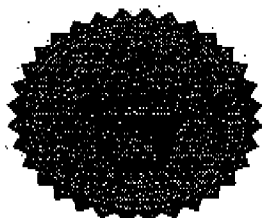
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, 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:

"HNC SOFTWARE INC.", A DELAWARE CORPORATION,
WITH AND INTO "FAIR, ISAAC AND COMPANY, INCORPORATED" UNDER THE NAME OF "FAIR, ISAAC AND COMPANY, INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF NOVEMBER, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2294307

DATE: 03-07-03
PATENT

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**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
HNC SOFTWARE INC.
WITH AND INTO
FAIR, ISAAC AND COMPANY, INCORPORATED**

Pursuant to Section 253 of the
General Corporation Law of the State of Delaware

Fair, Isaac and Company, Incorporated, a Delaware corporation (the "Company"), does hereby certify to the following facts relating to the merger of HNC Software Inc., a Delaware corporation (the "Subsidiary"), with and into the Company, with the Company remaining as the surviving corporation:

FIRST: The Company is incorporated pursuant to the General Corporation Law of the State of Delaware (the "DGCL"). The Subsidiary is incorporated pursuant to the DGCL.

SECOND: The Company owns all of the outstanding shares of each class of capital stock of the Subsidiary.

THIRD: The Board of directors of the Company, by the following resolutions duly adopted on October 31, 2002, determined to merge the Subsidiary with and into the Company pursuant to Section 253 of the DGCL:

RESOLVED, that the Subsidiary be merged with and into the Company (the "Merger"); and it is further

RESOLVED, that by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of common stock of the Company shall remain unchanged and continue to remain outstanding as one share of common stock of the Company, held by the person who was the holder of such share of common stock of the Company immediately prior to the Merger; and it is further

RESOLVED, that by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of common stock of the Subsidiary shall be converted into one share of common stock of the Company; and it is further

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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RESOLVED, that the proper officers of the Company be and they hereby are authorized and directed to make, execute and acknowledge, in the name and under the corporate seal of the Company, a certificate of ownership and merger for the purpose of effecting the Merger and to file the same in the office of the Secretary of State of the State of Delaware, and to do all other acts and things that may be necessary to carry out and effectuate the purpose and intent of the resolutions relating to the Merger.

FOURTH: This Certificate of Ownership and Merger shall be effective at 7:00 a.m. (eastern time) on November 1, 2002.

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be executed by its duly authorized officer this 31st day of October, 2002.

By: /s/ Andrea M. Fike
Name: Andrea M. Fike
Title: Vice President, General Counsel
and Secretary

FROM CORPORATION TRUST WILMINGTON 6

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Delaware

PAGE 1

The First State

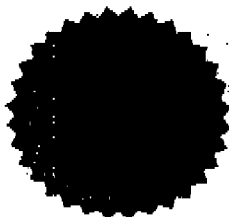
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"PIC MERGER INC.", A DELAWARE CORPORATION,

WITH AND INTO "FAIR, ISAAC AND COMPANY, INCORPORATED" UNDER THE NAME OF "FAIR ISAAC CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF MARCH, A.D. 2003, AT 2:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2003, AT 11:59 O'CLOCK P.M.

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



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

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AUTHENTICATION: 2336609

DATE: 03-28-03

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effectuate the purpose and intent of the resolutions relating to the Merger, and further

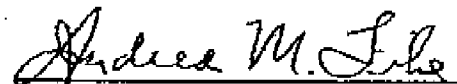
RESOLVED, that upon the effectiveness of the certificate of ownership and merger, Article 1 of the Restated Certificate of Incorporation of the Company shall be amended in its entirety to read as follows:

"1. The name of the corporation is Fair Isaac Corporation."

FOURTH: This Certificate of Ownership and Merger shall be effective at 11:59 p.m. (eastern time) on March 31, 2003.

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be executed by its duly authorized officer this 27th day of March, 2003.

By:



Name: Andrea M. Fike

Title: Vice President, General Counsel and Secretary