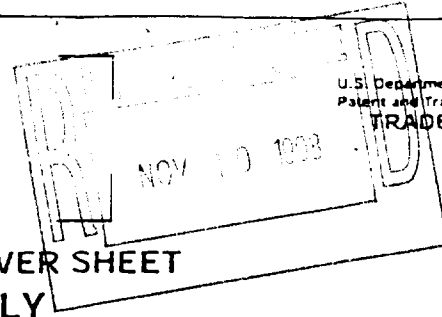


11-16-1998



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11/10/98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

11/13/1998 DNGUYEN 00000204 1098347

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

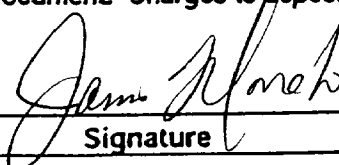
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James F. Donato



11/2/98

Name of Person Signing

Signature

Date Signed

RECEIVED
MAY 22 1998
SECRETARY OF STATE

ARTICLES OF MERGER
OF

TELEPHONE AND DATA SYSTEMS, INC., an Iowa corporation

WITH AND INTO

TELEPHONE AND DATA SYSTEMS, INC., a Delaware corporation

TO THE SECRETARY OF STATE
OF THE STATE OF IOWA:

Pursuant to the provisions of Section 1105 of the Iowa Business Corporation Act, the undersigned surviving corporation hereby adopts the following Articles of Merger:

1. The names of the corporations participating in the merger and the states under the laws of which they are respectively organized are as follows:

<u>Corporation Name</u>	<u>State of Incorporation</u>
Telephone and Data Systems, Inc.	Iowa
Telephone and Data Systems, Inc.	Delaware

2. The name of the surviving corporation is Telephone and Data Systems, Inc., and such corporation shall be governed by the laws of the state of Delaware.

3. The merger is permitted under Delaware law.

4. A copy of the Agreement and Plan of Merger is attached hereto and made a part hereof as Exhibit A.

5. Approval by the shareholders of Telephone and Data Systems, Inc., an Iowa corporation, was required. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the plan of merger was as follows:

<u>Voting Group</u>	<u>Number of Shares Outstanding</u>	<u>Number of Votes Entitled to be Cast</u>
(i) Common Shares, Series A Common Shares and Preferred Shares (Voting Together)	N/A	123,600,295
(ii) Common Shares	53,945,671	53,945,671
(iii) Series A Common Shares	6,936,277	69,362,770
(iv) Preferred Shares issued before Oct. 31, 1981	8,899	8,899
(v) Preferred Shares issued after Oct. 31, 1981	282,955	282,955

6. The total number of undisputed votes cast in favor of the plan of merger by each voting group was as follows:

<u>Voting Group</u>	<u>Number of Votes Cast In Favor</u>
(i) Common Shares, Series A Common Shares and Preferred Shares (Voting Together)	97,527,679
(ii) Common Shares	31,875,787
(iii) Series A Common Shares	65,472,510
(iv) Preferred Shares issued before Oct. 31, 1981	6,464
(v) Preferred Shares issued after Oct. 31, 1981	172,918

7. The number of votes cast in favor of the plan of merger by each voting group was sufficient for approval by each such voting group.

8. Telephone and Data Systems, Inc., a Delaware corporation and the surviving foreign corporation of the merger, appoints the Secretary of State of Iowa as its agent for service of process in a proceeding to enforce any obligations or the rights of dissenting shareholders of Telephone and Data Systems, Inc., an Iowa corporation.

9. The effective date of this document is May 22, 1998.

IN WITNESS WHEREOF, the undersigned surviving corporation has caused these articles of merger to be executed as of the 22nd day of May, 1998.

TELEPHONE AND DATA SYSTEMS, INC.,
a Delaware corporation

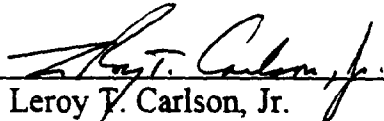
By: 
Leroy V. Carlson, Jr.
President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of March 6, 1998 (the "Merger Agreement"), between Telephone and Data Systems, Inc., an Iowa corporation ("TDS Iowa"), and Telephone and Data Systems, Inc., a Delaware corporation ("TDS Delaware"), (collectively, the "Constituent Corporations");

WITNESSETH:

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and in the best interests of such corporation and its shareholders that TDS Iowa be merged with and into TDS Delaware, with TDS Delaware being the surviving corporation (the "Merger"); and, except as set forth herein, that in such Merger all outstanding shares of capital stock of TDS Iowa be converted into corresponding shares of capital stock of TDS Delaware as hereinafter provided; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has approved this Merger Agreement;

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

ARTICLE I
THE MERGER

Section 1.1 The effective time of the Merger (the "Effective Time") shall occur at the latest of (i) the time and date that a certificate of merger is duly filed with the Secretary of State of the State of Delaware with respect to the Merger or such later date and time as is set forth therein and (ii) the time and date that articles of merger are duly filed with the Secretary of State of the State of Iowa with respect to the Merger or such later date and time as is set forth herein.

Section 1.2 At the Effective Time, TDS Iowa shall be merged with and into TDS Delaware, with TDS Delaware being the surviving corporation of the Merger (the "Surviving Corporation"). At the Effective Time, the corporate existence of TDS Iowa shall cease and TDS Delaware, as the Surviving Corporation, shall succeed to all the business, properties, assets and liabilities of TDS Iowa and TDS Delaware. The Merger shall have the effect set forth in Section 259(a) of the Delaware General Corporation Law; the Surviving Corporation shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of each of the Constituent Corporations, and all obligations belonging to or due each of the Constituent Corporations, all of which shall be vested in the Surviving Corporation without further act or deed; title to any real estate or any interest in the real estate vested in either Constituent Corporation shall not revert or in any way be impaired by reason of the Merger; the Surviving Corporation shall thenceforth be liable for all the pre-existing obligations of each Constituent Corporation, including liabilities to dissenting shareholders.

Section 1.3 From and after the Effective Time the Certificate of Incorporation of TDS Delaware, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until altered, amended or repealed in accordance with the laws of the State of Delaware and the Certificate of Incorporation of the Surviving Corporation.

Section 1.4 From and after the Effective Time, the Bylaws of TDS Delaware, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, until altered, amended or repealed in accordance with the laws of the State of Delaware and the Certificate of Incorporation and Bylaws of the Surviving Corporation.

Section 1.5 The number of directors in each class of directors of TDS Iowa immediately prior to the Effective Time shall be the number of directors in each class of directors of TDS Delaware from and after the Effective Time until such number is altered in accordance with the laws of the State of Delaware and the Certificate of Incorporation and Bylaws of the Surviving Corporation. The directors of TDS Iowa immediately prior to the Effective Time shall be the directors of TDS Delaware from and after the Effective Time and shall hold office from and after the Effective Time in the same classes as in effect immediately prior to the Effective Time in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

Section 1.6 The officers of TDS Iowa immediately prior to the Effective Time shall be the officers of the Surviving Corporation from and after the Effective Time and shall hold the same offices from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

Section 1.7 At the Effective Time, each agreement, option or other right to acquire shares of capital stock of TDS Iowa outstanding immediately prior to the Effective Time shall, automatically and without further act of TDS Iowa, TDS Delaware or any holder thereof, become an agreement, option or such other right to acquire shares of capital stock of TDS Delaware, as the Surviving Corporation, subject to the same terms and conditions and the same price applicable to such agreement, option or other right immediately prior to the Effective Time.

Section 1.8 Except as contemplated herein, the assets, liabilities, reserves and accounts of TDS Iowa and TDS Delaware 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 TDS Iowa and TDS Delaware immediately prior to the Effective Time, subject to such adjustments, and such elimination of intercompany items, as may be appropriate to give effect to the Merger, including any Dissenting Shares (as hereinafter defined).

Section 1.9 The Surviving Corporation hereby consents to be sued and served with process in the State of Iowa in any proceeding in the State of Iowa to enforce against the Surviving Corporation any obligation of TDS Iowa, or to enforce the rights of a dissenting shareholder of TDS Iowa, and the Surviving Corporation hereby irrevocably appoints the Secretary of the State of Iowa as its agent to accept service of process in any such proceeding in the State of Iowa.

ARTICLE II CONVERSION OF SHARES

Section 2.1 At the Effective Time, all of the shares of capital stock of TDS Delaware issued or outstanding immediately prior to the Effective Time shall, automatically and without further act of TDS Iowa, TDS Delaware or any holder thereof, be cancelled and cease to exist, without any consideration being payable therefor.

Section 2.2 At the Effective Time and as a result of the Merger, each issued share of capital stock (including any such share held as a treasury share) of TDS Iowa shall, automatically and without further act of either of the Constituent Corporations or of the holder thereof, be extinguished and converted into corresponding issued shares of capital stock of the Surviving Corporation as follows:

<u>Each Share of TDS Iowa</u>	<u>Shares of Surviving Corporation</u>
Common Share	One Common Share
Series A Common Share	One Series A Common Share
Series A Preferred Share	One Series A Preferred Share
Series B Preferred Share	One Series B Preferred Share
Series D Preferred Share	One Series D Preferred Share
Series G Preferred Share	One Series G Preferred Share
Series H Preferred Share	One Series H Preferred Share
Series N Preferred Share	One Series N Preferred Share
Series O Preferred Share	One Series O Preferred Share

Each Share of TDS Iowa

Series S Preferred Share
Series U Preferred Share
Series BB Preferred Share
Series DD Preferred Share
Series EE Preferred Share
Series GG Preferred Share
Series HH Preferred Share
Series II Preferred Share
Series JJ Preferred Share
Series KK Preferred Share
Series LL Preferred Share
Series QQ Preferred Share
Series RR Preferred Share
Series SS Preferred Share
Series TT Preferred Share

Shares of
Surviving Corporation

One Series S Preferred Share
One Series U Preferred Share
One Series BB Preferred Share
One Series DD Preferred Share
One Series EE Preferred Share
One Series GG Preferred Share
One Series HH Preferred Share
One Series II Preferred Share
One Series JJ Preferred Share
One Series KK Preferred Share
One Series LL Preferred Share
One Series QQ Preferred Share
One Series RR Preferred Share
One Series SS Preferred Share
One Series TT Preferred Share

Section 2.3 (a) Each person who, as a result of the Merger holds one or more certificates which theretofore represented one or more shares of TDS Iowa shall surrender such certificate to the Surviving Corporation (or to any agent designated for such purpose by it) and, upon such surrender, the Surviving Corporation shall, within a reasonable time, deliver to such person in substitution and exchange therefor one or more certificates evidencing the number of shares of any class of capital stock of the Surviving Corporation which such person is entitled to receive in accordance with the terms of this Merger Agreement in substitution for the number of shares of TDS Iowa theretofore represented by each certificate so surrendered; *provided, however*, that such holders shall not be required to surrender any such certificates until such certificates would normally be surrendered for transfer on the books of the issuing corporation in the ordinary course of business.

(b) If there be delivered to the Surviving Corporation (or to an agent designated for such purpose by it) by any person who is unable to produce a certificate for surrender to the Surviving Corporation in accordance with Section 2.3(a):

(i) evidence to the satisfaction of the Surviving Corporation that such certificate has been lost, wrongfully taken or destroyed, and

(ii) such security or indemnity as may be requested or required by the Surviving Corporation to save it harmless, and

(iii) evidence to the satisfaction of the Surviving Corporation that such person was the owner of the shares theretofore represented by each certificate claimed by him to be lost, wrongfully taken or destroyed and that he is the person who would be entitled to present such certificate for exchange pursuant to this Merger Agreement,

then the Surviving Corporation, in the absence of actual notice to it that any shares of TDS Iowa theretofore represented by any such certificate have been acquired by a bona fide purchaser, may deliver to such person one or more certificates evidencing the share of the Surviving Corporation, that such person would have been entitled to receive upon surrender of each such lost, wrongfully taken or destroyed certificate.

(c) If one or more shares of the Surviving Corporation, issuable as provided in this Merger Agreement upon surrender of a certificate formerly representing shares of TDS Iowa, are to be issued to a person other than the person in whose name such surrendered certificate was registered on the books of TDS Iowa at the Effective Time, it shall be a condition precedent to the issuance of each such share of the Surviving Corporation that such surrendered certificate shall be properly endorsed and otherwise in proper form for transfer and accompanied by such documents as may be required by the Surviving Corporation, in its discretion, and that the person surrendering such certificate pay to the Surviving Corporation (or to any agent designated for such purpose by it) any transfer or other taxes required by reason of issuance of one or more shares of the Surviving Corporation to a person other than the registered holder of such surrendered

certificate, or establish to the satisfaction of the Surviving Corporation (or of such agent) that such tax has been paid or is not payable.

Section 2.4 The provisions of Sections 2.1 through 2.3 inclusive shall not apply to TDS Iowa Shares (the "Dissenting Shares") held by TDS Iowa shareholders who do not vote such TDS Iowa Shares in favor of the approval and adoption of this Merger Agreement and the Merger and who deliver a written notice to TDS Iowa in the manner required by Division XIII of the Iowa Business Corporation Act, stating the intention to demand payment of the fair value of such TDS Iowa Shares if the Merger is effected, and if such holders of TDS Iowa Shares take all other action required in the manner provided in Division XIII of the Iowa Business Corporation Act. Such holders shall be entitled to payment for such TDS Iowa Shares in accordance with the provisions of Division XIII of the Iowa Business Corporation Act if applicable.

ARTICLE III TERMINATION AND ABANDONMENT; AMENDMENT

Section 3.1 The Merger contemplated by this Merger Agreement may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the Effective Time and for any reason, without notice of such action to the other Constituent Corporation, notwithstanding approval of this Merger Agreement by the stockholders of one or both of the Constituent Corporations.

Section 3.2 From time to time and at any time prior to the Merger Date, the Merger Agreement may be amended by an agreement in writing executed in the same manner as this Merger Agreement, after authorization of such action by the Boards of Directors of the Constituent Corporations, but no such amendment made subsequent to the adoption of this Merger Agreement by the stockholders of either of the Constituent Corporations shall (a) alter or change the amount or kind of shares or other consideration to be received by the stockholders in the Merger, (b) alter or change any of the terms and conditions of this Merger Agreement if such alternation or change would adversely affect the holders of any class or series of stock of such Constituent Corporation or (c) otherwise violate applicable law.

ARTICLE IV MISCELLANEOUS

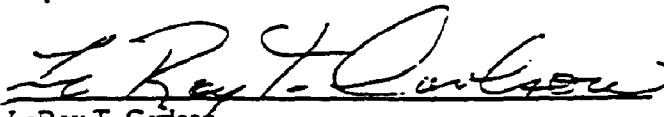
Section 4.1 Expenses of Merger. From and after the Effective Time, TDS Delaware shall pay all unpaid expenses of carrying this Merger Agreement into effect and accomplishing the Merger.

Section 4.2 Further Assurances. If, at any time from and after the Effective Time, TDS Delaware shall consider or be advised that if any further assignment or assurance in law is necessary or desirable to vest in TDS Delaware the title to any property or rights of TDS Iowa, the proper officers of TDS Delaware are hereby authorized, in the name of TDS Iowa, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in TDS Delaware and otherwise to carry out the purposes of this Merger Agreement.

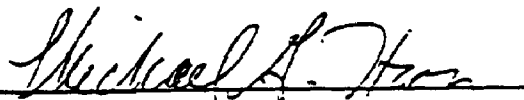
Section 4.3 Approval. This Merger Agreement shall be submitted for approval by the shareholders of TDS Iowa at an annual or special meeting of shareholders.

IN WITNESS WHEREOF, this Merger Agreement has been executed on behalf of the Constituent Corporations by their duly authorized officers on this 6th day of March, 1998.

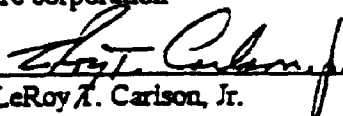
TELEPHONE AND DATA SYSTEMS, INC.,
an Iowa corporation

By: 
LeRoy T. Carlson
Chairman


Attest:

By: 
Michael G. Hron
Secretary

TELEPHONE AND DATA SYSTEMS, INC.
a Delaware corporation

By: 
LeRoy A. Carlson, Jr.
President

Attest:

By: 
Michael G. Hron
Secretary

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER BETWEEN
TDS IOWA AND TDS DELAWARE

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TELEPHONE AND DATA SYSTEMS, INC.", A IOWA CORPORATION,
WITH AND INTO "TELEPHONE AND DATA SYSTEMS, INC." UNDER THE
NAME OF "TELEPHONE AND DATA SYSTEMS, INC.", A CORPORATION
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF
MAY, A.D. 1998, AT 2:05 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2796205 8100M

981198447

AUTHENTICATION: 9098441

DATE: 05-22-98

TRADEMARK

REEL: 1813 FRAME: 0011

CERTIFICATE OF MERGER**OF****TELEPHONE AND DATA SYSTEMS, INC., an Iowa corporation****WITH AND INTO****TELEPHONE AND DATA SYSTEMS, INC., a Delaware corporation**

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware, DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Corporation Name</u>	<u>State of Incorporation</u>
Telephone and Data Systems, Inc.	Iowa
Telephone and Data Systems, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation of the merger is Telephone and Data Systems, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of the surviving corporation shall be the Restated Certificate of Incorporation of Telephone and Systems, Inc., a Delaware corporation, as filed with the Secretary of State of Delaware on MAY 22ND 1998.

FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of Telephone and Systems, Inc., a Delaware corporation and the surviving corporation, the address of which is 30 North LaSalle Street, Suite 4000, Chicago, Illinois, 60602.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of either of the constituent corporations.

FROM RICHARDS, FINGER & LAYTON #1

(FRI) 5.22'98 14:57/ST. 14:19/NO. 4861004972 P 86

SEVENTH: The authorized capital stock of Telephone and Data Systems, Inc., an Iowa corporation that is the only constituent corporation to the merger which is not a corporation organized and existing under Delaware law, is as follows:

<u>Class of Stock</u>	<u>Number of Shares</u>		<u>Par Value (per share)</u>
	<u>Authorized</u>		
Preferred Shares	5,000,000		No par value
Common Shares	100,000,000		\$1.00 per share
Series A Common Shares	25,000,000		\$1.00 per share
<i>Total Authorized Shares:</i>	<i>130,000,000</i>		

TELEPHONE AND DATA SYSTEMS, INC.,
a Delaware corporation

By: *LeRoy T. Carlson, Jr.*
LeRoy T. Carlson, Jr.
Its: President

Date: *MAY 22ND, 1998*
