



Tab settings

101442763

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

1. Name of conveying party(ies): 7-13-00
 MULTINATIONAL COMPUTER MODELS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - New Jersey
 Other _____

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

2. Name and address of receiving party(ies):
 ADS ASSOCIATES, INC.
 23586 Calabasas Road
 Suite 200
 Calabasas, CA 91302

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation -California
 Other _____

07-13-2000
 U.S. Patent & TMO/TM Mail Rcpt Dt. #10

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 31, 1999

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
see attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: GLENN A. GUNDERSEN
 DECHERT, PRICE & RHOADS
 4000 BELL ATLANTIC TOWER
 1717 ARCH STREET
 PHILADELPHIA, PA. 19103-2793
 TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)\$65.00
 Enclosed
 Authorized to be charged to deposit account
 (Including any underpayment)

8. Deposit account number: 04-0475
 (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.

Glenn A. Gundersen
 Name of Person Signing

Signature

July 13, 2000
 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

08/24/2000 111021 00000015 040475 140499 Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 CH
02 FC:482 25.00 CH

SCHEDULE A

Multinational Computer Models, Inc. merged into ADS Associates, Inc.

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-------------|-----------------|------------------|
| MATREX | 1,404,355 | Aug. 5, 1986 |
| TRADEX | 1,394,693 | May 27, 1986 |



New Jersey Department of State
 Division of Commercial Recording
 Certificate of Merger/Consolidation
 (Profit Corporations)

UMC-2 3/96
FILED

DEC 27 1999

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the Secretary of State. Applicants are advised to seek out private legal advice before submitting filings to the Secretary's office.

1. Type of Filing (check one): Merger Consolidation

2. Name Of Surviving Business Entity: ADS ASSOCIATES, INC.

3. Name(s)/Jurisdiction(s) Of Each Participating Business Entity:

| Name | Jurisdiction | Identification # Assigned By Secretary of State (If Applicable) |
|-------------------------------------|--------------|---|
| Multinational Computer Models, Inc. | NJ | 0100010874 |
| ADS Associates, Inc. | CA | 0100710704 |

4. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name Multinational Computer Models, Inc. Outstanding Shares 1,000

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

-b Corp. Name ADS Associates, Inc. Outstanding Shares 1,000

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

-c Corp. Name _____ Outstanding Shares _____

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

| | Votes For | Votes Against |
|---------|-----------|---------------|
| Corp. a | 1,000 | 0 |
| Corp. b | 1,000 | 0 |
| Corp. c | | |

5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the Secretary of State):

The Secretary of State is hereby appointed as agent to accept service of process and to forward same to the address above.

6. Effective Date: (if other than filing date: not to exceed 90 days from filing date) 11:59 PM on December 31, 1999

Signature: Thomas J. McDugall
 Name: Thomas J. McDugall
 Title: Thomas J. McDugall, Vice President of Multinational Computer Models, Inc. and ADS Associates, Inc.
 Date: Dec. 23, 1999

**Remember to attach 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, insure that you obtain and attach to your filing submission a Tax Clearance Certificate for each participating corporation

AGREEMENT OF MERGER**Parties:**

ICMS INTERNATIONAL INC.,
a Delaware corporation ("ICMS")
1150 Bayhill Drive, Suite 121
San Bruno, CA 94066

MULTINATIONAL COMPUTER MODELS, INC.,
a New Jersey corporation ("MCM")
333 Fairfield Road
Fairfield, NJ 07004

SOFTWARE SUPPORT GROUP, INC.
a California corporation ("SSG")
23586 Calabasas Road, Suite 200
Calabasas, CA 91302

ADS ASSOCIATES, INC.,
a California corporation ("ADS")
23586 Calabasas Road, Suite 200
Calabasas, CA 91302

Dated: December 23, 1999

Background: ICMS, MCM, and ADS are sister corporations and SSG is a wholly owned subsidiary of ADS. For various business and tax reasons, the Boards of Directors of ICMS and MCM have each determined that it is in the best interests of each corporation and their respective stockholders that ICMS be merged with and into MCM. The merger of ICMS with and into MCM (the "ICMS Merger") will be effected on the terms stated in this Agreement of Merger (the "Agreement"). The Boards of Directors and the stockholders of ICMS and MCM have each unanimously adopted resolutions approving this Agreement in the manner required by the laws of their respective jurisdictions. Accordingly, a Certificate of Merger will be executed and filed with the Secretary of State of New Jersey and Certificate of Merger will be executed and filed with the Secretary of State of Delaware.

For various business and tax reasons, the Boards of Directors of MCM, SSG and ADS have each determined that it is in the best interests of each corporation and their respective stockholders that MCM and SSG be merged with and into ADS immediately after the ICMS Merger is complete, whereby the surviving corporation would be a direct subsidiary of SunGard Investment Ventures, Inc. ("SIVI"). The merger of MCM and SSG with and into ADS (the "MCM Merger") will be effected on the terms stated in this Agreement. The Boards of Directors and the stockholders of MCM, SSG and ADS have each unanimously adopted resolutions approving this Agreement in the manner required by the laws of their respective jurisdictions. Accordingly, a Certificate of Merger will be executed and filed with the Secretary of State of New Jersey, and the appropriate Officer's Certificates will be filed in the State of California.

A. ICMS MERGER

INTENDING TO BE LEGALLY BOUND, ICMS and MCM hereby adopt this Agreement of Merger, and agree that ICMS shall be merged with and into MCM on the following terms:

1. **ICMS Merger.** On the ICMS Effective Date (as defined below), ICMS shall be merged with and into MCM in accordance with this Agreement and in compliance with the New Jersey Business Corporation Act and the Delaware General Corporation Law, and the ICMS Merger shall have the effect provided for under such laws. MCM shall be the surviving corporation of the ICMS Merger and shall continue to exist and to be governed by the laws of the State of New Jersey. The corporate existence and identity of MCM, with its purposes and powers, shall continue unaffected and unimpaired by the ICMS Merger, and MCM shall succeed to and be fully vested with the corporate existence and identity of ICMS. The separate corporate existence and identity of ICMS shall cease upon the ICMS Effective Date, and ICMS and MCM shall be a single New Jersey corporation. On the ICMS Effective Date, all outstanding shares of capital stock of ICMS shall be cancelled, and all outstanding shares of capital stock of MCM shall be unaffected by the ICMS Merger. The directors and officers of MCM on the ICMS Effective Date will continue as the directors and officers of MCM.

2. **Name and Registered Office of MCM.** On the ICMS Effective Date, the name of MCM shall be Multinational Computer Models, Inc. with its registered agent being CT Corporation System, located at 820 Bear Tavern Road, 3rd Floor, West Trenton, NJ 08628.

3. **Articles of Incorporation.** Immediately after the ICMS Merger, the Articles of Incorporation of MCM shall be the same as before the ICMS Merger.

4. **Bylaws.** Immediately after the ICMS Merger, the bylaws of MCM shall be the same as before the ICMS Merger.

5. **ICMS Effective Date.** As used in this Agreement, "ICMS Effective Date" shall mean 11:58 PM on December 31, 1999.

B. MCM MERGER

INTENDING TO BE LEGALLY BOUND, MCM, SSG and ADS hereby adopt this Agreement of Merger, and agree that MCM and SSG shall be merged with and into ADS on the following terms:

5. **MCM Merger.** On the MCM Effective Date (as defined below), MCM and SSG shall be merged with and into ADS in accordance with this Agreement and in compliance with the New Jersey Business Corporation Act and the California Corporations Code, and the MCM Merger shall have the effect provided for under such laws. ADS (sometimes referred to below as the "Surviving Corporation") shall be the surviving corporation of the MCM Merger and shall continue to exist and to be governed by the laws of the State of California. The corporate existence and identity of ADS, with its purposes and powers, shall continue unaffected and unimpaired by the MCM Merger, and ADS shall succeed to and be fully

vested with the corporate existence and identity of each of MCM and SSG. The separate corporate existence and identity of each of MCM, and SSG shall cease upon the MCM Effective Date, and MCM, SSG and ADS shall be a single California corporation. On the MCM Effective Date, all outstanding shares of capital stock of MCM and SSG shall be cancelled, and all outstanding shares of capital stock of ADS shall be unaffected by the MCM Merger. The directors and officers of ADS on the Effective Date will continue as the directors and officers of the Surviving Corporation.

6. **Name and Registered Office of Surviving Corporation.** On the MCM Effective Date, the name of the Surviving Corporation shall be ADS Associates, Inc. with its registered agent being CT Corporation System, located at 818 West Seventh Street, Los Angeles, CA 90017.

7. **Articles of Incorporation.** Immediately after the MCM Merger, the Articles of Incorporation of the Surviving Corporation shall be the same as before the MCM Merger, except that the Surviving Corporation's name shall be changed to SunGard Treasury Systems Inc.

8. **Bylaws.** Immediately after the MCM Merger, the bylaws of the Surviving Corporation shall be the same as before the MCM Merger.

9. **MCM Effective Date.** As used in this Agreement, "MCM Effective Date" shall mean 11:59 PM on December 31, 1999.

**C. THE FOLLOWING TERMS APPLY TO BOTH
THE ICMS MERGER AND THE MCM MERGER:**

10. **Termination.** This Agreement may be terminated or abandoned at any time before the Effective Date by any party hereto with the due approval of its Board of Directors.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

12. **Severability.** If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

13. **Section Headings.** Section headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect its interpretation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized officers and have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ICMS INTERNATIONAL INC.

MULTINATIONAL COMPUTER MODELS, INC.

Thomas J. McDugall
Thomas J. McDugall, Vice President
Lawrence A. Gross
Lawrence A. Gross, Secretary

Thomas J. McDugall
Thomas J. McDugall, Vice President
Lawrence A. Gross
Lawrence A. Gross, Secretary

SOFTWARE SUPPORT GROUP, INC.

ADS ASSOCIATES, INC.

Thomas J. McDugall
Thomas J. McDugall, Vice President
Lawrence A. Gross
Lawrence A. Gross, Secretary

Thomas J. McDugall
Thomas J. McDugall, Vice President
Lawrence A. Gross
Lawrence A. Gross, Secretary