

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/13/2002
CONVEYING PARTY DATA	
Name	Execution Date
ONTRACK Data International, Inc.	06/13/2002
RECEIVING PARTY DATA	
Name:	Kroll Ontrack Inc.
Street Address:	9023 Columbine Road
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55347
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	09944712
Application Number:	09894373
Application Number:	10941065
CORRESPONDENCE DATA	
Fax Number:	(612)332-9081
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6123364771
Email:	rkalinsky@merchantgould.com
Correspondent Name:	Robert A. Kalinsky
Address Line 1:	80 S. 8th St.
Address Line 2:	3200 IDS Center
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	10731.0073USU1
NAME OF SUBMITTER:	Robert A. Kalinsky

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PATENT
REEL: 017958 FRAME: 0172

Total Attachments: 9

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4Y-565

State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: ODI ACQUISITION CORPORATION

MN: ONTRACK DATA INTERNATIONAL, INC.

State of Formation and Name of Surviving Entity:

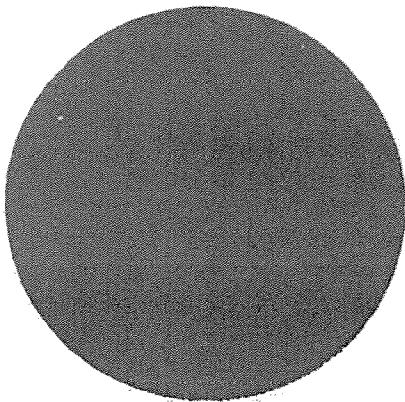
MN: ONTRACK DATA INTERNATIONAL, INC

Effective Date of Merger: June 13, 2002 @ 11:59p.m.

Name of Surviving Entity After Effective Date of Merger:

KROLL ONTRACK INC.

This certificate has been issued on: June 13, 2002.



Mary Kiffmeyer
Secretary of State.

PATENT

REEL: 017958 FRAME: 0174

44-565

ARTICLES OF MERGER

ODI ACQUISITION CORPORATION
(a Minnesota corporation)

with and into

ONTRACK Data International, Inc.
(a Minnesota corporation)

Pursuant to Section 302A.615 of Chapter 302A of the Minnesota Statutes, the Minnesota Business Corporation Act, each of the undersigned corporations, on this 13th day of June, 2002, do hereby adopt the following Articles of Merger and do hereby certify as follows:

1. **Constituent Corporations.** The names of the constituent corporations that are parties to the merger (the "Merger") are:

- a. ONTRACK Data International, Inc., a Minnesota corporation ("Target"); and
- b. ODI Acquisition Corporation, a Minnesota corporation (the "Merger Sub").

2. **Surviving Corporation.** The corporation to survive the Merger is Target. At the Effective Time of the Merger, the Articles of Incorporation of Target shall be amended in their entirety to read as the Articles of Incorporation of the Merger Sub as in effect immediately prior to the Effective Time, except that Article I of the Articles of Incorporation shall be amended to read:

"The name of the corporation shall be Kroll Ontrack Inc." *LC*

3. **Agreement and Plan of Merger.** The Agreement and Plan of Merger is set forth in Exhibit A hereto and is incorporated herein by reference.

4. **Approval of Agreement and Plan of Merger.** The Agreement and Plan of Merger (the "Plan") was approved by the constituent corporations pursuant to Minnesota Business Corporation Act Section 302A.613 (i) by the Board of Directors of Target and the Merger Sub and (ii) by the affirmative vote of the holders of a majority of the outstanding shares of common stock of Target at a Special Meeting of Shareholders duly held, and by the sole shareholder of the Merger Sub. The Plan has been approved by Target and the Merger Sub pursuant to Chapter 302A, Minnesota Statutes.

5. **Effective Date of Merger.** The effective date and time of the Merger shall be 11:59 p.m. on June 13, 2002 (the "Effective Time").

IN WITNESS WHEREOF, each of the parties hereto have executed these Articles of
Merge on the date first set forth above.

ONTRACK Data International, Inc.,
a Minnesota corporation

By:

Its:

James J. Sil
President and Chief Financial Officer

ODI ACQUISITION CORPORATION,
a Minnesota corporation

By:

Its:

WITNESSES

IN WITNESS WHEREOF, each of the parties hereto have executed these Articles of Merger on the date first set forth above.

ONTRACK Data International, Inc.,
a Minnesota corporation

By: _____
Its: _____

ODI ACQUISITION CORPORATION,
a Minnesota corporation

By: 
Its: _____

SCHEDULE A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan"), dated June 13, 2002, is among Kroll Inc., an Ohio corporation ("Parent"), ODI Acquisition Corporation, a Minnesota corporation and a wholly owned subsidiary of Parent (the "Merger Sub"), and ONTRACK Data International, Inc., a Minnesota corporation ("Target").

In this Plan, the Merger Sub and Target are sometimes collectively referred to as the "Constituent Corporations" and individually as a "Constituent Corporation."

BACKGROUND:

The Merger Sub., Parent and Target entered into an Agreement and Plan of Reorganization, dated April 1, 2002, as amended on April 25, 2002 and further amended on June 12, 2002 (the "Agreement"), which contemplates the merger (the "Merger") of the Merger Sub with and into Target.

The respective Boards of Directors of the Constituent Corporations and the Parent deem it desirable and in the best interests of each corporation and its shareholders that the Merger Sub be merged with and into Target whereby Target will be the surviving corporation (the "Surviving Corporation"), in accordance with the laws of the State of Minnesota and on the terms set forth in this Plan and in the Agreement.

The Plan was adopted by the Board of Directors and shareholders of Target and the Merger Sub in accordance with the laws of the State of Minnesota and Chapter 302A of the Minnesota Business Corporation Act.

The parties agree as follows:

ARTICLE 1

MERGER OF MERGER SUB INTO Target

At the Effective Time (as defined in Article 4), the Merger Sub will be merged with and into Target to combine into a single entity in accordance with the laws of the State of Minnesota, the separate existence of the Merger Sub will then cease, and Target will be the Surviving Corporation.

The Surviving Corporation will continue its corporate existence under the laws of the State of Minnesota under the name "Kroll Ontrack Inc." and the Articles of Incorporation of Target shall become the Articles of Incorporation of the Surviving Corporation, which shall be amended as of the Effective Time as provided in Article 2 below. The separate existence of the Merger Sub shall cease upon said effective date in accordance with the provisions of said Minnesota Business Corporation Act.

The Surviving Corporation will possess all the rights, privileges, power and franchises of each of the Constituent Corporations.

ARTICLE 2

ARTICLES OF INCORPORATION; BYLAWS; OFFICERS AND DIRECTORS

At the Effective Time of the Merger, the Articles of Incorporation of the Surviving Corporation shall be amended in their entirety to read as the Articles of Incorporation of the Merger Sub in effect

immediately prior to the Effective Time, except that Article 1 of the Articles of Incorporation shall be amended to read:

"The name of the corporation shall be Kroll Ontrack Inc."

At the Effective Time of the Merger, the Bylaws of the Surviving Corporation shall be amended in their entirety to read as the Bylaws of the Merger Sub in effect immediately prior to the Effective Time.

At the Effective Time of the Merger, the officers and directors of the Merger Sub immediately prior to the Effective Time shall become the officers and directors, respectively, of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated.

ARTICLE 3 CONVERSION AND EXCHANGE OF SHARES

By virtue of the Merger and without any action on the part of Target, the Merger Sub or Parent or the holders of any of Target's securities:

- 3.1 At the Effective Time, each issued and outstanding share of common stock of Target ("Target Common Stock") (other than any shares of Target Common Stock to be canceled pursuant to Section 1.6(b) of the Agreement or any shares of Target Common Stock to which dissenters' rights have been exercised under Minnesota law) will, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and converted into .6447 of a share of newly authorized Common Stock of Parent ("Parent Common Stock") upon the terms and conditions set forth in the Agreement.
- 3.2 At the Effective Time, all shares of Target Common Stock that are owned by Target as treasury stock, and each share of Target Common Stock owned by Parent or any direct or indirect wholly owned subsidiary of Parent or of Target immediately prior to the Effective Time shall be, by virtue of the Merger and without any action on the part of the holder thereof, canceled and extinguished without any conversion thereof or consideration therefor.
- 3.4 At the Effective Time, the issued and outstanding shares of common stock of Merger Sub will be converted automatically into 12,100,000 fully paid and nonassessable shares of common stock of the Surviving Corporation.
- 3.5 At the Effective Time, Target's Non-Qualified Stock Option Plan and Target's 1996 Stock Incentive Plan (collectively, the "Target Stock Option Plans") and all options to purchase Target Common Stock then outstanding under the Target Stock Option Plans shall be automatically assumed by Parent in accordance with, and subject to the terms and conditions of, the Agreement.
- 3.6 The Exchange Ratio (as defined in the Agreement) shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Parent Common Stock or Target Common Stock), reorganization, recapitalization or other like change with respect to Parent Common Stock or Target Common Stock having a record date after the date hereof and prior to the Effective Time.

- 3.7 No fraction of a share of Parent Common Stock will be issued, but in lieu thereof each holder of shares of Target Common Stock who would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock to be received by such holder) shall receive from Parent an amount of cash (rounded down to the nearest whole cent, without interest) equal to the product of (x) such fraction, multiplied by (y) the Average Stock Price (as defined in the Agreement).

ARTICLE 4 EFFECTIVE DATE OF MERGER

If this Plan is not terminated or abandoned as provided in Article 5 of this Plan, the effective date and time of the Merger shall be 11:59 p.m. on June 13, 2002 (the "Effective Time").

ARTICLE 5 ABANDONMENT OF MERGER; AMENDMENT OF AGREEMENT

- 5.1 This Plan may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after submission to or adoption by the shareholders of the Constituent Corporations, in the event the Agreement is terminated in accordance with the terms thereof or otherwise in accordance with the provisions of the Agreement.
- 5.2 This Plan may be amended by the parties hereto by action taken by or on behalf of their respective boards of directors at any time prior to the Effective Time; provided, however, that, after the Target stockholder approval and the Parent stockholder approval, no amendment may be made which by applicable law requires further approval by such shareholders, as applicable, without such further approval. This Plan may not be amended except by an instrument in writing signed by the parties hereto.
- 5.3 This Plan is subject to and governed by the Agreement, as defined above. Any conflict between the terms of this Plan and the Agreement shall be resolved by the terms of the Agreement.

ARTICLE 6 FURTHER ASSURANCES

The directors and officers of Target and Merger Sub will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Minnesota, and will cause to be performed all necessary acts for the purposes of effectuating the Merger.

ARTICLE 7 COUNTERPARTS

This Plan may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

KLS:216197L4

06/13 '02 11:08 NO.953 08/09

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P.05/20

IN WITNESS WHEREOF, the parties hereto have executed this Plan on the day and year first
above written.

ONTRACK DATA INTERNATIONAL, INC.,
a Minnesota corporation

By: _____

Its: _____

ODI ACQUISITION CORPORATION,
a Minnesota corporation

By: _____

Its: _____

KROLL INC.,
an Ohio corporation

By: _____

Its: _____

RECEIVED

IN WITNESS WHEREOF, the parties hereto have executed this Plan on the day and year first above written.

ONTRACK DATA INTERNATIONAL, INC.,
a Minnesota corporation

By: _____
Its: _____

ODI ACQUISITION CORPORATION,
a Minnesota corporation

By: *[Signature]*
Its: Secretary

KROLL INC.,
an Ohio corporation

By: *[Signature]*
Its: Vice President, General Counsel
and Secretary

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUN 13 2002 *L*

Mary Hiffmeyer
Secretary of State