

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2010
CONVEYING PARTY DATA	
Name	Execution Date
Consona CRM, INC	12/31/2010
RECEIVING PARTY DATA	
Name:	Consona ERP, INC.
Street Address:	450 E 96TH ST
Internal Address:	suite 300
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	5787234
Patent Number:	5996073
Patent Number:	6158001
Patent Number:	6163859
Patent Number:	6266788
Patent Number:	6442684
Patent Number:	6681222
Patent Number:	6711585
Patent Number:	6980984
Patent Number:	7010693
Patent Number:	7028250
Patent Number:	7206778
Patent Number:	7337158

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PATENT  
REEL: 025606 FRAME: 0341

OP \$720.00 5787234

Patent Number:	7376620
Patent Number:	7401087
Patent Number:	7539656
Patent Number:	7610575
Application Number:	12605610

# CORRESPONDENCE DATA

Fax Number: (317)592-4638

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3172365879

Email: ipdocket@icemiller.com

Correspondent Name: Hamid Piroozi

Address Line 1: One American Square

Address Line 2: Suite 2900

Address Line 4: Indianapolis, INDIANA 46282

ATTORNEY DOCKET NUMBER:	12178.0005
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NAME OF SUBMITTER:	Hamid Piroozi
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Total Attachments: 14

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**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF MERGER**

of

**CONSONA ERP, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

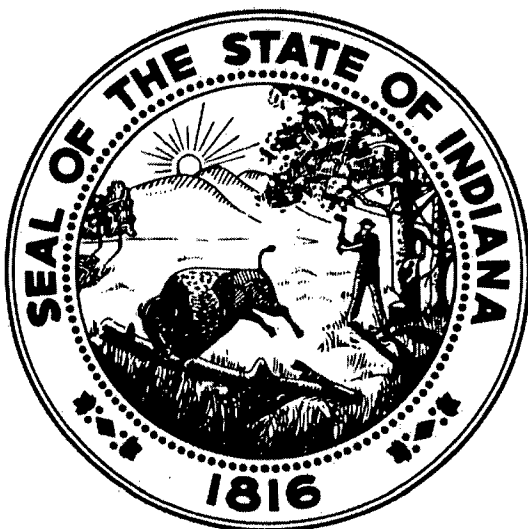
**CONSONA CRM, INC**

a(n) Washington For-Profit Foreign Corporation qualified in Indiana

merged with and into the surviving entity:

**CONSONA ERP, INC.**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, December 31, 2010.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 29, 2010.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

198601-790 / 2010123057980



## ARTICLES OF MERGER

State Form 39036 (R5 / 2-97)

Approved by State Board of Accounts, 1995

TODD ROKITA  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington Street, Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

Indiana Code 23-1-40-1 et. seq.

FILING FEE: \$90.00

**INSTRUCTIONS:** Use 8 1/2" x 11" white paper for inserts.  
Present original and two (2) copies to address in upper right corner of this form.  
Please TYPE or PRINT.  
Upon completion of filing the Secretary of State will issue a receipt.

<b>ARTICLES OF MERGER / SHARE EXCHANGE OF</b>	
<u>Consona CRM Inc.</u> <small>(hereinafter "the nonsurviving corporation(s)")</small>	
<b>INTO</b>	
<u>Consona ERP, Inc.</u> <small>(hereinafter "the surviving corporation")</small>	

**APPROVED  
AND  
FILED**  
*Todd Rokita*  
IND. SECRETARY OF STATE

ARTICLE I - SURVIVING CORPORATION	
<b>SECTION 1:</b>	
The name of the corporation surviving the merger is: <u>Consona ERP, Inc.</u> and such name <input type="checkbox"/> has <input checked="" type="checkbox"/> has not (designate which) been changed as a result of the merger.	
<b>SECTION 2:</b>	
a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on <u>January 22, 1986</u> .	
b. The surviving corporation is a foreign corporation incorporated under the laws of the State of _____ and <input type="checkbox"/> qualified <input type="checkbox"/> not qualified (designate which) to do business in Indiana. If the surviving corporation is qualified to do business in Indiana, state the date of qualification: _____ (If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".)	

ARTICLE II - NONSURVIVING CORPORATION (S)	
The name, state of incorporation, and date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:	
Name of Corporation <u>Consona CRM Inc.</u>	Date of Incorporation or qualification in Indiana (if applicable)
State of Domicile <u>Washington</u>	
Name of Corporation	
State of Domicile	Date of Incorporation or qualification in Indiana (if applicable)
Name of Corporation	
State of Domicile	Date of Incorporation or qualification in Indiana (if applicable)

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE	
The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.	

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**ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)****SECTION 1:** ☐ Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

**SECTION 2:** ☒ Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on December 28, 2010 and signed by all shareholders entitled to vote.  
B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

**ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)****SECTION 1:** ☐ Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

**SECTION 2:** ☒ Vote of shareholders (Select either A or B)

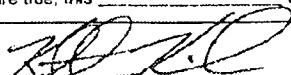
The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on December 28, 2010 and signed by all shareholders entitled to vote.  
B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

In Witness Whereof, the undersigned being the Vice President of the surviving  
Officer or Chairman of Board  
corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained  
herein are true, this 28th day of December, 2010

Signature



Printed name

Katherine Kinder

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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of December 28, 2010, by and between (i) Consona ERP, Inc., a corporation organized under the laws of the State of Indiana ("Consona ERP"); and (ii) Consona CRM Inc., a corporation organized under the laws of the State of Washington ("Consona CRM"). The two corporations are hereinafter sometimes called the "Constituent Corporations."

### RECITALS:

A. The Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Consona CRM be merged with and into Consona ERP under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Indiana and the State of Washington.

B. 1,000 shares of Consona CRM Common Stock, par value \$.01 per share ("Consona CRM Common Stock") are issued and outstanding and held by Consona Corporation.

C. 100 shares of Consona ERP Common Stock ("Consona ERP Common Stock") are issued and outstanding and held by Consona Corporation.

NOW, THEREFORE, the Constituent Corporations, 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:

### ARTICLE I NAMES OF MERGING ENTITIES

The names of the entities proposed to be merged are "Consona CRM Inc." a corporation organized under the laws of the State of Washington; and "Consona ERP, Inc." a corporation organized under the laws of the State of Indiana.

### ARTICLE II THE MERGER

Pursuant to the provisions of the Indiana Business Corporation Code and the Washington Business Corporation Act, on the Effective Time (as defined below), Consona CRM shall be merged with and into Consona ERP (the "Merger"). As a result of the Merger, the separate corporate existence of Consona CRM shall cease, and Consona ERP shall continue to exist as the surviving corporation of the Merger, pursuant to the applicable provisions of the Indiana Business Corporation Code and this Agreement. Consona CRM is hereinafter also sometimes referred to as the "Merged Corporation," and Consona ERP is hereinafter also sometimes referred to as the "Surviving Corporation."

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CORPORATIONS DIV.  
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ARTICLE III  
EFFECTIVE TIME

3.1 Effective Time. The Merger shall be effective as of 11:58 pm on December 31, 2010.

ARTICLE IV  
TERMS AND CONDITIONS OF THE MERGER

4.1 Certificate of Incorporation. The Certificate of Incorporation of Consona ERP, as in effect at the Effective Time, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

4.2 Effect on Capital Stock. The effect of the Merger on the capital stock of the Merged Corporation and the Surviving Corporation shall be as follows:

(a) The shares of Consona CRM Common Stock of the Merged Corporation, which are issued and outstanding on the date hereof shall, without any further action on the part of anyone, be canceled on and as of the Effective Time, without any conversion thereof. No payment or distribution shall be made with respect thereto.

(b) The authorized capital stock of Consona ERP at the Effective Time shall be and remain the authorized capital stock of the Surviving Corporation.

(c) The issued and outstanding shares of capital stock of Consona ERP at the Effective Time shall be and remain the issued and outstanding capital stock of the Surviving Corporation.

4.3 Other Terms and Conditions. The other terms and conditions of the Merger are as follows:

(a) The By-laws of the Surviving Corporation as they exist at the Effective Time shall be and remain the By-laws of the Surviving Corporation.

(b) The directors and officers of the Surviving Corporation at the Effective Time shall continue in office and thereafter shall serve until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified or until their earlier resignation or removal.

(c) The Merger shall have the effects set forth in Section 23-1-40-6 of the Indiana Business Corporation Code and Section 23B.11.030 of the Washington Business Corporation Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises, and all and every other interest, of Consona CRM shall vest in the Surviving Corporation, and all debts, liabilities and

duties of Consona CRM shall become the debts, liabilities and duties of the Surviving Corporation.

(d) From the Effective Time of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the Constituent Corporations 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 Corporations or to carry out the purposes of this Agreement.

(e) All corporate acts, plans, policies, approvals and authorizations of Consona CRM, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, 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 as effective and binding on the Surviving Corporation as they were on Consona CRM

#### ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Approvals. This Agreement shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law.

5.2 Reorganization. It is intended that this Agreement and Plan of Merger qualify as a liquidation and reorganization in accordance with Sections 332, 334(b)(1), 368(a)(1)(A) and 337 of the Internal Revenue Code of 1986, as amended.

5.3 Conformity with State Law. The matters set forth in this Agreement shall be considered modified to the extent required by the laws of the State of Indiana or the laws of the State of Washington so that nothing contained herein shall be construed to be in any way violative of the laws of the State of Indiana or the laws of the State of Washington.

*[Remainder of Page Intentionally Left Blank]*




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 this Agreement to be executed by each party hereto.

**CONSONA CRM INC.,**  
a Washington corporation

By:   
Name: **Katherine Kinder**  
Title: **Vice President, Finance & Administration**

**CONSONA ERP, INC.,**  
an Indiana corporation

By:   
Name: **Katherine Kinder**  
Title: **Vice President, Finance & Administration**

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 ERP, INC.

IN Profit Corporation

UBI: 601-573-896

Filing Date: December 29, 2010

Effective Date: December 31, 2010

Merging Entities:

601-526-622

CONSONA CRM 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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REEL: 025606 FRAME: 0350

FILED  
SECRETARY OF STATE  
SAM REED

DECEMBER 29, 2010

STATE OF WASHINGTON

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\$90.00 K #295407  
ud:2020480

**ARTICLES OF MERGER  
OF  
CONSONA CRM INC.  
INTO  
CONSONA ERP, INC.**

Pursuant to Sections 23B.11.010 and 23B.11.050 of the Washington Business Corporation Act, the undersigned corporation executes and submits for filing the following Articles of Merger:

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger dated as of December 28, 2010, for merging Consona CRM Inc., a Washington corporation ("*Consona CRM*") with and into Consona ERP, Inc., an Indiana corporation ("*Consona ERP*").
2. The Agreement and Plan of Merger was duly adopted by the Board of Directors of Consona CRM on December 28, 2010, and by the sole shareholder of Consona CRM on December 28, 2010, pursuant to the provisions of Section 23B.11.030 of the Washington Business Corporation Act.
3. The Agreement and Plan of Merger was duly adopted by the Board of Directors of Consona ERP on December 28, 2010, and by the sole shareholder of Consona ERP on December 28, 2010.
4. This merger is permitted by the laws of the State of Indiana under whose laws Consona ERP is incorporated and Consona ERP has complied with such laws effecting this merger.
5. The effective time and date of this merger is 11:58 pm on December 31, 2010.

*[Reminader of page intentionally left blank]*

Dated: 12/28/10

CONSONA ERP, INC.

By: 

Name: Katherine Kinder

Title: Vice President, Finance & Administration

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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of December 28, 2010, by and between (i) Consona ERP, Inc., a corporation organized under the laws of the State of Indiana ("Consona ERP"); and (ii) Consona CRM Inc., a corporation organized under the laws of the State of Washington ("Consona CRM"). The two corporations are hereinafter sometimes called the "Constituent Corporations."

### RECITALS:

A. The Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Consona CRM be merged with and into Consona ERP under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Indiana and the State of Washington.

B. 1,000 shares of Consona CRM Common Stock; par value \$.01 per share ("Consona CRM Common Stock") are issued and outstanding and held by Consona Corporation.

C. 100 shares of Consona ERP Common Stock ("Consona ERP Common Stock") are issued and outstanding and held by Consona Corporation.

NOW, THEREFORE, the Constituent Corporations, 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:

### ARTICLE I NAMES OF MERGING ENTITIES

The names of the entities proposed to be merged are "Consona CRM Inc." a corporation organized under the laws of the State of Washington; and "Consona ERP, Inc." a corporation organized under the laws of the State of Indiana.

### ARTICLE II THE MERGER

Pursuant to the provisions of the Indiana Business Corporation Code and the Washington Business Corporation Act, on the Effective Time (as defined below), Consona CRM shall be merged with and into Consona ERP (the "Merger"). As a result of the Merger, the separate corporate existence of Consona CRM shall cease, and Consona ERP shall continue to exist as the surviving corporation of the Merger, pursuant to the applicable provisions of the Indiana Business Corporation Code and this Agreement. Consona CRM is hereinafter also sometimes referred to as the "Merged Corporation," and Consona ERP is hereinafter also sometimes referred to as the "Surviving Corporation."

ARTICLE III  
EFFECTIVE TIME

3.1 Effective Time. The Merger shall be effective as of 11:58 pm on December 31, 2010.

ARTICLE IV  
TERMS AND CONDITIONS OF THE MERGER

4.1 Certificate of Incorporation. The Certificate of Incorporation of Consona ERP, as in effect at the Effective Time, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

4.2 Effect on Capital Stock. The effect of the Merger on the capital stock of the Merged Corporation and the Surviving Corporation shall be as follows:

(a) The shares of Consona CRM Common Stock of the Merged Corporation, which are issued and outstanding on the date hereof shall, without any further action on the part of anyone, be canceled on and as of the Effective Time, without any conversion thereof. No payment or distribution shall be made with respect thereto.

(b) The authorized capital stock of Consona ERP at the Effective Time shall be and remain the authorized capital stock of the Surviving Corporation.

(c) The issued and outstanding shares of capital stock of Consona ERP at the Effective Time shall be and remain the issued and outstanding capital stock of the Surviving Corporation.

4.3 Other Terms and Conditions. The other terms and conditions of the Merger are as follows:

(a) The By-laws of the Surviving Corporation as they exist at the Effective Time shall be and remain the By-laws of the Surviving Corporation.

(b) The directors and officers of the Surviving Corporation at the Effective Time shall continue in office and thereafter shall serve until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified or until their earlier resignation or removal.

(c) The Merger shall have the effects set forth in Section 23-1-40-6 of the Indiana Business Corporation Code and Section 23B.11.030 of the Washington Business Corporation Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises, and all and every other interest, of Consona CRM shall vest in the Surviving Corporation, and all debts, liabilities and

duties of Consona CRM shall become the debts, liabilities and duties of the Surviving Corporation.

(d) From the Effective Time of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the Constituent Corporations 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 Corporations or to carry out the purposes of this Agreement.

(e) All corporate acts, plans, policies, approvals and authorizations of Consona CRM, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, 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 as effective and binding on the Surviving Corporation as they were on Consona CRM

#### ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Approvals. This Agreement shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law.

5.2 Reorganization. It is intended that this Agreement and Plan of Merger qualify as a liquidation and reorganization in accordance with Sections 332, 334(b)(1), 368(a)(1)(A) and 337 of the Internal Revenue Code of 1986, as amended.

5.3 Conformity with State Law. The matters set forth in this Agreement shall be considered modified to the extent required by the laws of the State of Indiana or the laws of the State of Washington so that nothing contained herein shall be construed to be in any way violative of the laws of the State of Indiana or the laws of the State of Washington.


*[Remainder of Page Intentionally Left Blank]*

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 this Agreement to be executed by each party hereto.

**CONSONA CRM INC.,**  
a Washington corporation

By:   
Name: Katherine Kinder  
Title: Vice President, Finance & Administration

**CONSONA ERP, INC.,**  
an Indiana corporation

By:   
Name: Katherine Kinder  
Title: Vice President, Finance & Administration

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