

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SeeBeyond Technology Corporation	Software Technologies Corporation	06/27/2001	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	SeeBeyond Technology Corporation
Street Address:	181 West Huntington Drive
Internal Address:	Suite 110
City:	Monrovia
State/Country:	CALIFORNIA
Postal Code:	91016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	78002369	E*XCHANGE
Registration Number:	2670264	SEEBEYOND
Registration Number:	2703383	E*GATE
Serial Number:	75767353	IQ
Registration Number:	2528149	E*WAY

CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-760-0404
Email:	efiling@kmob.com
Correspondent Name:	Stacey R. Halpern
Address Line 1:	2040 Main Street
Address Line 2:	Fourteenth floor
Address Line 4:	Irvine, CALIFORNIA 92614

CH \$140.00 78002369

ATTORNEY DOCKET NUMBER:

SBYNTM002/003/018/052/061

NAME OF SUBMITTER:

Stacey R. Halpern

Total Attachments: 6

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**AGREEMENT AND PLAN OF MERGER OF
SEEBEYOND TECHNOLOGY CORPORATION, A DELAWARE CORPORATION,
AND SEEBEYOND TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of June 27, 2001 (the "Agreement") is between SeeBeyond Technology Corporation, a Delaware corporation ("SeeBeyond Delaware"), and SeeBeyond Technology Corporation, a California corporation ("SeeBeyond California"). SeeBeyond Delaware and SeeBeyond California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. SeeBeyond Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 210,000,000 shares, no par value, of which 200,000,000 shares are designated Common Stock and 10,000,000 shares are designated Preferred Stock. As of the date of this Agreement, 1,000 shares of Common Stock of SeeBeyond Delaware were issued and outstanding, all of which are held by SeeBeyond California.

B. SeeBeyond California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 210,000,000 shares, par value \$0.0001 per share, of which 200,000,000 shares are designated Common Stock and 10,000,000 shares are designated Preferred Stock. As of March 15, 2001, 70,392,922 shares of Common Stock, and no shares of Preferred Stock were issued and outstanding.

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

D. The respective Boards of Directors and shareholders or stockholders of SeeBeyond Delaware and SeeBeyond California have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

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

ARTICLE I

MERGER

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

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 or stockholders 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 Agreement 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 Agreement 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 SeeBeyond California shall cease, and SeeBeyond 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 SeeBeyond California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of SeeBeyond 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 SeeBeyond California in the same manner as if SeeBeyond 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.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of SeeBeyond 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 SeeBeyond 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 SeeBeyond 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.

ARTICLE III

MANNER OF CONVERSION OF STOCK

3.1 SeeBeyond California Common Stock. Upon the Effective Date of the Merger, each share of SeeBeyond California Common Stock 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 fully paid and nonassessable share of Common Stock, \$0.0001 par value, of the Surviving Corporation.

3.2 SeeBeyond California Plans and Options; Warrants. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue each of the 1998 Stock Plan, 1997 Stock Plan and 2000 Employee Stock Purchase Plan of SeeBeyond California. Each outstanding and unexercised option or warrant issued under either such plan or otherwise by SeeBeyond California convertible into SeeBeyond California Common Stock shall become an option or warrant convertible into the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of SeeBeyond California Common Stock issuable pursuant to any such option or warrant on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such SeeBeyond California option or warrant at the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options and warrants equal to the number of shares of SeeBeyond California Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.3 SeeBeyond Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.0001 par value, of SeeBeyond Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by SeeBeyond Delaware, the holder of such shares or any other person, be cancelled 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 SeeBeyond California capital stock may, at such stockholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (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 appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of SeeBeyond California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of SeeBeyond California capital stock 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 capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital 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 SeeBeyond 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 SeeBeyond Delaware 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 of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of SeeBeyond Delaware that such tax has been paid or is not payable.

ARTICLE IV

GENERAL

4.1 Covenants of SeeBeyond Delaware. SeeBeyond 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 California Franchise Tax Board necessary for the assumption by SeeBeyond Delaware of all of the franchise tax liabilities of SeeBeyond 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 SeeBeyond Delaware or by its successors or assigns, there shall be executed and delivered on behalf of SeeBeyond California such deeds and other instruments, and there shall be taken or caused to be taken by SeeBeyond Delaware and SeeBeyond California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by SeeBeyond Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SeeBeyond California and otherwise to carry out the purposes of this Agreement, and the officers and directors of SeeBeyond Delaware are fully authorized in the name and on behalf of SeeBeyond 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 SeeBeyond California or SeeBeyond Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of SeeBeyond California or by the sole stockholder of SeeBeyond Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at 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 stockholders 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 materially 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 Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801, 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 404 E. Huntington Drive, Monrovia, California 91016 and copies thereof will be furnished to any shareholder or stockholder 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 counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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

SeeBeyond Technology Corporation
a Delaware corporation

By: 
Barry J. Pflage,
Senior Vice President, Chief Financial Officer

ATTEST:


Jeffrey D. Saper, Secretary

SeeBeyond Technology Corporation
a California corporation

By: 
Barry J. Pflage,
Senior Vice President, Chief Financial Officer

ATTEST:


Jeffrey D. Saper, Secretary