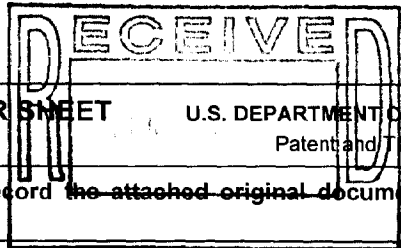


MRP 6-14-99

06-17-1999



FORM PTO-1594 (Rev. 6-93)



COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101069280

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

1. Name of conveying party(ies): FCG Enterprises, Inc.

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

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

Name: First Consulting Group, Inc. Internal Address: Fourth Floor Street Address: 111 West Ocean Blvd. City: Long Beach State: CA ZIP 90801

3. Nature of conveyance:

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

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

Execution Date: February 9, 1998

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)

B. Trademark Registration No.(s)

See Schedule "A"

Additional numbers attached? Yes No

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

6. Total number of applications and registration involved: Eight (8)

Name: Cooley Godward LLP Internal Address: Gretchen R. Stroud, Esq. Street Address: 5 Palo Alto Square 3000 El Camino Real City: Palo Alto State: Ca ZIP 94306-2155

7. Total fee (37 CFR 3.41): \$215.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 03-3118 (for any underpayment or credit of any overpayment) (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.

Gretchen R. Stroud June 10, 1999 Gretchen R. Stroud June 10, 1999

Total number of pages including cover sheet, attachments, and document: 12

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

06/16/1999 DNGUYEN 00000242 75298152

01 FC:481 40.00 OP 02 FC:481 v1/SA 175.00 OP 17sp011.DOC 061099/1455

TRADEMARK REEL: 001913 FRAME: 0895

SCHEDULE "A"

<u>TRADEMARK</u>	<u>SERIAL/REGISTRATION NO.</u>
FCG (and Design)	75/298,152
KITE	2,169,993
FIRST CONSULTING GROUP	2,036,970
PRINCIPLE-CENTERED QUALITY	1,847,834
GRASP MISTRO	1,730,810
FCG	1,418,551
GRASP	1,328,889
GRASP (and Design)	1,278,011

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of February 9, 1998, by and between **FCG ENTERPRISES, INC.**, a California corporation ("FCG California"), and **FIRST CONSULTING GROUP, INC.**, a Delaware corporation ("FCG Delaware"). California and FCG Delaware are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of FCG California consists of Five Million (5,000,000) shares of Common Stock, no par value. The authorized capital stock of FCG Delaware consists of fifty million (50,000,000) shares of Common Stock, \$.001 par value, and ten million (10,000,000) shares of Preferred Stock, \$.001 par value.

The directors of the Constituent Corporations deem it advisable and to the advantage of said corporations that FCG California merge into FCG Delaware 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 FCG California shall merge into FCG Delaware on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS.

1.1. Merger. FCG California shall be merged with and into FCG Delaware (the "Merger"), and FCG Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date when a Certificate of Merger is filed with the Secretary of State of the State of Delaware (the "Effective Date").

1.2. Succession. On the Effective Date, FCG Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of FCG California, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3. Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim

property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4. Common Stock of FCG California and FCG Delaware. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Common Stock of FCG California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the Common Stock of FCG Delaware and (ii) each share of Common Stock of FCG Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.5. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of FCG California shall be deemed for all purposes to evidence ownership of and to represent the shares of FCG Delaware into which the shares of FCG California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of FCG Delaware evidenced by such outstanding certificate as above provided.

1.6. Options. On the Effective Date, the Surviving Corporation will assume and continue all of FCG California's stock option plans in existence on the Effective Date, including without limitation the 1997 Equity Incentive Plan and the 1997 Non-Employee Directors' Stock Option Plan, and the outstanding and unexercised portions of all options to purchase Common Stock of FCG California, including without limitation all options outstanding under such stock option plans and any other outstanding options, shall be combined, changed, and converted into options of FCG Delaware. Effective on the Effective Date, FCG Delaware hereby assumes the outstanding and unexercised portions of such options and the obligations of FCG California with respect thereto.

1.7. Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of FCG California under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger and shall reserve that number of shares of Common Stock of FCG Delaware with respect to each such employee benefit plan as is proportional to that number of shares of Common Stock of FCG California (if any) so reserved on the Effective Date.

2. DIRECTORS, OFFICERS AND GOVERNING DOCUMENTS

2.1. Board of Directors. The directors of FCG Delaware immediately prior to the Effective Date shall be the directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

2.2. Officers. The officers of FCG California immediately prior to the Effective Date shall be the directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

2.3. Certificate of Incorporation. The Certificate of Incorporation of FCG Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation.

2.4. Bylaws. The Bylaws of FCG Delaware in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation.

3. MISCELLANEOUS.

3.1. Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of FCG California 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 conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of FCG California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of FCG California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. Amendment. At any time before or after approval by the shareholders of FCG California, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of FCG California, the principal terms may not be amended without the further approval of the shareholders of FCG California) as may be determined in the judgment of the respective Board of Directors of FCG Delaware and FCG California to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3. Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of FCG California in accordance with applicable provisions of the General Corporation Law of the State of California; and

(b) FCG California, as sole stockholder of FCG Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of FCG California to be material to consummation of the Merger shall have been obtained.

3.4. Abandonment or Deferral. 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 FCG California or FCG Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of FCG California or FCG Delaware, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of FCG California and FCG Delaware, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that FCG California shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5. 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.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of FCG California and FCG Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

FCG ENTERPRISES, INC.
a California corporation

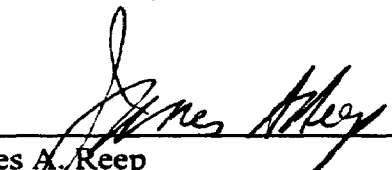


James A. Reep
President and Chief Executive Officer

ATTEST:

Patricia A. Lowery
Secretary

FIRST CONSULTING GROUP, INC.
a Delaware corporation



James A. Reep
President and Chief Executive Officer

ATTEST:

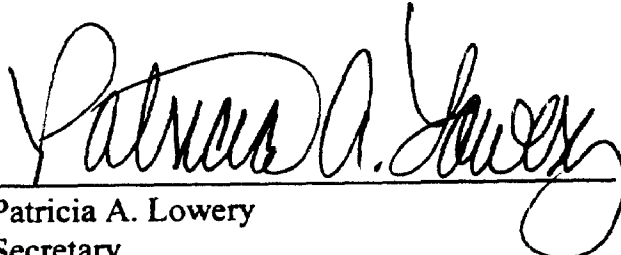
Patricia A. Lowery
Secretary

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of FCG California and FCG Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

FCG ENTERPRISES, INC.
a California corporation

James A. Reep
President and Chief Executive Officer

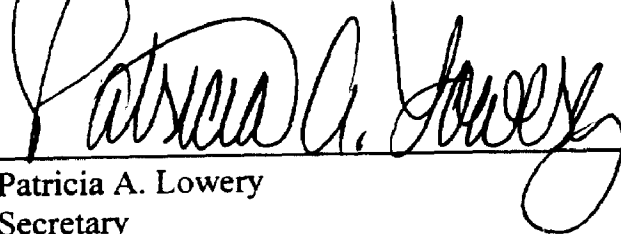
ATTEST:


Patricia A. Lowery
Secretary

FIRST CONSULTING GROUP, INC.
a Delaware corporation

James A. Reep
President and Chief Executive Officer

ATTEST:

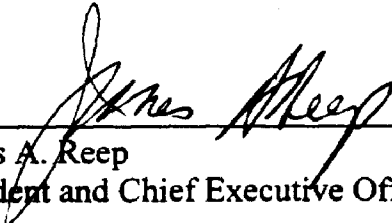

Patricia A. Lowery
Secretary

FCG ENTERPRISES, INC.
(a California corporation)
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, James A. Reep and Patricia A. Lowery, do hereby certify that:

1. They are the President and Chief Executive Officer and Secretary, respectively, of **FCG ENTERPRISES, INC.**, a California corporation (the "Company").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Company with and into **FIRST CONSULTING GROUP, INC.**, a Delaware corporation, was duly approved by the Board of Directors and by the shareholders of the Company.
3. The Company has one authorized class of shares designated as Common Stock. The total number of outstanding shares of Common Stock was five million (5,000,000) shares. All outstanding shares of Common Stock were entitled to vote on the merger.
4. The terms of the Agreement and Plan of Merger were approved by the Company by the vote of the number of shares of Common Stock of the Company which equaled or exceeded the vote required. The percentage vote required for such approval was more than fifty percent (50%) of the outstanding shares of Common Stock.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this ____ day of February, 1998.



James A. Reep
President and Chief Executive Officer

Patricia A. Lowery
Secretary

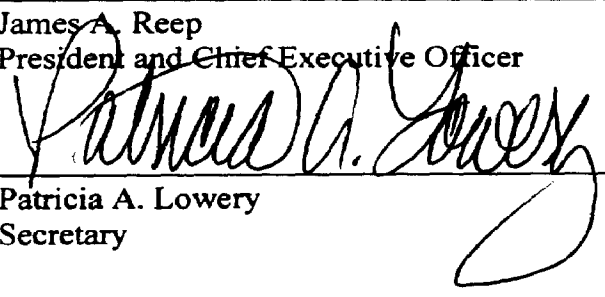
FCG ENTERPRISES, INC.
(a California corporation)
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, James A. Reep and Patricia A. Lowery, do hereby certify that:

1. They are the President and Chief Executive Officer and Secretary, respectively, of **FCG ENTERPRISES, INC.**, a California corporation (the "Company").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Company with and into **FIRST CONSULTING GROUP, INC.**, a Delaware corporation, was duly approved by the Board of Directors and by the shareholders of the Company.
3. The Company has one authorized class of shares designated as Common Stock. The total number of outstanding shares of Common Stock was five million (5,000,000) shares. All outstanding shares of Common Stock were entitled to vote on the merger.
4. The terms of the Agreement and Plan of Merger were approved by the Company by the vote of the number of shares of Common Stock of the Company which equaled or exceeded the vote required. The percentage vote required for such approval was more than fifty percent (50%) of the outstanding shares of Common Stock.

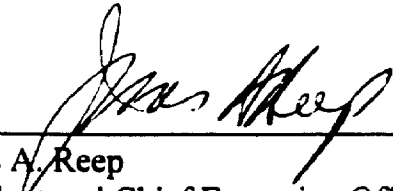
IN WITNESS WHEREOF, the undersigned have executed this Certificate this ____ day of February, 1998.

James A. Reep
President and Chief Executive Officer


Patricia A. Lowery
Secretary

Each of the undersigned declares under penalty of perjury that he or she has read the foregoing Certificate and knows the contents thereof and that the same is true of his or her own knowledge.

Executed at Long Beach, California on February __, 1998.



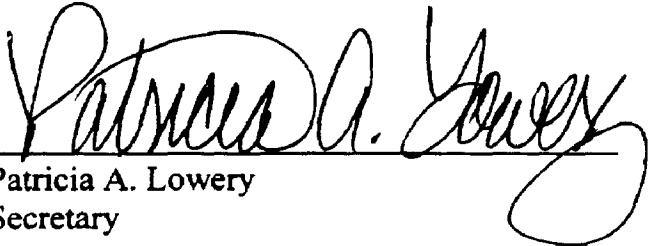
James A. Reep
President and Chief Executive Officer

Patricia A. Lowery
Secretary

Each of the undersigned declares under penalty of perjury that he or she has read the foregoing Certificate and knows the contents thereof and that the same is true of his or her own knowledge.

Executed at Long Beach, California on February __, 1998.

James A. Reep
President and Chief Executive Officer


Patricia A. Lowery
Secretary