

02-17-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MPD 2-11-99

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09/29/97

Name

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

FOR OFFICE USE ONLY

02/17/1999 JSMBDZZ 00000004 1913809

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1854 FRAME: 0505

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1913809"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.)

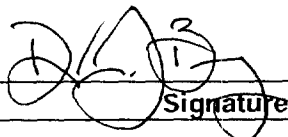
Deposit Account Number: #

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.

DAVID G. BRAY
Name of Person Signing


Signature

2/9/99
Date Signed

State of Florida



Department of State

I certify from the records of this office that Articles of Merger were filed on September 26, 1997 merging CAL ACQUISITION CORPORATION, a Florida corporation into CARNIVAL AIR LINES, INC. which simultaneously changed its name to PAN AMERICAN AIRWAYS CORP., the surviving corporation.

The document number of the surviving corporation is M97226.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-ninth day of January, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

TRADEMARK

REEL: 1854 FRAME: 0507

Case 1:97-cv-00000-UNA

FILED

**ARTICLE I
AGREEMENT AND PLAN OF MERGER**

97 SEP 26 PM 4:25

These Articles and Agreement and Plan of Merger ("Agreement of Merger") were adopted on September 26, 1997, and entered into by and among Pan Am Corporation, a Florida corporation ("Pan Am"), CAL Acquisition Corporation, a Florida corporation ("Acquisition"), and Carnival Air Lines, Inc., a Florida corporation ("Carnival" or the "Surviving Corporation"). Acquisition and Carnival are herein sometimes collectively called the "Continuing Corporations."

WITNESSETH:

WHEREAS, Acquisition is a corporation duly organized and existing under the laws of the State of Florida and, as of the date hereof, the authorized capital stock of Acquisition consists of 100 shares of common stock, par value \$,0001 per share (the "Acquisition Common Stock"), of which 100 shares are issued and outstanding and owned, beneficially and of record, by Pan Am;

WHEREAS, Pan Am is a corporation duly organized and existing under the laws of the State of Florida and, as of the date hereof, the authorized capital stock of Pan Am consists of 100,000,000 shares of common stock, par value \$,0001 per share (the "Pan Am Common Stock") and 100,000,000 shares of Preferred Stock, par value \$,0001 per share;

WHEREAS, Carnival is a corporation duly organized and existing under the laws of the State of Florida and the authorized capital stock of Carnival consists of 20,000,000 shares of common stock, par value \$,0002105 per share (the "Carnival Common Stock"), of which 5,066,667 are issued and outstanding as of the date hereof; and

WHEREAS, Pan Am, Carnival, Acquisition, Air Holding Company, a Florida corporation, and certain shareholders of Carnival are parties to that certain Acquisition Agreement, dated as of the March 20, 1997, as amended (the "Agreement"), which sets forth certain representations, warranties and agreements in connection with the transactions therein and herein contemplated and which contemplates the merger of Acquisition with and into Carnival (the "Merger") in accordance with this Agreement of Merger.

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

ARTICLE I

1.1 **Merger:** Upon the terms and subject to the conditions set forth herein and in the Agreement, including, without limitation, the fulfillment or waiver by the applicable parties to the Agreement of all conditions precedent to the consummation of the transactions contemplated by the Agreement, Acquisition shall be merged with and into Carnival upon the filing of Articles of

Merger with the Secretary of State of the State of Florida in accordance with Section 607.1105 of the Florida Business Corporation Act (the "Act") (3:00 p.m. Eastern Time on the date of such filing with the Secretary of State of the State of Florida is referred to herein as the "Effective Time"; and the "Effective Date" of the Merger shall be the date of the Effective Time). The separate corporate existence of Acquisition shall thereupon cease and Carnival shall be the surviving corporation and the separate corporate existence of Carnival shall continue unaffected and unimpaired by the Merger except as otherwise provided for herein.

1.2 Approval by Shareholders This Agreement of Merger was adopted by the sole shareholder of Acquisition by written consent without a meeting on March 20, 1997 in the manner prescribed by the Act. This Agreement of Merger was adopted by the shareholders of the Surviving Corporation by written consent without a meeting on March 20, 1997 in the manner prescribed by the Act. In each case, the number of votes cast was sufficient for approval.

ARTICLE II

2.1 Articles of Incorporation of Surviving Corporation: From and after the Effective Time, and until further amended in accordance with the Act, the Articles of Incorporation of Carnival shall be the Articles of Incorporation of the Surviving Corporation except that, at the Effective Time the name of the Surviving Corporation shall be changed to "Pan American Airways Corp." and the authorized capital stock of Carnival shall be changed to One Thousand (1,000) shares of common stock, par value \$.0001 per share.

2.2 Bylaws of Surviving Corporation: The Bylaws of Carnival, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended in accordance with such Bylaws and applicable law.

2.3 Officers and Directors of Surviving Corporation: The officers of Acquisition immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation and the directors of Acquisition shall, after the Effective Time, be the directors of the Surviving Corporation, in each case until their respective successors are duly appointed or elected and qualified, or until their earlier death, resignation or removal.

2.4 Articles of Incorporation of Pan Am: The Articles of Incorporation of Pan Am shall not be affected by the Merger.

ARTICLE III

3.1 Impact on Carnival Common Stock and Acquisition Common Stock:

3.1.1 Conversion of Carnival Common Stock: At the Effective Time, each share of Carnival Common Stock which, immediately prior to the Effective Time, is issued and outstanding, shall be converted without any action on the part of the holder thereof into and be exchangeable for that number of shares of Pan Am Common Stock equal to a fraction, the numerator of which is 9,523,810, and the denominator of which is the number of shares of Carnival Common Stock issued and outstanding immediately prior to the Effective Time.

3.1.2 Conversion of Acquisition Common Stock: At the Effective Time, each share of Acquisition Common Stock that is issued and outstanding immediately prior to the Effective Time shall be converted without any action on the part of the holder thereof into one share of Common Stock, \$.0001 par value, of the Surviving Corporation.

3.1.3 Impact on Stock Options: At the Effective Time, each option to acquire shares of Carnival Common Stock shall have been previously exercised in full or otherwise terminated.

3.2 Exchange of Carnival Common Stock.

3.2.1 Issuance of Certificates Representing Pan Am Common Stock: As soon as practicable after the Effective Time, each holder of shares of Carnival Common Stock which, immediately prior to the Effective Time, were issued and outstanding shall surrender to Pan Am, or its duly appointed agent, any certificates which, immediately prior to the Effective Time, shall have represented any shares of Carnival Common Stock then issued and outstanding. Upon receipt of such surrendered share certificates, Pan Am shall issue and exchange therefor certificates for shares of Pan Am Common Stock, representing the number of shares of Pan Am Common Stock to which such holder is entitled as hereinabove provided.

3.2.2 Dividends: No dividends or other distributions declared after the Effective Time with respect to shares of Pan Am Common Stock and payable to the holders of record thereof after the Effective Time shall be paid with respect to the Carnival Common Stock converted into Pan Am Common Stock in the Merger until any unsurrendered certificates representing such shares of Pan Am Common Stock are surrendered as provided herein. Upon the surrender of any such outstanding certificates, however, there shall be paid to the record holder of the certificates of Carnival Common Stock issued in exchange for the shares of Pan Am Common Stock, the aggregate amount of dividends and distributions, if any, which theretofore became payable in respect of the shares of Pan Am Common Stock into which such Carnival Common Stock is converted, subject in any case to any applicable exchange laws and unclaimed property laws. No interest shall be payable on or in respect of the payment of such dividends on surrender of outstanding certificates.

3.2.3 Issuance Other than in Record Owner: If any cash or certificate representing shares of Pan Am Common Stock is to be paid to Pan Am or issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the payment of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall pay to the transfer agent any transfer or other taxes required by reason of the issuance of a certificate representing shares of Pan Am Common Stock in any name other than that of the registered holder of the certificate surrendered.

3.2.4 Fractional Shares: Notwithstanding any other provision of this Agreement of Merger, no cash or certificates or script representing fractional shares of Pan Am Common Stock shall be issued upon the conversion of shares which prior to the Effective Time shall have represented any then outstanding shares of Carnival Common Stock, no dividend or distribution of Pan Am shall relate to any fractional share otherwise issuable pursuant to the terms hereof and such fractional share interest will not entitle the owner thereof to vote or to any rights of a shareholder of Pan Am.

ARTICLE IV

4.1 Amendment: Subject to applicable law, this Agreement of Merger may be amended, modified or supplemented only by written agreement of Pan Am, Acquisition, and Carnival, or by the respective officers *incurto* duly authorized, at any time prior to the Effective Time.

4.2 Termination: This Agreement of Merger shall terminate upon the termination of the Agreement.

4.3 Counterparts: This Agreement of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

4.4 Governing Law: This Agreement of Merger shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to conflict of laws principles thereof.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Pan Am, Carnival and Acquisition have caused this Agreement of Merger to be executed in their respective corporate names by their respective officers on the day, month and year first above written.

PAN AM CORPORATION

By: _____
John J. Ogilby, Jr.
Secretary and Treasurer

CAL ACQUISITION CORPORATION

By: _____
John J. Ogilby, Jr.
Secretary and Treasurer

CARNIVAL AIR LINES, INC.

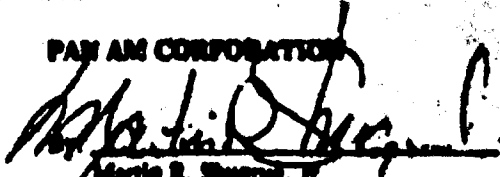
By: _____
Lee F. Booth
President

147-407407-0000-0000-0000

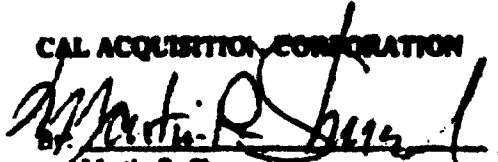
sent by: STEWART WEAVER

IN WITNESS WHEREOF, Pan Am, Carnival and Acquisition have caused this Agreement of Merger to be executed in their respective corporate names by their respective officers on the day, month and year first above written.

PAN AM CORPORATION


by Martin R. Shugart, Jr.
Chief Executive Officer and President

CAL ACQUISITION CORPORATION


by Martin R. Shugart, Jr.
Chief Executive Officer and President

CARNIVAL AIR LINES, INC.

By: _____
Leo P. Steele
President

1.0-4870497-02-2000-107.0

IN WITNESS WHEREOF, the said Carnival and Acquisition have caused this
document of Merger to be executed in their respective corporate names by their respective
officers on the day, month and year first above written.

PAN AM CORPORATION

By: _____
Martin R. Stagner, Jr.
Chief Executive Officer and President

CAL ACQUISITION CORPORATION

By: _____
Martin R. Stagner, Jr.
Chief Executive Officer and President

CARNIVAL AIR LINES, INC.

By: Lee P. Stacks
Lee P. Stacks
President