

02-23-1999

ORDINATION FORM COVER SHEET
TRADEMARKS ONLY



D

To the H. 100969469

66-91-2020

1. Name of conveying party(ies): Insurance Auto Auctions, Inc. Address of receiving party(ies):
02-16-1999
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26 Insurance Auto Auctions, Inc.

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

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

Internal Address: _____

Street Address: 850 East Algonquin Road, Suite 100

City: Schaumburg State: Illinois Zip: 60173

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Effective Date: August 14, 1997

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation Illinois
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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)

75/070,453

B. Trademark registration No.(s)

1,989,782 1,986,408 1,980,959 1,968,483
1,966,717 1,932,834 1,900,846 1,899,150

Additional numbers attached? Yes No

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

Name: Micah Onixt

Internal Address: Schiff Hardin & Waite

Street Address: 6600 Sears Tower

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41): \$565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-0409

(Attach duplicate copy of this page if paying by deposit account.)

02/22/1999 DNGUYEN 00000227 1989782

DO NOT USE THIS SPACE

FC:481 40.00 OP
FC:482 525.00 OP

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.

Micah Onixt
Name of Person Signing

Signature

February 16, 1999
Date

Total number of pages comprising cover sheet: 2

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Assignor: Insurance Auto Auctions, Inc. , a California corporation
Assignee: Insurance Auto Auctions, Inc., an Illinois corporation

ADDITIONAL TRADEMARK REGISTRATION NUMBERS

1,866,639
1,856,946
1,848,340
1,839,138
1,824,779
1,818,585
1,802,961
1,794,418
1,788,966
1,783,663
1,783,610
1,782,221
1,756,284

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF MERGER OF
INSURANCE AUTO AUCTIONS (ILLINOIS), INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 20TH day of AUGUST A.D. 19 97 and of the Independence of the United States the two hundred and 22ND.



George H. Ryan

Secretary of State

ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE

George H. Ryan
Secretary of State
Department of Business Services

File # 5953-635-4

SUBMIT IN DUPLICATE

FILED

PAID

AUG 20 1997

AUG 21 1997

GEORGE H. RYAN
SECRETARY OF STATE

This space for use by
Secretary of State

Date 8/20/97

Filing Fee \$ 100.00

Approved: 

DO NOT SEND CASH!
Remit payment in check or money order, payable to "Secretary of State." Filing fee is \$100, but if a merger or consolidation of more than 2 corporations, \$50 for each additional corporation.

NAME CHANGE

1. Names of the corporations proposing to ~~consolidate~~ ^{merge} ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country Of Incorporation	Corporation File No.
<u>Insurance Auto Auctions, Inc.</u>	<u>California</u>	<u>5839-396-7</u>
<u>Insurance Auto Auctions (Illinois), Inc.</u>	<u>Illinois</u>	<u>5953-635-4</u>

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the ~~new~~ ^{surviving} corporation: Insurance Auto Auctions (Illinois), Inc.

(b) it shall be governed by the laws of: Illinois

4. Plan of ~~consolidation~~ ^{merger} ~~exchange~~ is as follows: Please see attached agreement and plan of merger.

If not sufficient space to cover this point, add one or more sheets of this size.

EXPEDITED

EXPEDITED

AUG 20 1997

AUG 18 1997

SECRETARY OF STATE

SECRETARY OF STATE

5. Plan of ^{merger}~~consolidation~~_{exchange} was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30—90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with

§ 7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

<u>Name of Corporation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Insurance Auto Auctions (Illinois), Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Insurance Auto Auctions, Inc.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. (Not applicable if surviving, new or acquiring corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- The surviving, new or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

- a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Table with 3 columns: Name of Corporation, Total Number of Shares Outstanding of Each Class, Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation.

- b. (Not applicable to 100% owned subsidiaries) The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of the subsidiary corporations received? [] Yes [] No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in BLACK INK.)

Dated August 14, 19 97 Insurance Auto Auctions, Inc.
attested by Linda C. Larrabee by James P. Alampi
Linda Larrabee, Secretary James Alampi, President

Dated August 14, 19 97 Insurance Auto Auctions (Illinois), Inc.
attested by Linda C. Larrabee by James P. Alampi
Linda Larrabee, Secretary James Alampi, President

Dated _____, 19____
attested by _____ by _____

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (hereinafter called the "Merger Agreement") is made as of August 7, 1997, by and between Insurance Auto Auctions, Inc., a California corporation ("California Company"), and Insurance Auto Auctions (Illinois), Inc., an Illinois corporation ("Illinois Company"). California Company and Illinois Company are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of California Company consists of 5,000,000 shares of Preferred Stock, par value \$.001 per share, and 20,000,000 shares of Common Stock, par value \$.001 per share, and the authorized capital stock of Illinois Company consists of 5,000,000 Preferred Shares, without par value, and 20,000,000 Common Shares, without par value. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of said corporations that California Company merge with and into Illinois Company upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that California Company shall merge with and into Illinois Company on the following terms, conditions and other provisions.

I. TERMS AND CONDITIONS

1.1 *Merger.* California Company shall be merged with and into Illinois Company, and Illinois Company shall be the surviving corporation, effective upon the date when this Merger Agreement has been filed with the Secretary of State.
(the "Effective Date").

1.2 *Succession.* On the Effective Date, Illinois Company shall succeed to all of the rights, privileges / ^{immunities} and property of California Company.

1.3 *Common Stock of California Company.* Upon the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, each share of Common Stock of California Company outstanding immediately prior thereto shall be changed and converted into one fully paid and non-assessable Common Share of Illinois Company, without par value.

1.4 *Common Shares of Illinois Company.* Upon the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, each Common Share of Illinois Company outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued.

1.5 *Stock Certificates.* On and after the Effective Date, all of the outstanding certificates which prior to that time represented the shares of Common Stock of California Company shall be deemed for all purposes to evidence ownership of and to represent the Common


Shares of Illinois Company into which the shares of Common Stock of California Company represented by such certificates have been converted as herein provided. The registered owner on the books and records of Illinois Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to Illinois Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the Common Shares of Illinois Company evidenced by such outstanding certificate as above provided.

1.6 *Options; Purchase Rights.* Upon the Effective Date, Illinois Company will assume and continue California Company's 1991 Stock Option Plan (the "1991 Plan") and Employee Stock Purchase Plan. Each option to buy shares of Common Stock of California Company outstanding under the 1991 Plan and each right to purchase shares of Common Stock of California Company outstanding under the Employee Stock Purchase Plan shall become an option or purchase right, as the case may be, for the same number of Common Shares of Illinois Company with no other changes in the terms and conditions of such option or purchase right, including exercise or purchase price, effective upon the Effective Date. Upon the Effective Date, Illinois Company will assume the outstanding and unexercised portion of each such option and the obligations of California Company with respect thereto, and each outstanding purchase right under the Employee Stock Purchase Plan.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 *Articles of Incorporation and By-laws.* The Articles of Incorporation of Illinois Company in effect on the Effective Date

shall continue to be the Articles of Incorporation of Illinois Company without change or amendment, until further amended in accordance with the provisions thereof and applicable law; provided that upon the Effective Date, Article I of such Articles of Incorporation shall be amended to read as follows:

The name of the corporation is "Insurance Auto Auctions, Inc." 

The By-laws of Illinois Company in effect on the Effective Date, shall continue to be the By-laws of Illinois Company without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 *Directors.* The directors of California Company shall become the directors of Illinois Company on and after the Effective Date to serve until the expiration of their current terms and until their successors are elected and qualified.

2.3 *Officers.* The officers of California Company shall become the officers of Illinois Company on the Effective Date to serve at the pleasure of the Board of Directors.

III. MISCELLANEOUS

3.1 *Further Assurances.* From time to time, as and when required by Illinois Company or by its successors and assigns, there shall be executed and delivered on behalf of California Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise, in Illinois Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, franchises, and authority of California Company and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Illinois Company are fully authorized in the name and on behalf of California Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 *Abandonment.* At any time before the Effective Date, this Merger Agreement may be terminated and the merger may be abandoned by the Board of Directors of either California Company or Illinois Company or both, notwithstanding the approval of this Merger Agreement by the shareholders of California Company.

3.3 *Counterparts.* In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Merger Agreement.