

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2007

CONVEYING PARTY DATA

Name	Execution Date
Knova Software, Inc.	06/29/2007

RECEIVING PARTY DATA

Name:	Consona CRM Inc.
Street Address:	450 E. 96th Street
Internal Address:	Suite 300
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10889888

CORRESPONDENCE DATA

Fax Number: (317)592-4223
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (317) 236-2363
 Email: William.Lyon@icemiller.com
 Correspondent Name: William R. Lyon
 Address Line 1: One American Square
 Address Line 2: Suite 3100
 Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	12178.0066
NAME OF SUBMITTER:	William R. Lyon

Total Attachments: 7

500423458

**PATENT
 REEL: 020267 FRAME: 0357**

OP \$40.00 10889888

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UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

CONSONA CRM INC.

WA Profit Corporation

UBI: 601-526-622

Filing Date: June 29, 2007

Effective Date: June 30, 2007

Merging Entities:

Not Qualified in WA KNOVA SOFTWARE, INC.



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

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07/02/07 1091658-002
\$60.00 R #SUCCESS-31
#d:1326000 Redo 6-29-07

FILED
SECRETARY OF STATE
SAM REED
June 29, 2007
STATE OF WASHINGTON

ARTICLES OF MERGER

OF

KNOVA SOFTWARE, INC.

AND

CONSONA CRM INC.

To the Secretary of State
State of Washington

Pursuant to the provisions of the Washington Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

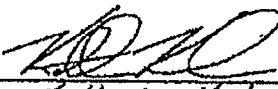
1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Knova Software, Inc., a Delaware corporation ("Knova") with and into Consona CRM Inc., a Washington corporation ("Consona"), as adopted by joint written consent by the Board of Directors of Knova on June 28, 2007 and adopted by a joint written consent by the Board of Directors of Consona on June 28, 2007.
2. The merger was approved by the sole shareholder of Consona pursuant to the provisions of Section 23B.11.030 of the Washington Business Corporation Act.
3. The merger of Knova with and into Consona is permitted by the laws of the jurisdiction of organization of Knova and has been authorized in compliance with said laws.
4. Consona will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Washington Business Corporation Act.
5. The effective time and date of the merger herein provided for in the State of Washington shall be 12:00 a.m. on June 30, 2007.

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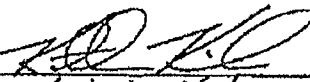
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Executed on June 29, 2007

KNOVA SOFTWARE, INC.

By: 
Name: *Katherine Kinder*
Title: *VP Finance*

CONSONA CRM INC.

By: 
Name: *Katherine Kinder*
Title: *VP Finance*

Articles of Incorporation (R/A)

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of the 29th day of June, 2007 between Consona CRM Inc., a Washington corporation ("Consona"), and Knova Software, Inc., a Delaware corporation ("Knova"). The two entities are hereinafter sometimes called the "Constituent Companies." Knova is hereinafter also sometimes referred to as the "Merged Corporation", and Consona, as the surviving entity in the Merger (as defined below), is hereinafter also sometimes referred to as the "Surviving Corporation".

WITNESSETH:

WHEREAS, Knova and Consona are wholly owned subsidiaries of Consona Corporation; and

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that Knova be merged with and into Consona under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Revised Code of Washington and the Delaware General Corporation Law.

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

FIRST: Knova hereby merges (the "Merger") with and into Consona, with Consona being the surviving corporation in the Merger. The separate existence of Knova shall cease at the Effective Time of the Merger in accordance with applicable law, and Consona shall continue in existence as the surviving entity, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities and franchises of Knova in accordance with applicable law.

SECOND: The Certificate of Incorporation of Consona, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The terms and conditions of the Merger are as follows:

(a) At the Effective Date, all of the outstanding capital stock of the Merged Corporation outstanding immediately prior to the Merger and all rights in respect thereof, shall forthwith cease to exist and shall be cancelled, and the authorized capital stock of the Surviving Corporation immediately prior to the Merger shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Merger.

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REEL: 020267 FRAME: 0362

Agreement and Plan of Merger - Page 2

- (b) The By-laws of Consona as they shall exist at the Effective Time of the Merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.
- (c) The directors of Consona at the Effective Time of the Merger shall remain the directors of the Surviving Corporation, each to continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.
- (d) The officers of Consona at the Effective Time of the Merger shall remain the officers of the Surviving Corporation, each to continue in office until the next annual meeting of directors and until their successors shall have been elected and qualified.
- (e) At and after the Effective Time of the Merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of either of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth 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; and the Surviving Corporation shall indemnify and hold harmless the officers and directors and managers, as applicable, of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.
- (f) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further 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 either of the Constituent Companies acquired by the Surviving Corporation by reason or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the 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.
- (g) This Agreement shall be submitted to the sole stockholder of the Merged Corporation and the sole stockholder of the Surviving Corporation as and to the extent required

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REEL: 020267 FRAME: 0363

Agreement and Plan of Merger – Page 3

by applicable law. The Merger shall take effect as of 12:00 a.m. June 30, 2007 (the "Effective Time")

(h) All acts, plans, policies, approvals and authorizations of Knova, its officers, directors, committees elected or appointed by the officers and directors, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on Knova.

(i) From the Effective Time of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the entities that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement.

FOURTH: It is intended that this Agreement and Plan of Merger qualify as a liquidation in accordance with Sections 332, 334(b)(1) and 337 of the Internal Revenue Code of 1986, as amended.

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The undersigned authorized representatives of the Constituent Companies have executed and acknowledged this Agreement as of the date first set forth above.

CONSONA CRM INC.

By: 
Name: Katherine Kinder
Title: VP, Finance

KNOVA SOFTWARE, INC.

By: 
Name: Katherine Kinder
Title: VP, Finance

Knova Into Consona CRM Merger

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