



FORM PTO-1594
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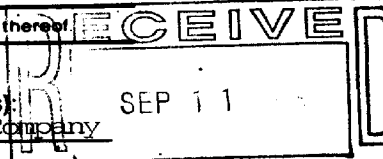
9-11-98

RECC 100829759
TRADEMARKS ONLY

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):

Management Analysis Company

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 17, 1997

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

Name: Management Analysis Company

Internal Address: _____

Street Address: 1819 Denver West Drive, Suite 400

City: Golden State: CO ZIP: 80401

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- Other

If assignee 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,781,670

Additional numbers attached? Yes No

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

Name: Peter K. Hahn, Esq.

Internal Address: _____

Luce, Forward, Hamilton & Scripps

Street Address: _____

600 West Broadway, Suite 2600

City: San Diego State: CA ZIP: 92101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Peter K. Hahn

Name of Person Signing

Signature

09-09-98

Date

Total number of pages comprising cover sheet: 1

OMB No. 0851-0011 (exp. 4/94)

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

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-10006, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0851-0011).

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Sandra V. Edge
(Signature)

SANDRA V. Edge
(Typed or Printed Name)

TRADEMARKS

REEL: 1787 FRAME: 0378

DELAYED EFFECTIVE DATE
12-31-94

**ARTICLES OF MERGER
OF
MANAGEMENT ANALYSIS COMPANY**

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SECRETARY OF STATE
12-29-94 11:58

Pursuant to the provisions of the laws of Colorado, the undersigned Corporation adopts these Articles of Merger, as follows:

FIRST: The name of the Corporation is Management Analysis Company.

SECOND: The Plan and Agreement of Merger, which was approved by the Board of Directors of the Corporation on December 29, 1994 in the manner prescribed by statute, is attached hereto.

THIRD: Shareholder approval was not required with respect to the Plan and Agreement of Merger.

FOURTH: The adoption of the Plan and Agreement of Merger, the performance of its terms and such other requisite corporate actions were duly approved by the Board of Directors of the Corporation.

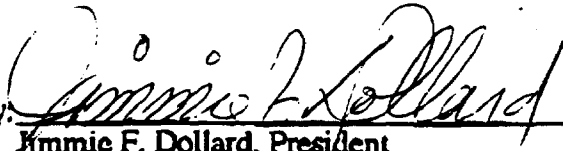
FIFTH: The merger is being effected pursuant to Section 7-111-104 of the Colorado Business Corporation Act (the "Act").

SIXTH: Immediately before the merger, the Corporation owned one hundred percent of the outstanding shares of each class of MAC Technical Services Co., the Nonsurviving Corporation.

SEVENTH: Pursuant to the applicable Colorado statute, these Articles of Merger shall become effective on the close of business on December 31, 1994. Such effective date complies with Section 7-111-104(5) of the Act.

Dated at Golden, Colorado, this 29th day of December, 1994.

MANAGEMENT ANALYSIS COMPANY,
A Colorado Corporation

By: 
Jimmie F. Dollard, President

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger is made and entered into by and between Management Analysis Company, a Colorado corporation ("Surviving Corporation") and Management Analysis Company, a California corporation ("Nonsurviving Corporation"), hereinafter referred to collectively as the Constituent Corporations.

RECITALS

1. The respective Boards of Directors of the Constituent Corporations deem it advisable that the Constituent Corporations merge into one corporation as the surviving corporation, as is hereinafter agreed and specified.

2. The Surviving Corporation has an authorized capitalization of 10,000,000 Common shares, par value \$.01 per share, of which no shares are presently issued and outstanding.

3. The Nonsurviving Corporation has an authorized capitalization of 10,000,000 Common shares, with no stated par value, of which 4,400,872 shares are issued and outstanding.

PLAN AND AGREEMENT

1. Merger and Surviving Corporation. Management Analysis Company, the Nonsurviving Corporation, is hereby merged into Management Analysis Company, the Surviving Corporation, in consideration of all of the mutual covenants, agreements and promises herein contained.

2. Conversion of Shares. Each share of the outstanding Common stock of the Nonsurviving Corporation shall be and become one share of Common stock of the Surviving Corporation, whether surrendered for conversion and exchange or not, and shall represent only shares in the Surviving Corporation for all corporate and legal purposes, subject, however, to the rights of dissenting shareholders. Such shares shall be called in for cancellation and exchange for

shares in the Surviving Corporation upon this Merger taking effect upon the foregoing basis. All treasury shares of each Constituent Corporation shall be cancelled and not reissued upon this merger taking effect.

3. Approval of Shareholders and Directors. This Plan and Agreement of Merger shall be submitted for approval, first, to the Boards of Directors of each of the Constituent Corporations, and second, to the Shareholders of the Nonsurviving Corporation, in accordance with the provisions of the Colorado Business Corporation Act, the California Corporations Code and their respective Articles of Incorporation and Bylaws as may be appropriate. Since no Shareholders exist in the Surviving Corporation, no such approval is necessary pursuant to the Colorado Business Corporation Act. The effective date of the merger contemplated hereunder shall be October 29, 1994; it is recognized that all of such approvals and the required filings with the Secretaries of State of each of California and Colorado may not be completed by such date and it is agreed that such delays in approvals or filings shall not affect the stated effective date.

4. Effect of Merger on Nonsurviving Corporation. Upon this merger taking effect, the Constituent Corporations shall be and become a single corporation and be the Surviving Corporation herein designated. The separate existence of the Nonsurviving Corporation herein shall cease, and the Surviving Corporation shall have the rights, privileges, immunities and powers, and be subject to all the duties and liabilities of a corporation organized under the Colorado Business Corporation Act.

5. Effect of Merger on Surviving Corporation. Upon this merger taking effect, the Surviving Corporation shall thereafter possess all the rights, privileges, immunities and franchises of each of the Constituent Corporations. All property and all debts due on whatever account, all other choses in action, and every other interest of or belonging to or due to each of the Constituent Corporations so merged shall be deemed to be transferred to and vested in such single corporation without further act or deed. The title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger. Such transfer to any vesting in the Surviving Corporation shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger by law or by express provision in any contract, agreement, decree, order or other instrument to which either Constituent Corporation is a party or by which it is bound.

6. Liabilities and Obligations. Upon this merger taking effect, the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the corporations so merged. Any claim existing or action or proceeding, whether civil or criminal, pending by or against the Nonsurviving Corporation may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either corporation shall be impaired by such merger.

7. Transfer of Property. The Nonsurviving Corporation agrees that, from time to time and as and when requested by the Surviving Corporation, to execute and deliver or cause to be executed and delivered all such deeds and instruments, assignments, assurances in the law, or take such action as the Surviving Corporation may deem necessary or desirable to vest in and confirm to the Surviving Corporation title to and possession of any property of the Nonsurviving Corporation acquired or to be acquired by reason of the merger herein provided for, and its proper officers and directors shall and will execute and do all such acts and things and execute such papers and documents as are necessary or proper to carry out the purposes of this merger.

8. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as in effect on the date this merger takes effect, shall continue in full force and effect.

9. Bylaws. The Bylaws of the Surviving Corporation, as in effect on the date this merger takes effect, shall continue in full force and effect.

10. Officers. The Officers of the Surviving Corporation shall remain in office for the remainder of their respective terms of office and until their successors shall have been elected and qualified.

11. Directors. The Directors of the Surviving Corporation, upon this merger taking full effect, shall be seven in number, namely Frank C. Alexander, Lawrence Burkhardt, III, Jimmie F. Dollard, John P. Jackson, Kenneth M. Poovey, A. M. Sastry and Robert C. Traylor, to serve for the remainder of their present terms of office and until their successors shall have been elected and qualified.

12. Earned Surplus. Upon this merger taking full effect, the Board of Directors of the Surviving Corporation may allocate to earned surplus of the Surviving Corporation the earned

surplus of the Nonsurviving Corporation, and the earned surplus of both Constituent Corporations so combined shall be thereafter available for the payment of dividends by the Surviving Corporation or for any other proper use or allocation.

13. Warranties. The Constituent Corporations hereby agree, and warrant each with the other, that they will cooperate with the other in carrying out the terms and provisions of this Plan and Agreement of Merger. Each Constituent Corporation represents and warrants that all state, federal and local taxes and assessments, excise taxes, ad valorem taxes and sales taxes, withholding and other employee related tax obligations, are currently paid and not in default. Neither Constituent Corporation will take any actions which will have as an effect the termination of this Plan and Agreement of Merger.

14. Abandonment of Merger. This Plan and Agreement of Merger may be abandoned without further liability and obligation prior to the filing of the Articles of Merger, even if subsequent to approval being given thereto by the shareholders of both Constituent Corporations, by the Board of Directors of either Constituent Corporation by resolution duly adopted and notice thereof received by the other Constituent Corporation, for any of the following causes:

a. A material adverse change in the business, properties, operations or financial condition of the other Constituent Corporation.

b. Any drastic or substantial change in the economic or political condition generally in the State of Colorado, the State of California or the United States which would affect the advisability of completing the merger herein contemplated.

c. Any action or suit to enjoin or restrain or restrict the merger herein contemplated being filed in any court or agency having jurisdiction in the matter.

15. Expenses. In the event the merger herein contemplated is not completed, each Constituent Corporation shall bear their own expenses incurred in the negotiation and processing of this Plan and Agreement of Merger. If the merger herein contemplated is completed and takes effect, the Surviving Corporation shall pay all expenses arising by reason of such merger or that remain owing and unpaid by either Constituent Corporation.

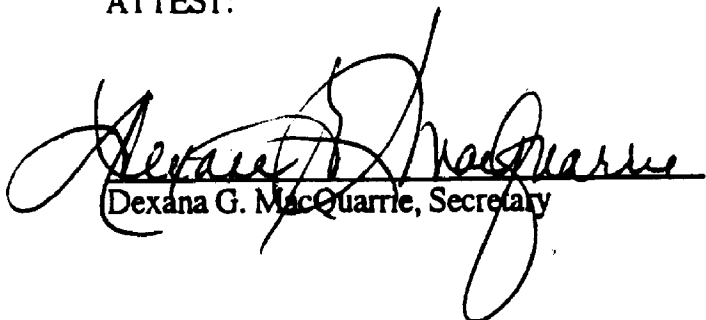
16. Notices. Notices and other transmittals to the Constituent Corporations shall be properly made or served if delivered by hand to an Officer of the Constituent Corporation receiving such notices and transmittals.

The parties have executed this Plan and Agreement of Merger on this 17th day of October, 1994.

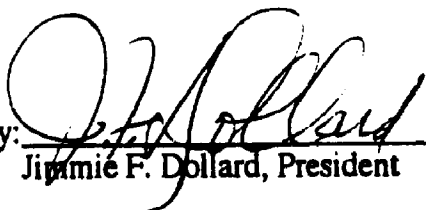
MANAGEMENT ANALYSIS COMPANY,
A Colorado Corporation

By: 
Jimmie F. Dollard, President

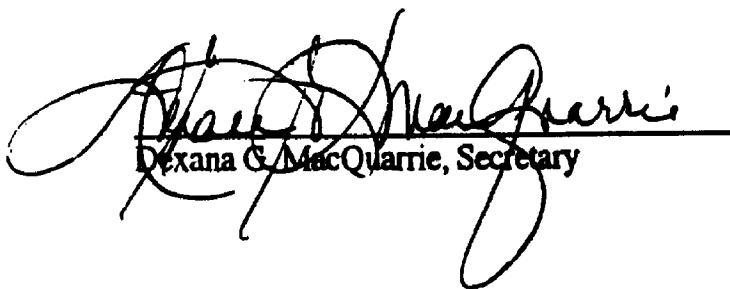
ATTEST:


Dexana G. MacQuarrie, Secretary

MANAGEMENT ANALYSIS COMPANY,
A California Corporation

By: 
Jimmie F. Dollard, President

ATTEST:


Dexana G. MacQuarrie, Secretary