

03-11-1999

RE

Docket No.:

MRD
10-14-98



MRD

3-8-99

100979839

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Glassmarks, Inc.

- Individual(s)
- General Partnership
- Corporation-State Washington
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 31, 1998

2. Name and address of receiving party(ies):

Name: Synergistic International, Inc.

Internal Address:

Street Address: 1020 North University Parks Drive

City: Waco State: Texas ZIP: 76707

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

886,720 1,066,930
1,066,929
1,075,690

Additional numbers Yes No

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

Name: Keith W. Medansky, Esq.

Internal Address:

Street Address: Rudnick & Wolfe

P.O. Box 64807

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-2284

10/19/1998 JSHADAZZ 00000181 886720

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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.

Keith W. Medansky

Name of Person Signing

Keith W. Medansky

Signature

10/9/98

Date

Total number of pages including cover sheet, attachments, and

9

TRADEMARK



The State of Texas

SECRETARY OF STATE CERTIFICATE OF MERGER

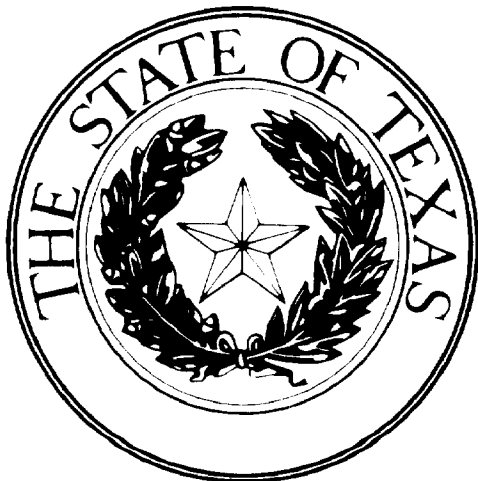
The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

GLASSMARKS, INC.
a Washington no permit entity
with
SYNERGISTIC INTERNATIONAL, INC.
a Texas corporation

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed SEPTEMBER 23, 1998

Effective SEPTEMBER 23, 1998



Alberto R. Gonzales
Secretary of State

TRADEMARK

REEL: 1865 FRAME: 0507

SEP 23 1998

CORPORATIONS SECTION

ARTICLES OF MERGER
merging
GLASSMARKS, INC.
(a Washington corporation)
with and into
SYNERGISTIC INTERNATIONAL, INC.
(a Texas corporation)

Pursuant to Article 5.04 of Texas Business Corporation Act, the undersigned parties, as President of SYNERGISTIC INTERNATIONAL, INC., a Texas corporation, and as President of GLASSMARKS, INC., a Washington corporation, respectively, certifies:

I.

One party to the merger is SYNERGISTIC INTERNATIONAL, INC., a corporation organized and existing under the laws of the State of Texas ("Synergistic"), its Certificate of Incorporation having been filed in the Office of the Secretary of State of Texas on July 27, 1998 and Charter No. 01500126 having been granted by the Office of the Secretary of State of Texas.

II.

Another party to the merger is GLASSMARKS, INC., a corporation organized and existing under the laws of the State of Washington ("Glassmarks"), its Certificate of Incorporation having been filed in the Office of the Secretary of State of Washington on March 12, 1993 and Charter (UBI) Number 601451089 having been granted by the Office of the Secretary of State of Washington.

III.

Synergistic has one (1) class of stock and the number of outstanding shares of stock is one thousand (1,000). The total number of shares of stock of all classes which Synergistic has the authority to issue is one million (1,000,000) shares of common stock with a par value of One Dollar (\$1) per share, having an aggregate par value of One Million Dollars (\$1,000,000).

IV.

Glassmarks has one (1) class of stock and the number of outstanding shares of stock is one hundred (100). The total number of shares of stock of all classes which Glassmarks has authority to issue is five hundred thousand (500,000) shares of common stock without par value.

V.

The terms and conditions of the Merger as set forth in these Articles of Merger were duly advised, authorized, and approved by Synergistic in the manner and by the vote required by its charter and the laws of the State of Texas. The Merger was (i) duly advised by the Board of Directors of the Survivor by the adoption on July 31, 1998, of a resolution approving an Agreement of Merger and directing that the proposed Agreement of Merger be submitted for action at a special meeting of the sole shareholder of the Survivor, and (ii) duly approved by unanimous written consent of The Dwyer Group, Inc., as the sole shareholder of Synergistic, on July 31, 1998

VI.

The terms and conditions of the Merger transaction as set forth in these Articles of Merger were duly advised, authorized, and approved by Glassmarks, in the manner and by the vote required by its charter and the laws of the State of Washington. The Merger was (i) duly advised by the Board of Directors of Glassmarks by the adoption on July 31, 1998, of a resolution declaring that the merger herein proposed was advisable substantially upon the terms and conditions set forth in these Articles of Merger, and directing that the proposed Merger be submitted for action thereon at a special meeting of the sole shareholder of Glassmarks, and (ii) duly approved by the unanimous written consent of the sole shareholder on July 31, 1998. The Dwyer Group, Inc., as the sole shareholder of Glassmarks, shall exchange its shares in Glassmarks for 100 shares of common stock of Synergistic.

VII.

An Agreement and Plan of Merger has been adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of Synergistic and Glassmarks (the "Merger"). The parties agree that Glassmarks shall be merged with and into Synergistic. The Certificate of Incorporation of Synergistic, as in effect on the date of the Merger provided for in the Agreement, shall continue in full force and effect as the Certificate of Incorporation of the Survivor. The following other provisions are deemed by the merging corporations necessary to effect the merger:

(a) The bylaws of Synergistic, as they shall exist on the effective date of this Merger, shall be the bylaws of the Survivor until the same shall be altered, amended, or repealed as therein provided.

(b) The initial members of Synergistic's Board of Directors shall continue to serve as the permanent Board of Directors of the Survivor subject to the restrictions of the Shareholders Agreement.

(c) The officers of Synergistic shall continue in the same offices, to assume the duties and responsibilities fixed by the bylaws, until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

(d) Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of Glassmarks shall be transferred to, vested in and devolve upon the Survivor without further act or deed, and all property, rights, and every other interest of Synergistic and Glassmarks, shall be as effectively the property of the Survivor as they were of Synergistic and Glassmarks respectively. Glassmarks hereby agrees from time to time, as and when requested by the Survivor or by the Survivor's successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Survivor may deem necessary or desirable in order to vest in and confirm to the Survivor's title to and possession of any property of Glassmarks acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of Glassmarks and the proper officers and directors of the Survivor are fully authorized in the name of Glassmarks or otherwise to take any and all such actions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 31st day of July, 1998.

SYNERGISTIC INTERNATIONAL, INC.

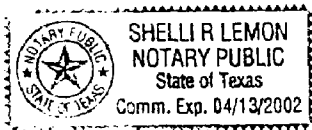
BY: Robert E. Tunmire, President

GLASSMARKS, INC.

BY: Robert E. Tunmire, President

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

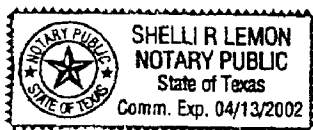
This instrument was acknowledged before me by ROBERT E. TUNMIRE, as President of SYNERGISTIC INTERNATIONAL, INC., a Texas corporation, on September 22, 1998.



Shelli R. Lemon
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

This instrument was acknowledged before me by ROBERT E. TUNMIRE, as President of GLASSMARKS, INC., a Washington corporation, on September 22, 1998.



Shelli R. Lemon
Notary Public, State of Texas

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 31st day of July, 1998, pursuant to Article 5.03 of the Texas Business Corporation Act, by and between GLASSMARKS, INC., a Washington corporation ("Glassmarks"), and SYNERGISTIC INTERNATIONAL, INC., a Texas corporation ("Survivor").

WHEREAS, Glassmarks and the Survivor desire to merge into a single corporation (the "Merger").

NOW, THEREFORE, Glassmarks and the Survivor, in consideration of the mutual covenants, agreements, and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

FIRST: The Survivor hereby merges with and into itself Glassmarks and Glassmarks shall be and hereby is merged with and into the Survivor with the Survivor being the surviving corporation of the Merger.

SECOND: The Certificate of Incorporation of the Survivor as heretofore amended and as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the Survivor.

THIRD: The sole shareholder of Glassmarks shall exchange its shares of Glassmarks for shares of Common Stock of the Survivor, par value \$1, on a one-to-one basis as follows:

<u>Shareholder</u>	<u>Shares</u>
The Dwyer Group, Inc.	100

FOURTH: The terms and conditions of merger are as follows:

A. The bylaws of the Survivor, as they shall exist on the Effective Date (as hereinafter defined) of this Merger, shall be the bylaws of the Survivor until the same shall be altered, amended, or repealed as therein provided.

B. The initial members of the Survivor's Board of Directors shall continue to serve as the permanent Board of Directors of the Survivor until the next annual meeting of shareholders and until their successors shall have been elected.

C. The officers of the Survivor shall continue in the same offices and to assume the duties and responsibilities fixed by the bylaws until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

D. This Merger shall become effective upon filing with the Secretary of State of Texas (the "Effective Date"). However for all accounting purposes the effective date of Merger shall be as of the close of business on July 31, 1998.

E. Upon the Effective Date, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of Glassmarks shall be transferred to, vested in and devolve upon the Survivor without further act or deed and all property, rights, and every other interest of the Survivor and Glassmarks shall be as effectively the property of the Survivor as they were of the Survivor

and Glassmarks respectively. Glassmarks hereby agrees from time to time, as and when requested by the Survivor or by the Survivor's successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Survivor may deem necessary or desirable in order to vest in and confirm to the Survivor title to and possession of any property of Glassmarks acquired or to be acquired by reason of or as a result of the Merger herein provided for, and otherwise to carry out the intent and purposes hereof and the proper officers and directors of Glassmarks and the proper officers and directors of the Survivor are fully authorized in the name of Glassmarks or otherwise to take any and all such actions.

F. The Survivor may be served with process in the State of Texas in any proceeding for enforcement of any obligation of Glassmarks, as well as for enforcement of any obligation of the Survivor arising from the Merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to Article 5.11 of the Texas Business Corporation Act; and it does hereby irrevocably appoint the Secretary of State of Texas as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Texas is 1010-1020 North University Drive, Waco, Texas 76707 until the Survivor shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary for State of Texas duplicate copies of such process, one of which copies the Secretary of State of Texas shall forthwith send by registered mail to Survivor at the above address.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors have caused these presents to be executed by the President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said corporations, on this 31st day of July, 1998.

SYNERGISTIC INTERNATIONAL, INC.

BY: _____
Robert Tunmire, President

ATTEST:

Deborah Wright-Hood, Secretary

GLASSMARKS, INC.

BY: _____
Robert Tunmire, President

ATTEST:

Deborah Wright-Hood, Secretary

CERTIFICATE OF THE SECRETARY

I, DEBORAH WRIGHT-HOOD, Secretary of GLASSMARKS, INC., a corporation organized and existing under the laws of the State of Washington, do hereby certify as Secretary, that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of SYNERGISTIC INTERNATIONAL, INC., a corporation of the State of Texas, was duly adopted pursuant to Article 5.03 of the Texas Business Corporation Act, by the unanimous written consent of the sole shareholder holding all of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the sole shareholder of said GLASSMARKS, INC. and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 10th day of August, 1998.



Deborah Wright-Hood, Secretary

**CERTIFICATE OF MERGER
OF GLASSMARKS, INC.
INTO
SYNERGISTIC INTERNATIONAL, INC.**

The undersigned DOES HEREBY CERTIFY:

FIRST: The names and states of incorporation of each of the constituent corporations of the merger are as follows:

GLASSMARKS, INC.

WASHINGTON

SYNERGISTIC INTERNATIONAL, INC.

TEXAS

SECOND: That an Agreement 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 Article 5.03 of the Texas Business Corporation Act.

THIRD: That the name of the surviving corporation of the merger is SYNERGISTIC INTERNATIONAL, INC., a Texas corporation.

FOURTH: That the Certificate of Incorporation of SYNERGISTIC INTERNATIONAL, INC., a Texas corporation, which is the surviving corporation, shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at the principal place of business of the surviving corporation, the address of which is 1010-1020 North University Park Drive, Waco, Texas 76707.

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

SEVENTH: The authorized capital stock of GLASSMARKS, INC. was Five Hundred Thousand (500,000) shares of Common Stock, without par value.

EIGHTH: That this Certificate of Merger shall become effective when filed with the Secretary of State of Texas but for accounting purposes, the effective date of Merger shall be as of the close of business on July 31, 1998.

SYNERGISTIC INTERNATIONAL, INC.

BY: _____

Robert E. Tunmire, President

Dated: _____

August 10, 1998