

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10-07-1998



100845310

Tab settings → → → MRO 10-1-98

To the Honorable Commissioner of Patents and Trademarks: Please record the attach

<p>1. Name of conveying party(ies): <u>Sonic Couriers of Arizona, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Sonic Air, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>15150 N. Hayden Road</u> <u>Suite 200</u></p> <p>City: <u>Scottsdale</u> State: <u>AZ</u> ZIP: <u>85260</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Arizona</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 14, 1995</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark registration No.(s)</p> <p><u>2,111,019</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Bert A. Collison, Esq.</u></p> <p>Internal Address: <u>Nims, Howes, Collison,</u> <u>Hansen & Lackert</u></p> <p>Street Address: <u>605 Third Avenue</u> <u>Suite 3500</u></p> <p>City: <u>New York</u> State: <u>NY</u> ZIP: <u>10158</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Bert A. Collison Bert A. Collison Sept. 28, 1998
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

TRADEMARK
REEL: 1795 FRAME: 0671

EXPEDITED

AZ. CORP. COMMISSION
FILED

MAR 14 1995

APPR. *[Signature]*
ITEM
DATE 3-14-95
Effective 3-11-95

ARTICLES OF MERGER
WHEREBY

0187053-6 - SONIC COURIERS OF ARIZONA, INC.,
AN ARIZONA CORPORATION

AND

0191106-7 - SONIC TELEX SERVICES, INC.,
AN ARIZONA CORPORATION

0710551-9 - SONIC AIR, INC.,
AN ARIZONA CORPORATION

(Survivors)

The undersigned corporations adopt the following Articles of Merger for the purpose of merging SONIC COURIERS OF ARIZONA, INC., an Arizona corporation ("First Merging Corporation"), and SONIC TELEX SERVICES, INC., an Arizona corporation ("Second Merging Corporation") (collectively, the "Merging Corporations"), with and into SONIC AIR, INC., an Arizona corporation ("Surviving Corporation") which is a wholly-owned subsidiary of UNITED PARCEL SERVICE OF AMERICA, INC., a Delaware corporation ("UPS"). The Merging Corporations and the Surviving Corporation shall hereinafter be referred to collectively as the "Constituent Corporations."

FIRST: The merger shall be effected pursuant to the terms of the Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A.

SECOND: The names of the Constituent Corporations and their respective jurisdictions of incorporation are:

<u>Name of Corporation</u>	<u>Jurisdiction of Incorporation</u>
Sonic Couriers of Arizona, Inc. ("Courier")	Arizona
Sonic Telex Services, Inc. ("Telex")	Arizona
Sonic Air, Inc. ("Sonic")	Arizona

THIRD: As to each Constituent Corporation, the designation and the number of shares outstanding and entitled to vote on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Designation of Each Class or Series of Shares</u>	<u>Number of Shares Outstanding in Each Class or Series</u>	<u>Number of Shares Entitled to Vote in Each Class or Series</u>
Courier	Common Stock	6,111	6,111
Telex	Common Stock	1,000	1,000
Sonic	Common Stock	1,000	1,000

FOURTH: As to each Constituent Corporation, the total number of shares voted for and against the Plan of Merger:

<u>Name of Corporation</u>	<u>Designation of Each Class or Series of Shares</u>	<u>Total Voted In Each Class or Series For</u>	<u>Total Voted in Each Class or Series Against</u>
Courier	Common Stock	6,111	0
Telex	Common Stock	1,000	0
Sonic	Common Stock	1,000	0

FIFTH: As to each Constituent Corporation, the number of votes cast for the Plan of Merger by each class or series of shares entitled to vote thereon, at meetings of the shareholders held on February 10, 1995 with respect to Courier and Telex, and February 16, 1995 with respect to Sonic, was sufficient for approval by that class or series.


SIXTH: No changes will be made in the Articles of Incorporation of the Surviving Corporation in connection with the Merger.


SEVENTH: The Surviving Corporation agrees that it will pay to the dissenting shareholders of the Merging Corporations the amount, if any, to which they shall be entitled under the General Corporation Law of the State of Arizona relating to the rights of dissenting shareholders.

EIGHTH: This Merger will comply with the provisions of Sections 10-073, 10-074, and 10-076 of the Arizona General Corporation Law.

IN WITNESS WHEREOF, the parties to the merger have caused these Articles of Merger to be executed in their respective corporate names by their duly authorized officers as of March 11, 1995.

SONIC COURIERS OF ARIZONA, INC., an Arizona corporation

By: 
Ray R. Thurston
Its: President

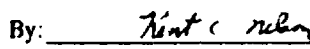
By: 
Dexter B. Hewett
Its: Secretary

SONIC TELEX SERVICES, INC., an Arizona corporation

By: 
Amy L. Thurston
Its: President

By: 
Ray R. Thurston
Its: Secretary

SONIC AIR, INC., an Arizona corporation

By: 
Its: President

By: 
Its: Secretary

Exhibit A

PLAN OF MERGER

This Plan of Merger (the "Plan of Merger") is made as of February 17, 1995, by and among SONIC COURIERS OF ARIZONA, INC., an Arizona corporation ("First Merging Corporation"), SONIC TELEX SERVICES, INC., an Arizona corporation ("Second Merging Corporation") (collectively, the "Merging Corporations"), and SONIC AIR, INC., an Arizona corporation ("Surviving Corporation"), which is a wholly-owned subsidiary of UNITED PARCEL SERVICE OF AMERICA, INC., a Delaware corporation ("UPS"). The Merging Corporations and the Surviving Corporation shall hereinafter be referred to collectively as the "Constituent Corporations."

WITNESSETH

WHEREAS, the Constituent Corporations are corporations duly organized and existing under the laws of the State of Arizona;

WHEREAS, the authorized capital stock of the First Merging Corporation is 50,000 shares of common stock, without par value ("Courier Capital Stock"), of which 6,111 are issued and outstanding; and the authorized capital stock of the Second Merging Corporation is 100,000 shares of common stock, par value \$1.00 per share ("Telex Capital Stock"), of which 1,000 are issued and outstanding;

WHEREAS, the authorized capital stock of the Surviving Corporation is 10,000 shares of common stock, par value \$.001 per share ("Sonic Capital Stock"), of which 1,000 are issued and outstanding; and the authorized common capital stock of UPS is 900,000,000 shares of common stock, par value \$.10 per share ("UPS Common Stock"), of which 580,000,000 are issued and outstanding;

WHEREAS, the Boards of Directors of the Merging Corporations and the Board of Directors of the Surviving Corporation deem it advisable and in the best interests of their respective corporations and shareholders that the Merging Corporations be merged with and into the Surviving Corporation (the "Merger");

WHEREAS, the Boards of Directors of the Merging Corporations and the Board of Directors of the Surviving Corporation have approved this Plan of Merger by resolutions duly adopted by their respective Boards of Directors in accordance with the laws of the State of Arizona; and

WHEREAS, the Constituent Corporations desire to effect the Merger as a tax-free reorganization for federal tax purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and in accordance with applicable law, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 Merger; Effects of the Merger. Subject to the terms of this Plan of Merger and an Agreement and Plan of Reorganization dated as of the date hereof ("Reorganization Agreement"), on the Effective Date (as defined below), the Merging Corporations will be merged with and into the Surviving Corporation in accordance with, and with the effect provided in, Section 10-076 of the Arizona Revised Statutes; the separate existence of the Merging Corporations will cease; the Surviving Corporation will continue in existence as an Arizona corporation and will succeed to all of the rights, privileges, immunities, and properties of the Merging Corporations; and the Surviving Corporation will be responsible and liable for all of the debts, liabilities, and obligations of the Merging Corporation. Without limiting the foregoing, upon and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations; and all property, real, personal, and mixed, and all and every other interest belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation and shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested, by deed or otherwise, in the Constituent Corporations shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities, and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts and liabilities had been incurred by it. Any action or proceeding, whether civil, criminal, or administrative, pending by or against the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted as a party in such action or proceeding in place of any Constituent Corporation.

1.2 Effective Time and Date of the Merger. The Merger shall become effective upon filing with the Arizona Corporation Commission the Articles of Merger, executed in accordance with the relevant provisions of the Arizona Revised Statutes (the time the Merger becomes effective being the "Effective Time" and the date of such filing being the "Effective Date").

1.3 Articles of Incorporation and Bylaws. No changes will be made in the Articles of Incorporation of the Surviving Corporation in connection with the Merger and the Articles of Incorporation of the Surviving Corporation, as heretofore amended, will continue to be its Articles of Incorporation on and after the Effective Date of the Merger until further altered, amended, or repealed in accordance with the laws of the State of Arizona. No changes will be made in the Bylaws of the Surviving Corporation in connection with the Merger and the Bylaws of the Surviving Corporation, as heretofore amended, will continue to be its Bylaws on and after

the Effective Date of the Merger until further altered, amended, or repealed in accordance with the laws of the State of Arizona.

1.4 Terms of Merger

(a) At the Effective Time, the Courier Capital Stock and Telex Capital Stock shall be converted into shares of UPS Common Stock as follows:

(i) Each share of Courier Capital Stock issued and outstanding and held immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, be converted to the right to have issued on behalf of the holders thereof 761,7945 issued and outstanding and fully paid and non-assessable shares of UPS Common Stock, subject to certain adjustments and restrictions as provided in the Reorganization Agreement.

(ii) Each share of Telex Capital Stock issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, be converted to the right to have issued on behalf of the holders thereof 83,8920 issued and outstanding and fully paid and non-assessable shares of UPS Common Stock, subject to certain adjustments and restrictions as provided in the Reorganization Agreement.

(b) All shares of Courier Capital Stock and Telex Capital Stock, by virtue of the Merger and without any action on the part of the holders thereof, shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate representing such shares shall thereafter cease to have any rights with respect to such shares except the right to receive the consideration set forth above for such shares upon the surrender of such certificate or certificates.

(c) No fractional shares of UPS Common Stock shall be issued, but in lieu of any such fractional shares of such stock, each shareholder of the Merging Corporations who would otherwise have been entitled to a fraction of a share upon surrender of stock certificates for exchange pursuant to Section 1.4 (a) above will be paid an amount in cash (without interest) representing the value of such fractional share.

(d) Each share of Courier Capital Stock and Telex Capital Stock held in the treasury of the First Merging Corporation and the Second Merging Corporation, respectively, shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, be canceled and retired and cease to exist.

(e) All of the shares of Sonic Capital Stock issued and outstanding as of the Effective Time shall remain issued and outstanding after the Effective Time and shall be unaffected by the Merger.

(f) The total number of shares of UPS Common Stock to be issued on behalf of the holders of Courier Capital Stock and Telex Capital Stock in exchange for their shares of Courier Capital Stock and Telex Capital Stock shall be subject to adjustment after the Effective Date in accordance with the Reorganization Agreement. The Reorganization Agreement provides for the issuance of certain additional shares ("Contingent Shares") not to exceed 2.8 million in the aggregate.

(g) A portion of the shares of UPS Common Stock issued pursuant to the merger shall be placed in escrow as security for certain indemnities and contingencies and the balance of the shares shall be held pursuant to a Stock Trust Agreement, all as provided in the Reorganization Agreement.

1.5 Exchange of Share Certificates.

(a) At the Effective Date, each shareholder or other holder of shares of Courier Capital Stock and Telex Capital Stock issued and outstanding at the Effective Time shall surrender the certificate or certificates representing such shares to UPS and UPS shall promptly upon surrender issue on behalf of the shareholders all of the UPS Common Stock issuable on their behalf at the Effective Time pursuant to Section 1.4 above and the Reorganization Agreement. The certificate or certificates of Courier Capital Stock and Telex Capital Stock so surrendered shall be duly endorsed as UPS may require. After the Effective Time, each outstanding certificate that represented shares of Courier Capital Stock or Telex Capital Stock as of the Effective Time shall be deemed for all corporate purposes to evidence only the right of the holder thereof to receive such person's share of the Merger consideration set forth in Section 1.4 above and the Reorganization Agreement in exchange therefor.

(b) After the Effective Time, there shall be no transfers of the shares of Courier Capital Stock or Telex Capital Stock on the stock transfer books of the Surviving Corporation which were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for the consideration provided in Section 1.4 above in accordance with the procedures set forth in this Section 1.5 and the Reorganization Agreement.

ARTICLE II

MISCELLANEOUS

2.1 Accounting Matter. Except as provided herein or in the Reorganization Agreement with respect to the cancellation of the outstanding shares of Courier Capital Stock and Telex Capital Stock, upon the Effective Time the assets, liabilities, reserves, and accounts of the Constituent Corporations shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets, liabilities, reserves, and accounts shall have been carried on the books of the Constituent Corporations immediately prior to the Effective Time, subject to appropriate adjustments.

2.2 Further Assurances. If at any time after the Effective Date, the Surviving Corporation deems it necessary or advisable that any further assignments or assurances in law are required to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, title to, and possession of, any property or right of the Merging Corporations acquired or to be acquired as a result of the Merger, the Merging Corporations and their proper officers and directors immediately prior to the effectuation of the Merger shall execute and deliver any deed, assignment, or other document and take any such other action as may be requested by the Surviving Corporation, and such proper officers and directors are fully authorized in the name and on behalf of the Merging Corporations or otherwise to take any and all action.

2.3 Approval. This Plan of Merger shall be submitted for approval by the holders of Courier Capital Stock and Telex Capital Stock at an annual or special meeting of shareholders of each Merging Corporation, and this Plan of Merger constitutes the approval thereof by written consent of UPS in its capacity as sole shareholder of the Surviving Corporation.

2.4 Termination and Abandonment. At any time prior to the Effective Date and for any reason, this Plan of Merger may be terminated and abandoned by the Boards of Directors of all the Merging Corporations. Upon any such termination, this Plan of Merger shall become null and void and have no effect, without any liability to any person on the part of the Constituent Corporations or their shareholders, directors, or officers, except as otherwise provided in the Reorganization Agreement.

2.5 Amendment. At any time prior to the Effective Date and for any reason, this Plan of Merger may be amended by an agreement in writing executed in the same manner as this Plan of Merger; provided, however, that after approval of this Plan of Merger by the shareholders of the Constituent Corporations, this Plan of Merger may not be amended, except by agreement of the shareholders of the Constituent Corporations, without such further approval as is required by law, to the extent that such amendment would (i) alter or change the amount or kind of shares to be received by the shareholders of the Merging Corporations, or (ii) effect any alteration or change that would adversely affect the shareholders of the Constituent Corporations.

2.6 Headings. The headings in this Plan of Merger are inserted for convenience only and shall not constitute a part hereof.

DATED this 17 day of February, 1995.

Attest:

SONIC COURIERS OF ARIZONA, INC.,
an Arizona corporation

By: Dexter H. Hewett
Its: Secretary

Attest:

By: Ray R. Thurston
Its: Secretary

Attest:

By: John A. [unclear]
Its: Secretary

By: Ray R. Thurston
Its: President

SONIC TELEX SERVICES, INC., an Arizona corporation

By: Amy L. Thurston
Its: President

SONIC AIR, INC., an Arizona corporation

By: Kent C. [unclear]
Its: President