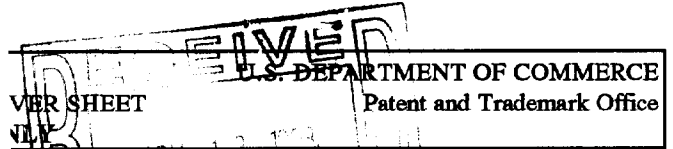


11-16-1998



100877408



MRD 11-9-98

To the Honorable Commissioner

and the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

AXTIVE SOFTWARE CORPORATION
3100 McKinnon Street, Ste. 800
Dallas, TX 75201

2. Name and Address of Party(ies) receiving an interest:

AXTIVE SOFTWARE CORPORATION
3100 McKinnon, Ste. 800
Dallas, TX 75201

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

- Individual
- General Partnership
- Corporation - Texas
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: November 7, 1996

4. Application number(s) or registration number(s). Additional sheet attached? Yes X No

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,140,004; 2,140,005; 2,159,847

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

Name: Anna Conyers Kuhn, Esq.
Baker & Botts, L.L.P.
Street Address: 2001 Ross Avenue
City: Dallas
State: Texas Zip: 74201

6. Number of applications and registrations involved: 3

7. Amount of fee enclosed or authorized to be charged: \$90.00

8. Deposit account number (Attach duplicate copy of this form 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.

Anna Conyers Kuhn
Name of Person Signing

Signature

11-9-98
Date

Total number of pages including cover sheet 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

11/13/1998 DNGUYEN 00000216 2159847

Commissioner of Patent and Trademarks

Box Assignments

Washington, D.C. 20231

01 FC:481

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02 FC:482

50.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 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, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

FILED
 In the Office of the
 Secretary of State of Texas
 NOV 07 1996
 Corporations Section

ARTICLES OF MERGER

of

**AXTIVE SOFTWARE CORPORATION,
 a California corporation**

with and into

**AXTIVE SOFTWARE CORPORATION,
 a Texas corporation**

November 6, 1996

Pursuant to the provisions of Article 5.04 of the Business Corporation Act of the State of Texas (the "TBCA"), the undersigned corporations do hereby adopt the following Articles of Merger for the purpose of merging Axtive Software Corporation, a California corporation ("Axtive California"), with and into Axtive Software Corporation, a Texas corporation ("Axtive Texas").

ARTICLE I

A copy of the Agreement and Plan of Merger (the "Merger Agreement") relating to the merger of Axtive California with and into Axtive Texas (the "Merger"), as adopted by each of Axtive California in accordance with Section 1101 of the California General Corporation Law (the "CGCL") and Axtive Texas in accordance with Article 5.03 of the TBCA, is attached hereto as Attachment A.

ARTICLE II

The approval of the shareholders of each of Axtive California and Axtive Texas is required to effect the Merger Agreement. The number of shares outstanding of each class of stock of each of Axtive California and Axtive Texas and the number of shares voted for and against the Merger Agreement, respectively, are as follows:

Axtive California

Designation of Class	Number of Shares Outstanding	Number of Shares Voted for the Plan of Merger	Number of Shares Voted Against the Plan of Merger
Common Stock, no par value	30,000	30,000	0

Axtive Texas

Designation of Class	Number of Shares Outstanding	Number of Shares Voted for the Plan of Merger	Number of Shares Voted Against the Plan of Merger
Common Stock, having a par value of \$0.01 per share	1,000	1,000	0

ARTICLE III

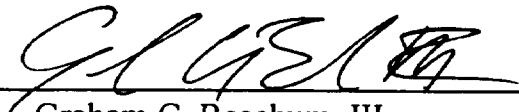
The approval of the Agreement and Plan of Merger by Axtive California has been duly authorized by all corporate action required under the laws of the State of California, the Articles of Incorporation of such corporation and the Bylaws of such corporation.

ARTICLE IV

The Merger will become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Texas.

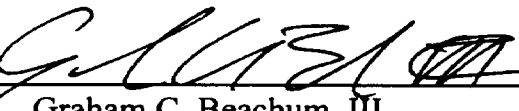
IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be duly executed as of the date first written above.

**AXTIVE SOFTWARE CORPORATION,
a California corporation**

By: 

Graham C. Beachum, III
President

**AXTIVE SOFTWARE CORPORATION,
a Texas corporation**

By: 

Graham C. Beachum, III
President

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ATTACHMENT A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), entered into as of October 24, 1996, by and between Axtive Software Corporation, a California corporation ("Axtive California"), and Axtive Software Corporation, a Texas corporation ("Axtive Texas"),

W I T N E S S E T H:

WHEREAS, the sole director of Axtive California has determined that it is desirable and in the best interests of Axtive California and its sole shareholder to effect the merger (the "Merger") of Axtive California with and into Axtive Texas upon the terms and conditions set forth herein and has recommended that this Agreement be approved by the sole shareholder of Axtive California;

WHEREAS, the sole shareholder of Axtive California has approved this Agreement in accordance with the provisions of Section 1201 of the California General Corporation Law (the "California Act"); and

WHEREAS, the sole director of Axtive Texas has determined that it is desirable and in the best interests of Axtive Texas and its sole shareholder to effect the Merger upon the terms and conditions set forth herein and has recommended that this Agreement be approved by the sole shareholder of Axtive Texas; and

WHEREAS, the sole shareholder of Axtive Texas has approved this Agreement in accordance with Article 5.03 of the Texas Business Corporation Act (the "Texas Act"); and

WHEREAS, as of the date hereof, the authorized capital stock of Axtive California consists of 10,000,000 shares of Common Stock, no par value ("Axtive California Common Stock"); and

WHEREAS, as of the date hereof, the authorized capital stock of Axtive Texas consists of 50,000 shares of Common Stock, having a par value of \$0.01 per share ("Axtive Texas Common Stock");

NOW THEREFORE, in consideration of the premises, the terms and conditions set forth herein, the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Surviving Corporation.* Upon the terms and subject to the conditions set forth herein, and in accordance with the California Act and the Texas Act, at the Effective Time

(as hereinafter defined), Axtive California shall be merged with and into Axtive Texas and the separate corporate existence of Axtive California shall thereupon cease. Axtive Texas shall be the surviving corporation (the "Surviving Corporation") in the Merger and shall continue to be governed by the laws of the State of Texas.

SECTION 2. *Effectiveness.* The Merger shall be effected through the filing of articles of merger with the Secretary of State of the State of Texas as provided in Article 5.04 of the Texas Act (collectively, the "Articles of Merger") and the filing of a copy of the Articles of Merger, certified by the Secretary of State of the State of Texas, with the Secretary of State of the State of California as provided in Section 1108(d) of the California Act. The Merger shall be effective as of the time of filing of the Articles of Merger with the Secretary of State of the State of Texas, or at such other time and date as may be specified in the Articles of Merger in accordance with applicable law (the "Effective Time").

SECTION 3. *Terms and Conditions.*

(a) At the Effective Time, all rights, title and interests to all real estate and all other property owned by Axtive California and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of Axtive California of any kind or character shall be vested in Axtive Texas without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred. From and after the Effective Time, Axtive Texas shall be liable and responsible for all liabilities and obligations of Axtive California of any kind or character, and any proceeding pending against Axtive California may be continued as if the Merger had not taken place, or Axtive Texas any may be substituted in place of Axtive California in any such proceeding.

(b) At the Effective Time, all rights, title and interests to all real estate and other property owned by Axtive Texas and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of Axtive Texas of any kind or character shall remain vested in Axtive Texas and shall be unaffected and unimpaired by the Merger. From and after the Effective Time, Axtive Texas shall continue to be liable and responsible for all of its liabilities and obligations of any kind or character.

SECTION 4. *Capital Stock.*

(a) By virtue of the Merger and without any action on the part of the sole shareholder of Axtive California or any other person or entity, each share of Axtive California Common Stock that is issued and outstanding immediately prior to the Effective Time shall be converted into one-tenth of one share of Axtive Texas Common Stock. The shares of Axtive California Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate evidencing any shares of Axtive California Common Stock shall cease to have any rights with

respect thereto, except the right to receive the shares of Axtive Texas Common Stock issuable upon conversion thereof in accordance with the provisions set forth herein.

(b) By virtue of the Merger and without any action on the part of the shareholders of Axtive Texas or any other person or entity, the shares of Axtive Texas Common Stock that are issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and no payment shall be made in respect thereof.

SECTION 5. *Articles of Incorporation.* The Articles of Incorporation of Axtive Texas, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, until amended as provided by law.

SECTION 6. *Bylaws.* The Bylaws of Axtive Texas, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Bylaws of the Surviving Corporation, until amended as provided by law.

SECTION 7. *Directors and Officers.* The directors and officers of Axtive Texas immediately prior to the Effective Time shall continue to serve as directors and officers of the Surviving Corporation.


SECTION 8. *Amendment.* Subject to the applicable provisions of the California Act and the Texas Act, this Agreement may be amended, modified or supplemented by the parties hereto, by action taken by their respective boards of directors, at any time prior to the Effective Time.

SECTION 9. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, except to the extent that the laws of the State of California apply to the Merger, to which extent the laws of the State of California shall govern (in each case without regard to any conflicts of law principles that would require the application of the laws of any other state or jurisdiction).


SECTION 10. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, undersigned have caused this Agreement to be executed as of the date first above written.

AXTIVE SOFTWARE CORPORATION,
a California corporation

By: 
Name: Graham C. Beachum, III
Title: President

AXTIVE SOFTWARE CORPORATION,
a Texas corporation

By: 
Name: Graham C. Beachum, III
Title: President