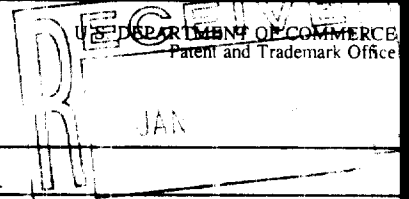


01-13-1999



100941187

OVER SHEET
ONLY



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 TRAVELOGIX, INC. WRD
1-11-99

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of FLORIDA
 Other _____

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

2. Name and address of receiving party(ies):
 Name: New Travelogix, Inc.

Internal Address: _____

Street Address: 9420 Research Blvd, Suite III - 260

City: Austin State: Texas ZIP: 78759

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date August 26, 1997

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

If assignee is not domiciled in the United States, a domestic representative designation is attached
 Yes No
 (Designation 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)
75/252,014

B. Trademark registration No. (s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Russell N. Rippamonti
Jenkins & Gilchrist, P.C.
 Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City Dallas State: Texas Zip: 75202-2799

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.

(If check is not received with this correspondence or additional fees are required please charge to deposit account 10-0447)

8. Deposit Account number: 10-0447
 (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.

Russell N. Rippamonti
 Name of Person Signing

Russell Rippamonti
 Signature

1/6/99
 Date

Total number of pages comprising cover sheet: 18

ARTICLES OF MERGER

OF

TRAVELOGIX, INC.
(a Florida Corporation)

INTO

NEW TRAVELOGIX, INC.
(a Texas Corporation)

97 OCT -3 PM 2:55
6107
TALLAHASSEE - FL 32304

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and the foreign corporation herein named do hereby adopt and execute the following Articles of Merger for the purpose of merging the domestic corporation with and into the foreign corporation.

1. The names of the constituent corporations are Travelogix, Inc., a business corporation organized under the laws of the State of Florida ("Travelogix Florida"), and subject to the Florida Business Corporation Act, and New Travelogix, Inc., a business corporation organized under the laws of the State of Texas ("Travelogix Texas"), and subject to the Texas Business Corporation Act.

2. The laws of the state under which Travelogix Texas is organized permit such merger and Travelogix Texas is complying with those laws in effecting the merger.

3. Travelogix Texas will comply with Section 607.1105 of the Florida Business Corporation Act and Travelogix Florida will comply with the applicable provisions of Sections 607.1101 through 607.1104 of the Florida Business Corporation Act.


4. Annexed hereto and made a part hereof is the Agreement and Plan of Merger (the "Plan") for merging Travelogix Florida with and into Travelogix Texas, as approved by the Board of Directors and shareholders of each constituent corporation.

5. The Plan was adopted by the sole shareholder and the Board of Directors of Travelogix Florida on August 26, 1997, and was adopted by the sole shareholder and the Board of Directors of Travelogix Texas on August 26, 1997.

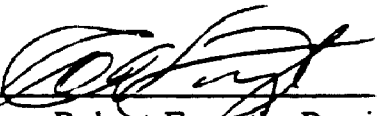
6. Travelogix Texas will continue to exist as the surviving corporation under the name Travelogix, Inc. pursuant to the provisions of the laws of the State of Texas and will be governed by said laws.

EXECUTED to be effective the 26 day of August, 1997.

TRAVELOGIX, INC., a Florida corporation

By: 
Robert Forsyth, President

NEW TRAVELOGIX, INC., a Texas corporation

By: 
Robert Forsyth, President



The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

1TRAVEL.COM, INC.
File No. 01452797-00

ARTICLES OF MERGER
ARTICLES OF MERGER

OCTOBER 10, 1997
SEPTEMBER 24, 1998



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on December 28, 1998.

Alberto R. Gonzales
Secretary of State

MAC

TRADEMARK
REEL: 1838 FRAME: 0839

**ARTICLES OF MERGER
OF
TRAVEL SOLUTIONS, INC.
INTO
TRAVELOGIX, INC.**

<p>FILED In the Office of the Secretary of State of Texas OCT 10 1997 Corporations Section</p>
--

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), the undersigned corporations, Travel Solutions, Inc., a Texas corporation, and Travelogix, Inc., a Texas corporation, adopt the following Articles of Merger for the purpose of merging Travel Solutions, Inc. with and into Travelogix, Inc. in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

1. Plan of Merger. The Agreement and Plan of Merger (the "Plan") which was approved by the Board of Directors and sole shareholder of each of the undersigned corporations in the manner prescribed by the TBCA is attached hereto as Exhibit A.

2. Number of Outstanding Shares and Designation by Class. As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan are as follows:


<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares Entitled to Vote as a Class</u>
Travel Solutions, Inc.	20,000	Common	20,000
Travelogix, Inc.	2,000,000	Common	2,000,000

3. Voting. As to each of the undersigned corporations, the total number of shares voted for and against the Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against the Plan, respectively, are as follows:


<u>Name of Corporation</u>	<u>Number of Shares Voted For Merger</u>	<u>Number of Shares Voted Against Merger</u>
Travel Solutions, Inc.	20,000	(0)
Travelogix, Inc.	2,000,000	(0)

EXECUTED as of the 26 day of August, 1997.

TRAVEL SOLUTIONS, INC.

By  _____
Robert Forsyth, President

TRAVELOGIX, INC.

By  _____
Robert Forsyth, President

AGREEMENT AND PLAN OF MERGER

OF

TRAVEL SOLUTIONS, INC.
(a Texas corporation)

WITH AND INTO

TRAVELOGIX, INC.
(a Texas corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into effective as of the 26th day of August, 1997, pursuant to Article 5.01 of the Texas Business Corporation Act, by and between Travel Solutions, Inc., a Texas corporation ("**Travel Solutions**") and Travelogix, Inc., a Texas corporation ("**Travelogix**") (together, sometimes referred to as the "**Constituent Corporations**").

RECITALS:

WHEREAS, Travel Solutions is a corporation duly organized and existing under the laws of the State of Texas with authorized capital of one hundred thousand (100,000) shares of common stock, no par value, of which twenty thousand (20,000) shares are issued and outstanding (the "**Travel Solutions Common Stock**"); and

WHEREAS, Travelogix is a corporation duly organized and existing under the laws of the State of Texas with authorized capital of twenty-two million (22,000,000) shares, consisting of twenty million (20,000,000) shares of common stock, par value \$0.001 per share, of which two million (2,000,000) shares are issued and outstanding (the "**Travelogix Common Stock**") and two million (2,000,000) shares of preferred stock, par value \$0.001 per share, of which no shares are issued or outstanding (the "**Travelogix Preferred Stock**"); and

WHEREAS, the Constituent Corporations desire to consummate the Merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the parties hereto desire that Travel Solutions be merged with and into Travelogix pursuant to the terms and conditions of this Agreement; and

WHEREAS, the directors of each of Travel Solutions and Travelogix have approved and adopted this Agreement, each by unanimous written consent dated as of August 26, 1997; and

WHEREAS, Tallard Infologix N.V., formerly Travelogix Holdings, B.V., the sole shareholder of each of Travel Solutions and Travelogix, has approved and adopted this Agreement by written consent dated as of August 26, 1997;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby Travel Solutions and Travelogix hereby agree as follows:

1. Merger of Travel Solutions with and into Travelogix. At the Effective Time (as defined herein), Travel Solutions and Travelogix hereby agree that Travel Solutions shall merge with and into Travelogix, and Travelogix shall be the surviving corporation of such merger (the "**Merger**"), pursuant to the provisions of Article 5.01 of the Texas Business Corporation Act. Following the Merger, the separate corporate existence of Travel Solutions shall cease, and Travelogix shall continue as the surviving corporation (the "**Surviving Corporation**") and shall continue its corporate existence.

2. Name and Location of the Surviving Corporation. The name of the Surviving Corporation shall be Travelogix, Inc. The established office and business location of Travelogix shall be the office and location of the Surviving Corporation.

3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and the Bylaws (as then constituted) of Travelogix shall be and remain the Articles of Incorporation and Bylaws of the Surviving Corporation, until such Articles of Incorporation or Bylaws are amended, altered or repealed as provided by law.

4. Directors. The directors of the Surviving Corporation shall be the directors of Travelogix in office immediately prior to the Effective Time, and each of them, subject to the Bylaws of the Surviving Corporation and to the laws of the State of Texas, shall hold office from the Effective Time until his successor is duly elected or appointed and qualified or until the earlier of his death, incapacity, resignation or removal.

5. Officers. The officers of the Surviving Corporation shall be the officers of Travelogix in office immediately prior to the Effective Time, and each of them, subject to the Bylaws of the Surviving Corporation and to the laws of the State of Texas, shall hold office from the Effective Time until his successor is duly elected or appointed and qualified or until the earlier of his death, incapacity, resignation or removal.

6. Effect of Merger. At the Effective Time, Travelogix shall receive all of the property, rights, privileges, franchises, patents, trademarks, trade names, licenses, registrations and other assets of every kind and description of Travel Solutions, including, without limitation, all goodwill associated therewith (collectively, "**assets**"). Such assets shall be vested in and devolve upon Travelogix without further act and deed, and Travelogix shall assume all the liabilities of every kind and description of Travel Solutions.

7. Conversion of Shares and Other Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Travel Solutions, Travelogix or the holder of any of the shares and other securities of Travel Solutions or Travelogix, any and all shares and other securities or rights to acquire any shares or other securities of Travel Solutions issued and outstanding immediately prior to the Effective Time, including, but not limited to, the Travel

Solutions Common Stock, shall be canceled and extinguished without any consideration being exchanged therefor. The transfer books of Travel Solutions shall be closed and no transfer of Travel Solutions Common Stock or exercise of options to acquire the same shall be made at or after the Effective Time. Each share of Travelogix Common Stock issued and outstanding immediately prior to the Effective Time will remain an identical issued and outstanding share of the Surviving Corporation.

8. Effective Time. The Merger shall become effective on the date that either this Agreement or Articles of Merger shall have been filed with the Secretary of State of the State of Texas, in accordance with Article 5.04 of the Texas Business Corporation Act ("**Effective Time**").

9. Termination. This Agreement may be terminated and abandoned by decision of the Board of Directors of any corporation that is a party hereto, notwithstanding approval of this Agreement by the shareholders of all or any of the corporations that are parties hereto, at any time prior to the filing of this Agreement or Articles of Merger in accordance herewith. In the event of the termination and abandonment of this Agreement, this Agreement shall become void and have no effect, without any liability on the part of the party or parties electing so to terminate, or their respective directors, officers or shareholders in respect of this Agreement, except for liability of the parties for their respective expenses.

10. Amendment or Modification. This Agreement may be amended or modified at any time prior to the filing of this Agreement or Articles of Merger in accordance herewith; provided, however, that any amendment or modification subsequent to the adoption of this Agreement by the shareholders of any corporation that is a party hereto may not alter or change:

(a) the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation,

(b) any term of the Articles of Incorporation of Travelogix except as approved by the shareholders of each of the corporations that are parties hereto, or

(c) any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such corporation.

11. Sole Agreement of Parties. This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersede any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by both parties.

12. Further Assurances. Each party hereto agrees from time to time, as and when requested by the other party hereto, or by its successors or assigns, to execute and deliver, or to cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary

or desirable in order to vest in the Surviving Corporation title to and possession of any assets of Travel Solutions acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and directors of the parties hereto are fully authorized in the name of their respective corporations to take any and all such actions.

13. Headings. Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

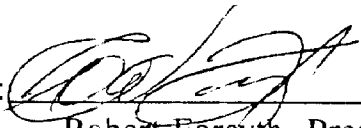
14. Gender; Plurals. Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

15. Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.


16. Multiple Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, this Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart shall bear the execution of each of the parties hereto, shall be deemed to be, and shall be construed as, one and the same Agreement.

IN WITNESS WHEREOF, Travel Solutions and Travelogix have caused this Agreement to be signed in their respective corporate names as of the date and year first above written.

TRAVEL SOLUTIONS, INC
(a Texas corporation)

By:  _____
Robert Forsyth, President

TRAVELOGIX, INC.
(a Texas corporation)

By:  _____
Robert Forsyth, President



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

PM/2H17

CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office

TRAVEL SOLUTIONS INC.

is, as of this date, in good standing with this office for the purpose of
merger, withdrawal, conversion when the converting entity will no longer be
subject to the franchise tax filing provisions, dissolution under Article 6.01
of the Texas Business Corporation Act or dissolution under Article 6.08 of
the Texas Limited Liability Company Act, having filed the required franchise
tax reports and having paid the franchise tax computed to be due
through December 31, 1997.

This certificate is not valid for the purpose of dissolution under Article 6.06
of the Texas Business Corporation Act.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 6th day of
October, 1997 A.D.

JOHN SHARP
Comptroller of Public Accounts

Charter/C.O.A. number: 01302345

ARTICLES OF MERGER

OF

TRAVELOGIX, INC.
(a Florida Corporation)

INTO

NEW TRAVELOGIX, INC.
(a Texas Corporation)

FILED
In the Office of the
Secretary of State of Texas
OCT 10 1997
Corporations Section

Pursuant to the provisions of the Texas Business Corporation Act, the domestic corporation and the foreign corporation herein named do hereby adopt the following Articles of Merger for the purpose of merging the foreign corporation with and into the domestic corporation.

1. The names of the constituent corporations are Travelogix, Inc., a business corporation organized under the laws of the State of Florida ("**Travelogix Florida**"), and subject to the Florida Business Corporation Act, and New Travelogix, Inc., a business corporation organized under the laws of the State of Texas ("**Travelogix Texas**"), and subject the Texas Business Corporation Act.

2. Annexed hereto and made a part hereof is the Agreement and Plan of Merger (the "**Plan**") for merging Travelogix Florida with and into Travelogix Texas, as approved by the Board of Directors and shareholders of each constituent corporation.

3. The number of shares of Travelogix Florida which were outstanding at the time of the approval of the Plan by its sole shareholder was four thousand (4,000), all of which were of one class. The number of shares of Travelogix Texas which were outstanding at the time of the approval of the Plan by its sole shareholder was two million (2,000,000), all of which were of one class.


4. The approval of the Plan by the sole shareholder of Travelogix Florida and by the sole shareholder of Travelogix Texas was by written consents, which consents have been given in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act and Article 9.10 of the Texas Business Corporation Act, respectively.

5. The approval of the Plan was duly authorized by all action required by the laws under which Travelogix Florida was incorporated and by its constituent documents.

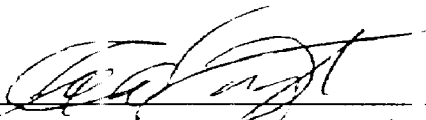
6. Travelogix Texas will continue to exist as the surviving corporation under the name Travelogix, Inc. pursuant to the provisions of the laws of the State of Texas and will be governed by said laws.

EXECUTED to be effective the 26 day of August, 1997.

TRAVELOGIX, INC., a Florida corporation

By: 
Robert Forsyth, President

NEW TRAVELOGIX, INC., a Texas corporation

By: 
Robert Forsyth, President

AGREEMENT AND PLAN OF MERGER

OF

TRAVELOGIX, INC.
(a Florida corporation),

WITH AND INTO

NEW TRAVELOGIX, INC.
(a Texas corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of the 26th day of August, 1997, pursuant to Section 607.1107 of the Florida Business Corporation Act and Article 5.01 of the Texas Business Corporation Act, by and between Travelogix, Inc., a Florida corporation ("**Travelogix Florida**") and New Travelogix, Inc., a Texas corporation ("**Travelogix Texas**").

RECITALS:

WHEREAS, Travelogix Florida is a corporation duly organized and existing under the laws of the State of Florida with authorized capital of ten thousand (10,000) shares of common stock, par value one dollar (\$1.00) per share, of which four thousand (4,000) shares are issued and outstanding (the "**Travelogix Florida Common Stock**"); and

WHEREAS, Travelogix Texas is a corporation duly organized and existing under the laws of the State of Texas with authorized capital of twenty-two million (22,000,000) shares, consisting of twenty million (20,000,000) shares of common stock, par value one-tenth cent (\$0.001) per share, of which two million (2,000,000) shares of common stock are issued and outstanding (the "**Travelogix Texas Common Stock**") and two million (2,000,000) shares of preferred stock, par value one-tenth cent (\$0.001) per share, of which no shares are issued or outstanding (the "**Travelogix Texas Preferred Stock**"); and

WHEREAS, Tallard Infologix N.V., formerly Travelogix Holdings, B.V., is the sole shareholder of both Travelogix Florida and Travelogix Texas; and

WHEREAS, Section 607.1107 of the Florida Business Corporation Act permits a merger between a Florida corporation and one or more corporations incorporated in states other than Florida with a corporation not incorporated in the State of Florida as the surviving corporation; and

WHEREAS, Article 5.01 of the Texas Business Corporation Act permits a merger of a corporation incorporated under the laws of another jurisdiction with and into a corporation incorporated under the laws of the State of Texas; and

WHEREAS, the parties hereto desire that Travelogix Florida be merged with and into Travelogix Texas pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Board of Directors of each of Travelogix Florida and Travelogix Texas has approved and adopted this Agreement, each by unanimous written consent dated as of August 26, 1997; and

WHEREAS, Tallard Infologix N.V., formerly Travelogix Holdings, B.V., the sole shareholder of each of Travelogix Florida and Travelogix Texas, has approved and adopted this Agreement by written consent dated as of August 26, 1997; and

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Travelogix Florida and Travelogix Texas hereby agree as follows:

✓ 1. Merger of Travelogix Florida with and into Travelogix Texas. At the Effective Time (as defined herein), Travelogix Florida and Travelogix Texas hereby agree that Travelogix Florida shall merge with and into Travelogix Texas, and Travelogix Texas shall be the surviving corporation of such merger (the "**Merger**"), pursuant to the provisions of Section 607.1107 of the Florida Business Corporation Act and Article 5.01 of the Texas Business Corporation Act. Following the Merger, the separate corporate existence of Travelogix Florida shall cease, and Travelogix Texas shall continue as the surviving corporation (the "**Surviving Corporation**") and shall continue its corporate existence

✓ 2. Name and Location of the Surviving Corporation. The name of the Surviving Corporation shall be changed to Travelogix, Inc. The established office and business location of Travelogix Texas shall be the office and location of the Surviving Corporation.

3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and the Bylaws (as then constituted) of Travelogix Texas shall be and remain the Articles of Incorporation and Bylaws of the Surviving Corporation, except that the name of the Surviving Corporation shall be changed to "Travelogix, Inc.," until such Articles of Incorporation or Bylaws are further amended, altered or repealed as provided by law.

4. Directors. The directors of the Surviving Corporation shall be the directors of Travelogix Texas in office immediately prior to the Effective Time, and each of them, subject to the Bylaws of the Surviving Corporation and to the laws of the State of Texas, shall hold office from the Effective Time until his successor is duly elected or appointed and qualified or until the earlier of his death, incapacity, resignation or removal.

5. Officers. The officers of the Surviving Corporation shall be the officers of Travelogix Texas in office immediately prior to the Effective Time, and each of them, subject to the Bylaws of the Surviving Corporation and to the laws of the State of Texas, shall hold office

from the Effective Time until his successor is duly elected or appointed and qualified or until the earlier of his death, incapacity, resignation or removal.

6. Effect of Merger. At the Effective Time, Travelogix Texas shall receive all of the property, rights, privileges, franchises, patents, trademarks, trade names, licenses, registrations and other assets of every kind and description of Travelogix Florida, including, without limitation, all goodwill associated therewith (collectively, "assets"). Such assets shall be vested in and devolve upon Travelogix Texas without further act and deed, and Travelogix Texas shall assume all the liabilities of every kind and description of Travelogix Florida.

7. Conversion of Shares and Other Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Travelogix Florida, Travelogix Texas or the holder of any of the shares and other securities of Travelogix Florida or Travelogix Texas, the following will occur:

(a) Any and all shares and other securities or rights to acquire any shares or other securities of Travelogix Florida issued and outstanding immediately prior to the Effective Time, including, but not limited to, the Travelogix Florida Common Stock, shall be converted into shares of common stock of the Surviving Corporation at the rate of five hundred (500) shares of common stock of the Surviving Corporation for every one (1) share of Travelogix Florida Common Stock. The transfer books of Travelogix Florida shall be closed and no transfer of Travelogix Florida Common Stock or exercise of options to acquire the same shall be made at or after the Effective Time.

(b) All shares and securities of Travelogix Texas issued and outstanding as of the Effective Time, including, but not limited to, the Travelogix Texas Common Stock, shall be canceled and extinguished, and the holder of such shares and securities shall receive the sum of \$2,000.00, in aggregate, in consideration therefor.

8. Effective Time. The Merger shall become effective on the date that either this Agreement or Articles of Merger shall have been filed with the Secretary of State of each of (i) the State of Florida, in accordance with Section 607.1105 of the Florida Business Corporation Act, and (ii) the State of Texas, in accordance with Article 5.04 of the Texas Business Corporation Act ("**Effective Time**").

9. Termination. This Agreement may be terminated and abandoned by decision of the Board of Directors of any corporation that is a party hereto, notwithstanding approval of this Agreement by the shareholders of all or any of the corporations that are parties hereto, at any time prior to the filing of this Agreement or Articles of Merger in accordance herewith. In the event of the termination and abandonment of this Agreement, this Agreement shall become void and have no effect, without any liability on the part of the party or parties electing to so terminate, or their respective directors, officers or shareholders in respect of this Agreement, except for liability of the parties for their respective expenses.

10. Amendment or Modification. This Agreement may be amended or modified at any time prior to the filing of this Agreement or Articles of Merger in accordance herewith; provided, however, that any amendment or modification subsequent to the adoption of this Agreement by the shareholders of any corporation that is a party hereto may not alter or change:

(a) the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation,

(b) any term of the Articles of Incorporation of Travelogix Texas except as approved by the shareholders of each of the corporations that are parties hereto, or

(c) any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such corporation.

11. Sole Agreement of Parties. This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersede any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by both parties.

12. Further Assurances. Each party hereto agrees from time to time, as and when requested by the other party hereto, or by its successors or assigns, to execute and deliver, or to cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in the Surviving Corporation title to and possession of any assets of Travelogix Florida acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and directors of the parties hereto are fully authorized in the name of their respective corporations to take any and all such actions.

13. Headings. Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14. Gender; Plurals. Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

15. Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added


automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

16. Multiple Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, this Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart shall bear the execution of each of the parties hereto, shall be deemed to be, and shall be construed as, one and the same Agreement.


17. Consent to Service of Process. After the Effective Date, the Surviving Corporation may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Travelogix Florida or Travelogix Texas, as well as for enforcement of any obligations of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of Sections 607.1302 of the Florida Business Corporation Act, and Travelogix Texas, as the Surviving Corporation, does hereby irrevocably appoint the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding arising in such state. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Florida is Travelogix, Inc., 10370 Richmond Avenue, Suite 750, Houston, Texas 77042 (Attn: Robert Forsyth).

IN WITNESS WHEREOF, Travelogix Florida and Travelogix Texas have caused this Agreement to be signed in their respective corporate names as of the date and year first above written.

TRAVELOGIX, INC.
(a Florida corporation)

By: 
Robert Forsyth, President

NEW TRAVELOGIX, INC.
(a Texas corporation)

By: 
Robert Forsyth, President



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

PM/2H17

CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office

TRAVELOGIX INC.

is, as of this date, in good standing with this office for the purpose of
merger, withdrawal, conversion when the converting entity will no longer be
subject to the franchise tax filing provisions, dissolution under Article 6.01
of the Texas Business Corporation Act or dissolution under Article 6.08 of
the Texas Limited Liability Company Act, having filed the required franchise
tax reports and having paid the franchise tax computed to be due
through December 31, 1997

This certificate is not valid for the purpose of dissolution under Article 5.06
of the Texas Business Corporation Act.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 6th day of
October, 1997 A.D.

JOHN SHARP
Comptroller of Public Accounts

Charter/C.O.A. number: 00093056