

TUCKER FLYER & LEWIS, P.C

11-19-1998

RE

MEP
11-16-98Suite 400
1615 L Street, N.W.
Washington, D.C. 20036-5612
(202) 452-8600

100903043

<p>1. NAME OF CONVEYING PARTY(IES):</p> <p>AON CONSULTING, INC. (a Florida corporation); AON CONSULTING, INC. (a Michigan corporation); AON CONSULTING, INC. (a Minnesota corporation); ALEXANDER & ALEXANDER CONSULTING GROUP INC. (a New Jersey corporation)</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY(IES):</p> <p>AON CONSULTING, INC. A New Jersey Corporation 123 North Wacker Drive Chicago, IL 60606</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - Revised cover sheet</p> <p>3a. EXECUTION DATE: April 17, 1998 3b. EFFECTIVE DATE: April 17, 1998</p>	<p>2a. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2b. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4a. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>4b. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 823,778 – BENEFACTS</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. NAME AND ADDRESS OF CORRESPONDENT:</p> <p>Henry W. Leeds, Esq. Tucker, Flyer & Lewis, Esq. 1615 L Street, N.W. Washington, D.C. 20036-5612</p> <p>Our Ref:29850.313</p>	
<p>6. TOTAL NUMBER OF TITLES: 10</p> <p>7. TOTAL FEE: \$ 0</p> <p>8. CHECK ENCLOSED: YES (CHARGES ANY ADDITIONAL FEES TO DEPOSIT ACCOUNT NO. 20-1582)</p> <p>(File cover page in duplicate)</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Tina M. Pompey</i> Date: <u>11/10/98</u> Tina M. Pompey 1 of <u>13</u></p>

I hereby certify that a copy of this document is being deposited with the United States Postal Service by **First Class Mail**, addressed to: **BOX: ASSIGNMENT/FEE**, The Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, this 10th day of November, 1998

Lo Lina Thomas

SCHEDULE A

REG. NO.

MARK

1,163,204	CLEARWRITE
1,165,940	CLEARWRITE Logo
1,195,709	BENEFLASH Logo
1,763,632	NESTEGG
1,782,913	BENEFACFS
1,916,390	NEST EGG
2,026,263	RADFORD NETWORK
2,093,858	COMPENSATION DESIGN GROUP
2,102,413	WORKSHARING

CERTIFICATE OF MERGER

OF

FILED

APR 21 1998

LONNA R. HOOKS
Secretary of State

AON CONSULTING, INC.
a Florida corporation

AON CONSULTING, INC.
a Michigan corporation

AON CONSULTING, INC.
a Minnesota corporation

ALEXANDER & ALEXANDER CONSULTING GROUP INC.
a New Jersey corporation

INTO

AON CONSULTING, INC.
a New Jersey corporation

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Sections 14A:10-1, 14A:10-4.1 and 14A:10-7 Corporations, General, of the New Jersey Statutes, the undersigned corporations hereby execute the following Certificate of Merger.

ARTICLE ONE

The names of the corporation proposing to merge and the names of the states under the laws of which such corporations are organized, are as follows:

Name of Corporation	State of Incorporation
<u>Aon Consulting, Inc.</u>	<u>Florida</u>
<u>Aon Consulting, Inc.</u>	<u>Michigan</u>
<u>Aon Consulting, Inc.</u>	<u>Minnesota</u>
<u>Alexander & Alexander Consulting Group Inc.</u>	<u>New Jersey</u>
<u>Aon Consulting, Inc.</u>	<u>New Jersey</u>

ARTICLE TWO

The laws of the States of Florida, Michigan and Minnesota the states under which such foreign corporations are organized, permit such mergers and that the applicable provisions of the laws of said jurisdictions under which each such foreign corporation was organized have been, or upon compliance with filing and recording requirements will have been, complied with.

ARTICLE THREE

The name of the surviving corporation is Aon Consulting, Inc., a New Jersey corporation,

and it shall be governed by the laws of State of New Jersey.

The total authorized capital stock of the surviving corporation shall be 2,500 shares, par value of shares within a class as follows:

Class	Number of Shares	Par Value Per Share
Common	2,500	\$0.01

The address of the surviving corporation's registered office is 830 Bear Tavern Road, West Trenton, New Jersey 08628 and the name of the registered agent at such address is The Prentice-Hall Corporation System, New Jersey, Inc.

ARTICLE FOUR

The attached Plan of Merger was approved by the shareholders and the directors of the undersigned domestic corporations in the manner prescribed by the New Jersey Business Corporation Act, and was approved by the undersigned foreign corporations in the manner prescribed by the laws of the State under which each corporation is organized.

ARTICLE FIVE

As to each corporation whose shareholders are entitled to vote, the number of shares entitled to vote thereon, and if the shares of any class or series are entitled to vote thereon as a class, the designation and number of shares of each class or series, is as follows:

Name of Corporation	Total Number of Shares Entitled To Vote	Designation of Class or Series Entitled to Vote as a Class (if any)	Number of Shares of such Class or Series (if any)
<u>Aon Consulting, Inc. a Florida corporation</u>	<u>99,000</u>	<u>Common</u>	<u>99,000</u>
<u>Aon Consulting, Inc. a Michigan corporation</u>	<u>46,470</u>	<u>Common</u>	<u>46,470</u>
<u>Aon Consulting, Inc. a Minnesota corporation</u>	<u>1,000</u>	<u>Common</u>	<u>1,000</u>
<u>Alexander & Alexander Consulting Group Inc. a New Jersey corporation</u>	<u>1,111</u>	<u>Common</u>	<u>1,111</u>
<u>Aon Consulting, Inc. a New Jersey corporation</u>	<u>1,111</u>	<u>Common</u>	<u>1,111</u>

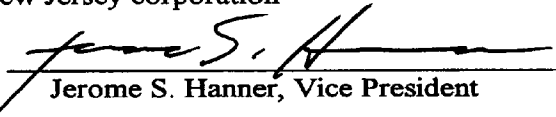
ARTICLE SIX

As to each corporation whose shareholders are entitled to vote, the number of shares that voted for and against the merger respectively, and the number of shares of any class or series entitled to vote as a class that vote for and against the merger are:

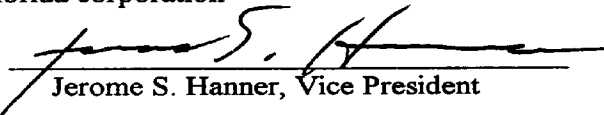
Name of Corporation	Total Shares Voted for	Total Shares Voted Against	Class	Shares Voted For	Shares Voted Against
<u>Aon Consulting, Inc. a Florida corporation</u>	<u>99,000</u>	<u>0</u>	<u>Common</u>	<u>99,000</u>	<u>0</u>
<u>Aon Consulting, Inc. a Michigan corporation</u>	<u>46,470</u>	<u>0</u>	<u>Common</u>	<u>46,470</u>	<u>0</u>
<u>Aon Consulting, Inc. a Minnesota corporation</u>	<u>1,000</u>	<u>0</u>	<u>Common</u>	<u>1,000</u>	<u>0</u>
<u>Alexander & Alexander Consulting Group, Inc. a New Jersey corporation</u>	<u>1,111</u>		<u>Common</u>	<u>1,111</u>	<u>0</u>
<u>Aon Consulting, Inc. a New Jersey corporation</u>	<u>1,111</u>	<u>0</u>	<u>Common</u>	<u>1,111</u>	<u>0</u>

IN WITNESS WHEREOF each of the undersigned corporations has caused this Certificate of Merger to be executed in its name by its Vice President as of the 17th day of April, 1998.

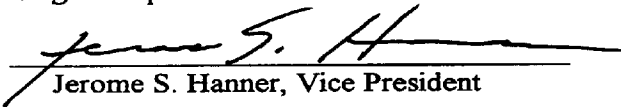
AON CONSULTING, INC.
a New Jersey corporation

By: 
Jerome S. Hanner, Vice President


AON CONSULTING, INC.
a Florida corporation

By: 
Jerome S. Hanner, Vice President

AON CONSULTING, INC.
a Michigan corporation

By: 
Jerome S. Hanner, Vice President

AON CONSULTING, INC.
a Minnesota corporation

By: 
Jerome S. Hanner, Vice President

**ALEXANDER & ALEXANDER
CONSULTING GROUP INC.**
a New Jersey corporation

By: 
Jerome S. Hanner, Vice President

Exhibit A

**PLAN OF MERGER FOR AON CONSULTING, INC. (A NEW JERSEY CORPORATION) AND
ALEXANDER & ALEXANDER CONSULTING GROUP INC.
(A NEW JERSEY CORPORATION)**

1. Parties: The parties to the merger are as follows: Aon Consulting, Inc., a New Jersey corporation ("Aon"), and Alexander & Alexander Consulting Group Inc., a New Jersey corporation ("A&A").
2. Survivor: A&A will merge into Aon; the surviving corporation shall be Aon.
3. Terms: At the Effective Time (defined below), and contemporaneously with the merger, A&A will merge into Aon, Aon will merge A&A into itself, and the separate existence of A&A shall cease ("Merger"). Aon will assume all of the rights, liabilities and obligations of each of the merging companies. The proper officers of each corporation will execute all such documents and take such action as may be necessary to effect this Merger between the parties and to transfer all of the property, rights, duties and obligations of A&A to Aon.
4. Share Conversion: At the Effective Time, and contemporaneously with the Merger, each issued and outstanding share of stock of Aon shall be and remain issued and outstanding. Each issued and outstanding share of stock of A&A and each share of stock of A&A held in treasury shall be canceled without consideration and the holders of certificates, which before the merger represented shares of A&A, will surrender their certificates for cancellation.
5. Officers & Directors: As of the Effective Time, the officers and directors of A&A immediately prior to the Effective Time shall be removed, and the officers and directors of Aon immediately prior to the Effective Time shall be the officers and directors of the surviving company.
6. Effective Time: The Merger shall be effective on the date and at the time of filing the Articles of Merger with the proper departments of the states of incorporation of the companies.
7. Amendment and Termination: The Plan of Merger may be amended or terminated and abandoned by the Board of Directors of either party at any time prior to the Effective Time.

PLAN OF MERGER FOR AON CONSULTING, INC. (A NEW JERSEY CORPORATION) AND AON CONSULTING, INC. (A FLORIDA CORPORATION)
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1. Parties: The parties to the merger are as follows: Aon Consulting, Inc., a New Jersey corporation ("Aon-NJ"), and Aon Consulting, Inc., a Florida corporation ("Aon-FL").
2. Survivor: Aon-FL will merge into Aon-NJ; the surviving corporation shall be Aon-NJ.
3. Terms: At the Effective Time (defined below), and contemporaneously with the merger, Aon-FL will merge into Aon-NJ, Aon-NJ will merge Aon-FL into itself, and the separate existence of Aon-FL shall cease ("Merger"). Aon-NJ will assume all of the rights, liabilities and obligations of each of the merging companies. The proper officers of each corporation will execute all such documents and take such action as may be necessary to effect this Merger between the parties and to transfer all of the property, rights, duties and obligations of Aon-FL to Aon-NJ.
4. Share Conversion: At the Effective Time, and contemporaneously with the Merger, each issued and outstanding share of stock of Aon-NJ shall be and remain issued and outstanding. Each issued and outstanding share of stock of Aon-FL and each share of stock of Aon-FL held in treasury shall be canceled without consideration and the holders of certificates, which before the merger represented shares of Aon-FL, will surrender their certificates for cancellation.
5. Officers & Directors: As of the Effective Time, the officers and directors of Aon-FL immediately prior to the Effective Time shall be removed, and the officers and directors of Aon-NJ immediately prior to the Effective Time shall be the officers and directors of the surviving company, and shall be deemed to be elected automatically and without further action on behalf of the surviving, to serve as such until the next annual meeting of the surviving company and until their successors are duly elected and qualified or until their earlier resignation or removal.
6. Effective Time: The Merger shall be effective on the date and at the time of filing the Articles of Merger with the proper departments of the states of incorporation of the companies.
7. Amendment and Termination: The Plan of Merger may be amended or terminated and abandoned by the Board of Directors of either party at any time prior to the Effective Time.

Exhibit A

PLAN OF MERGER FOR AON CONSULTING, INC. (A NEW JERSEY CORPORATION) AND AON CONSULTING, INC. (A MINNESOTA CORPORATION)

- 1. Parties: The parties to the merger are as follows: Aon Consulting, Inc., a New Jersey corporation ("Aon-NJ"), and Aon Consulting, Inc., a Minnesota corporation ("Aon-MN").
- 2. Survivor: Aon-MN will merge into Aon-NJ; the surviving corporation shall be Aon-NJ.
- 3. Terms: At the Effective Time (defined below), and contemporaneously with the merger, Aon-MN will merge into Aon-NJ, Aon-NJ will merge Aon-MN into itself, and the separate existence of Aon-MN shall cease ("Merger"). Aon-NJ will assume all of the rights, liabilities and obligations of each of the merging companies. The proper officers of each corporation will execute all such documents and take such action as may be necessary to effect this Merger between the parties and to transfer all of the property, rights, duties and obligations of Aon-MN to Aon-NJ.
- 4. Share Conversion: At the Effective Time, and contemporaneously with the Merger, each issued and outstanding share of stock of Aon-NJ shall be and remain issued and outstanding. Each issued and outstanding share of stock of Aon-MN and each share of stock of Aon-MN held in treasury shall be canceled without consideration and the holders of certificates, which before the merger represented shares of Aon-MN, will surrender their certificates for cancellation.
- 5. Officers & Directors: As of the Effective Time, the officers and directors of Aon-MN immediately prior to the Effective Time shall be removed, and the officers and directors of Aon-NJ immediately prior to the Effective Time shall be the officers and directors of the surviving company, and shall be deemed to be elected automatically and without further action on behalf of the surviving, to serve as such until the next annual meeting of the surviving company and until their successors are duly elected and qualified or until their earlier resignation or removal.
- 6. Effective Time: The Merger shall be effective on the date and at the time of filing the Articles of Merger with the proper departments of the states of incorporation of the companies.
- 7. Amendment and Termination: The Plan of Merger may be amended or terminated and abandoned by the Board of Directors of either party at any time prior to the Effective Time.

Exhibit A

**PLAN OF MERGER FOR AON CONSULTING, INC. (A NEW JERSEY CORPORATION) AND
AON CONSULTING, INC. (A MICHIGAN CORPORATION)**

1. Parties: The parties to the merger are as follows: Aon Consulting, Inc., a New Jersey corporation ("Aon-NJ"), and Aon Consulting, Inc., a Michigan corporation ("Aon-MI").
2. Survivor: Aon-MI will merge into Aon-NJ; the surviving corporation shall be Aon-NJ.
3. Terms: At the Effective Time (defined below), and contemporaneously with the merger, Aon-MI will merge into Aon-NJ, Aon-NJ will merge Aon-MI into itself, and the separate existence of Aon-MI shall cease ("Merger"). Aon-NJ will assume all of the rights, liabilities and obligations of each of the merging companies. The proper officers of each corporation will execute all such documents and take such action as may be necessary to effect this Merger between the parties and to transfer all of the property, rights, duties and obligations of Aon-MI to Aon-NJ.
4. Share Conversion: At the Effective Time, and contemporaneously with the Merger, each issued and outstanding share of stock of Aon-NJ shall be and remain issued and outstanding. Each issued and outstanding share of stock of Aon-MI and each share of stock of Aon-MI held in treasury shall be canceled without consideration and the holders of certificates, which before the merger represented shares of Aon-MI, will surrender their certificates for cancellation.
5. Officers & Directors: As of the Effective Time, the officers and directors of Aon-MI immediately prior to the Effective Time shall be removed, and the officers and directors of Aon-NJ immediately prior to the Effective Time shall be the officers and directors of the surviving company, and shall be deemed to be elected automatically and without further action on behalf of the surviving, to serve as such until the next annual meeting of the surviving company and until their successors are duly elected and qualified or until their earlier resignation or removal.
6. Effective Time: The Merger shall be effective on the date and at the time of filing the Articles of Merger with the proper departments of the states of incorporation of the companies.
7. Amendment and Termination: The Plan of Merger may be amended or terminated and abandoned by the Board of Directors of either party at any time prior to the Effective Time.