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FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

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SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings =>>>

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

1. Name of conveying party (ies):  
Peregrine Systems, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?    Yes    No

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

Name: Peregrine Systems, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 12670 High Bluff Drive  
City: San Diego State CA ZIP: 92130

Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignment is not domiciled in the United States, a domestic representative designation is attached:    Yes    No  
(Designations must be a separate document from assignment)  
Additional name(s) and addresses attached?    Yes    No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: June 7, 1994

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

A. Trademark Application No.(s)  
02/17/1999 SBURNS 00000107 1551702  
01 FC:481 40.00 OP  
02 FC:482 100.00 OP

B. Trademark Registration No.(s)  
1,551,702  
1,545,802  
1,811,705  
1,870,375  
2,024,487

Additional numbers attached?    Yes    No

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

Name: John C. Nishi  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road  
City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved:                      5

7. Total fee (37 CFR 3.41)   \$140.00

Enclosed  
 Authorized to be charged to deposit account

If fee insufficient, please charge:

8. Deposit account number:  
23-2415 ATTN: 14248-900  
(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

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.*

John C. Nishi                                                                            February 11, 1999  
Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments, and document:   12

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1857 FRAME: 0436

Office of the Secretary of State

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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 AGREEMENT OF MERGER, WHICH MERGES: "PEREGRINE SYSTEMS, INC.", A CALIFORNIA CORPORATION, WITH AND INTO "PEREGRINE SYSTEMS, INC." UNDER THE NAME OF "PEREGRINE SYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTH DAY OF JUNE, A.D. 1994, AT 10 O'CLOCK A.M.



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

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Edward J. Freel, Secretary of State

2376250 8100M

991053071

AUTHENTICATION:

9569670

DATE:

02-10-99

TRADEMARK  
REEL: 1857 FRAME: 0437

6-7-94

**AGREEMENT AND PLAN OF MERGER  
OF PEREGRINE SYSTEMS, INC.  
(a Delaware corporation),  
AND  
PEREGRINE SYSTEMS, INC.  
(a California corporation)**

THIS AGREEMENT AND PLAN OF MERGER dated as of May 31, 1994 (the "Agreement") is between Peregrine Systems, Inc., a Delaware corporation ("Peregrine Delaware"), and Peregrine Systems, Inc., a California corporation ("Peregrine California"). Peregrine Delaware and Peregrine California are sometimes referred to herein as the "Constituent Corporations".

**RECITALS**

A. Peregrine Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 22,000,000 shares, \$.001 par value, 20,000,000 of which are designated "Common Stock", and 2,000,000 of which are designated "Preferred Stock". The Preferred Stock is undesignated. As of May 2, 1994, 1,000 shares of Common Stock were issued and outstanding, all of which are held by Peregrine California, and no shares of Preferred Stock were outstanding.

B. Peregrine California is a duly organized and existing under the laws of the State of California and has an authorized capital of 10,000,000 shares, no par value, all of which are designated "Common". As of May 2, 1994, 3,326,309 shares of Common Stock were issued and outstanding. In addition, as of May 2, 1994, there were outstanding options to purchase an aggregate of 934,198 shares of Common pursuant to Peregrine California's 1990 Nonqualified Stock Option Plan, its 1991 Nonqualified Stock Option Plan and its 1994 Stock Option Plan. There were no outstanding warrants to purchase shares of Common Stock of Peregrine California.

C. The Board of Directors of Peregrine California has determined that, for the purpose of effecting the reincorporation of Peregrine California in the State of Delaware, it is advisable and in the best interests of Peregrine California and its shareholders that Peregrine California merge with and into Peregrine Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Peregrine Delaware and Peregrine California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Peregrine Delaware and Peregrine California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Peregrine California shall be merged with and into Peregrine Delaware (the Merger"), the separate existence of Peregrine California shall cease and Peregrine Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Peregrine Systems, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger".

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Peregrine California shall cease and Peregrine Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Peregrine California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Peregrine California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Peregrine California in the same manner as if Peregrine Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

## 2. CHARTER DOCUMENTS DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Peregrine Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Peregrine Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Peregrine California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

## 3. MANNER OF CONVERSION OF STOCK

3.1 Peregrine California Common Stock. Upon the Effective Date of the Merger, each share of Peregrine California Common issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one and one-half times one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation. No fractional shares of the Surviving Corporation's Common Stock shall be issued, but in lieu thereof any fractional shares of Peregrine Delaware's Common Stock that would otherwise be issuable to holders of Peregrine California's Common (after aggregating all such shares of the Surviving Corporation's Common Stock to which each holder is entitled) shall be rounded up to the nearest whole share.

3.2 Peregrine California Options. Stock Purchase Rights and Convertible Securities. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the stock option plans (including without limitation the Nonqualified Stock Option Plan, the 1991 Nonqualified Stock Option Plan and the 1994 Stock Option Plan) and all other employee benefit plans of Peregrine California. Each outstanding and unexercised option, warrant or other right to purchase Peregrine California Common shall become an option, warrant or right to purchase the Surviving Corporation's Common Stock on the basis of one and one-half shares of the Surviving Corporation's Common Stock for every one share of Peregrine California Common issuable pursuant to any such option, warrant or right, on the same terms and conditions and at an exercise price per share equal to two-thirds of the exercise price applicable to any such Peregrine California option, warrant or right at the Effective Date of the Merger. Any fractional shares which result

from the adjustment of options, warrants and other rights to purchase Peregrine California's Common shall be rounded up to the nearest whole share.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, warrants or rights equal to one and one-half times the number of shares of Peregrine California Common so reserved immediately prior to the Effective Date of the Merger.

3.3 Peregrine Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common, \$.001 par value, of Peregrine Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Peregrine Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Peregrine California Common may, at such stockholder's option, surrender the same for cancellation to Wilson, Sonsini, Goodrich & Rosati as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Peregrine California Common shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Peregrine California Common were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Peregrine California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason

certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

#### 4. GENERAL

4.1 Covenants of Peregrine Delaware. Peregrine Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law;

(b) File any and all documents with the appropriate tax authority of the State of California necessary for the assumption by Peregrine Delaware of all of the corporate and/or franchise tax liabilities of Peregrine California; and

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by Peregrine Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Peregrine California such deeds and other instruments, and there shall be taken or caused to be taken by Peregrine Delaware and Peregrine California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Peregrine Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Peregrine California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Peregrine Delaware are fully authorized in the name and on behalf of Peregrine California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Peregrine California or Peregrine Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Peregrine California or by the sole stockholder of Peregrine Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either 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 this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 1209 Orange Street, in the city of Wilmington, County of New Castle, and the Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1959 Palomar Oaks Way, Carlsbad, California 92009 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.9 FIRPTA Notification. (a) On the Effective Date of the Merger, Peregrine California shall deliver to Peregrine Delaware, as agent for the shareholders of Peregrine California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. Peregrine Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of Peregrine California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Peregrine California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Peregrine Delaware as their agent and (ii) Peregrine Delaware shall be considered to have received a copy of the Statement at the request of the Peregrine California shareholders for purposes of satisfying Peregrine Delaware's obligations under Treasury Regulation Section 1.1445-2(c) (3).

(b) Peregrine California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).



IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Peregrine Delaware and Peregrine California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

PEREGRINE SYSTEMS, INC.  
a Delaware corporation

By: James W. Butler  
James W. Butler, President and  
Chief Executive Officer

ATTEST:

Nicholas Brox  
Nicholas Brox, Secretary

PEREGRINE SYSTEMS, INC.  
a California corporation

By: James W. Butler  
James W. Butler, President and  
Chief Executive Officer

ATTEST:

Nicholas Brox  
Nicholas Brox, Secretary

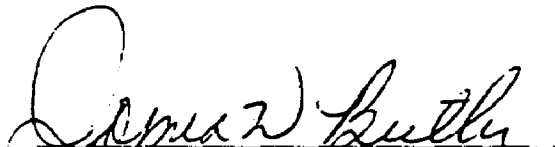
PEREGRINE SYSTEMS, INC.  
(California Corporation)

OFFICERS' CERTIFICATE

James W. Butler and Nicholas Brox certify that:

1. They are the President and the Secretary, respectively, of Peregrine Systems, Inc., a corporation organized under the laws of the State of California.
2. The corporation has one authorized class of stock, designated "Common". There are authorized 10,000,000 shares of Common.
3. There were 3,326,309 shares of Common outstanding as of the date of the shareholders' written consent was solicited which approved the Agreement and Plan of Merger attached hereto (the "Merger Agreement").
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of the Common.
6. James W. Butler and Nicholas Brox further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Carlsbad, California on May 31, 1994.

  
James W. Butler, President

  
Nicholas Brox, Secretary

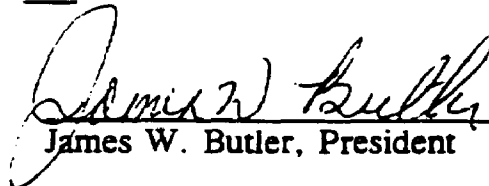
PEREGRINE SYSTEMS, INC.  
(Surviving Corporation)

OFFICERS' CERTIFICATE

James W. Butler and Nicholas Brox certify that:

1. They are the President and the Secretary, respectively, of Peregrine Systems, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock". The 2,000,000 shares of Preferred Stock are undesignated.
3. There are 1,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Preferred Stock outstanding.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
6. James W. Butler and Nicholas Brox further declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Carlsbad, California on May 31, 1994.

  
James W. Butler, President

  
Nicholas Brox, Secretary

EXHIBIT A

May 31, 1994

TO THE SHAREHOLDERS OF PEREGRINE SYSTEMS, INC.:

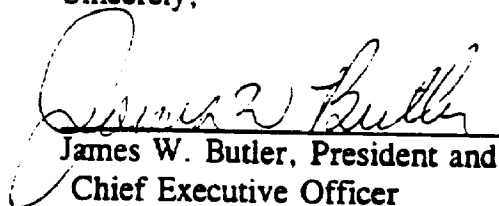
In connection with the reincorporation (the "Reincorporation") in Delaware of Peregrine Systems, Inc., a California corporation (the "Company"), pursuant to the Agreement and Plan of Merger dated as of May 31, 1994 between the Company and Peregrine Systems, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Peregrine Delaware"), your shares of Company stock will be replaced by shares of stock in Peregrine Delaware.

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "Code"), in consequence of the Reincorporation and (ii) Peregrine Delaware will not be required under Section 1445 of the Code to withhold taxes from the Peregrine Delaware stock that you will receive in connection therewith, the Company hereby presents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to Peregrine Delaware pursuant to Section 4.9 of the agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,

  
James W. Butler, President and  
Chief Executive Officer

Box ASSIGNMENT  
Commissioner of Patents  
and Trademarks  
February 11, 1999  
Page 2

<b>Re:</b>	<b>Registrant:</b>	<b>Peregrine Systems, Inc.</b>
	<b>Registration No.:</b>	<b>1,811,705</b>
	<b>Registered:</b>	<b>December 14, 1993</b>
	<b>International Class No.:</b>	<b>9</b>
	<b>Mark:</b>	<b>OPENSNA</b>
	<b>Attorney Docket No.:</b>	<b>14248-TM1008</b>
	<b>Registrant:</b>	<b>Peregrine Systems, Inc.</b>
	<b>Registration No.:</b>	<b>1,870,375</b>
	<b>Registered:</b>	<b>December 27, 1994</b>
	<b>International Class No.:</b>	<b>9</b>
	<b>Mark:</b>	<b>STATIONVIEW</b>
	<b>Attorney Docket No.:</b>	<b>14248-TM1011</b>
	<b>Registrant:</b>	<b>Peregrine Systems, Inc.</b>
	<b>Registration No.:</b>	<b>2,024,487</b>
	<b>Registered:</b>	<b>December 17, 1996</b>
	<b>International Class No.:</b>	<b>9</b>
	<b>Mark:</b>	<b>OPEN ADMINISTRATOR</b>
	<b>Attorney Docket No.:</b>	<b>14248-TM1018</b>

Dear Commissioner:

Enclosed please find a Recordation Form Cover Sheet for recordal of the merger of Peregrine Systems, Inc., a California corporation, into Peregrine Systems Inc., a Delaware corporation, with Peregrine Systems, Inc. (the Delaware corporation) being the surviving entity. Enclosed as proof thereof is a copy of the "Agreement and Plan of Merger of Peregrine Systems, Inc. (a Delaware corporation) and Peregrine Systems, Inc. (a California corporation)" filed with the Delaware Secretary of State on June 7, 1994.

The required filing fee is enclosed in the form of a check made payable to the "Commissioner of Patents and Trademarks" for the sum of \$140.00. The Commissioner is authorized to charge any additional fees which may be required, including extension fees, or credit any overpayment to Deposit Account No. 23-2415 ATTN: 14248-900.

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RECORDED: 02/16/1999

TRADEMARK  
REEL: 1857 FRAME: 0448