

06-23-1999

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Patent and Trademark Office

Tab settings



65-81-9000

To the Honorable Commission

101075175

ie attached original documents or copy thereof.

1. Name of conveying party(ies):

PortPro Systems, Inc.

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

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

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

Execution Date: November 2, 1998

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

Name: Digital Visions, Inc.

Internal Address:

Street Address: 4500 Park Glen Road, Suite 200

City: St. Louis Park State: MN ZIP: 55416

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State of Minnesota, 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)

B. Trademark Registration No.(s)

1,918,991

Additional numbers attached? Yes No

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

Name: Sara Evans Lear

Internal Address: Moss & Barnett

Street Address: 4800 Norwest Center

90 South Seventh Street

City: Minneapolis State: MN ZIP: 55402-4129

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

8. Deposit account number:

(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.

Sara Evans Lear

Sara Evans Lear

June 15, 1999

Name of Person Signing

Signature

Date

06/21/1999 05HABAZZ 00000082 1918991

Total number of pages comprising cover sheet:

1

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

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

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 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, DC 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

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8R-923

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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Joan Anderson Growe, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: PORTPRO SYSTEMS, INC.

MN: DIGITAL VISIONS, INC.

State of Formation and Name of Surviving Entity:

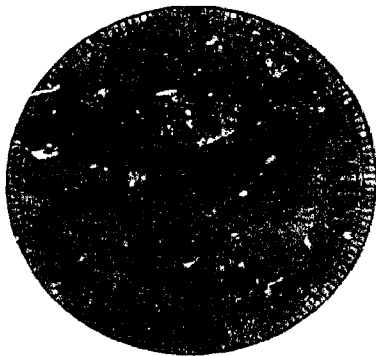
MN: DIGITAL VISIONS, INC.

Effective Date of Merger: November 2, 1998

Name of Surviving Entity After Effective Date of Merger:

DIGITAL VISIONS, INC.

This certificate has been issued on: November 2, 1998.



Joan Anderson Growe
Secretary of State.

8R-923

**ARTICLES OF MERGER OF
PORTPRO SYSTEMS, INC., A MINNESOTA CORPORATION,
WITH INTO
DIGITAL VISIONS, INC., A MINNESOTA CORPORATION**

The following Articles of Merger of Digital Visions, Inc., a Minnesota corporation (the "Surviving Corporation"), and PortPro Systems, Inc., a Minnesota corporation (the "Merging Corporation"), have been prepared and are hereby being filed with the Minnesota Secretary of State pursuant to Minnesota Statutes Section 302A.615. The Surviving Corporation and the Merging Corporation are hereinafter sometimes referred to collectively as the "Constituent Corporations."

1. **Plan of Merger.** A true and correct copy of the Agreement and Plan of Merger by and between the Surviving Corporation and the Merging Corporation is attached hereto and incorporated herein by reference as Exhibit A ("Plan of Merger").

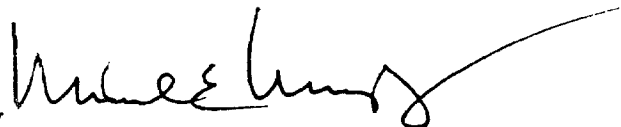
2. **Shareholder Approval.** The Plan of Merger has been approved by each of the Constituent Corporations pursuant to Minnesota Statutes Chapter 302A. Specifically, in accordance with Minnesota Statutes Section 302A.613, the Plan of Merger has been approved by all of the members of the Board of Directors of each of the Constituent Corporations without a meeting, and by the sole shareholder of the Merging Corporation, pursuant to Minnesota Statutes Sections 302A.441 and 302A.239, by authorizing the same in writing signed by the sole shareholder of the Merging Corporation and all of the members of the Board of Directors of each of the Constituent Corporations.

3. **Effective Date.** The effective date of the Merger of the Constituent Corporations for purposes of Minnesota law shall be the later of the close of business of the Constituent Corporations on November 2, 1998, or the time and date these Articles of Merger are filed in the Office of the Minnesota Secretary of State. For tax and accounting purposes, the merger shall be effective upon the close of business of the Constituent Corporations on November 2, 1998. ✓

The undersigned hereby certifies that (i) the foregoing is true and accurate, (ii) he has the authority to sign these Articles of Merger on behalf of the Surviving Corporation, and (iii) he understands that by signing these Articles of Merger, he is subject to the penalties of perjury as set forth in Minn. Stat. Section 609.48 as if he had signed these Articles of Merger under oath.

Dated: November 2, 1998.

DIGITAL VISIONS, INC.

By 
Michael E. Murphy
Its President

The undersigned hereby certifies that (i) the foregoing is true and accurate (ii) he has the authority to sign these Articles of Merger on behalf of the Merging Corporation, and (iii) he understands that by signing these Articles of Merger, he is subject to the penalties of perjury as set forth in Minn. Stat. Section 609.48 as if he had signed these Articles of Merger under oath.

Dated: November 2, 1998.

PORTPRO SYSTEMS, INC.

By Michael Marxen
Michael Marxen
Its President

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 2 day of November, 1998, by and among Digital Visions, Inc., a Minnesota corporation (the "Surviving Corporation"), PortPro Systems, Inc., a Minnesota corporation (the "Merging Corporation"), and Michael Marxen, who is the sole shareholder of the Merging Corporation (the "Shareholder").

WHEREAS, the Surviving Corporation, the Merging Corporation (hereinafter sometimes referred to collectively as the "Constituent Corporations"), and the Shareholder deem it advisable and in the best interest of the Constituent Corporations and the Shareholder that the Merging Corporation merge itself with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation, in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the Merging Corporation is duly organized and existing under the Minnesota Business Corporation Act, having been incorporated on July 14, 1993;

WHEREAS, the Surviving Corporation is duly organized and existing under the Minnesota Business Corporation Act, having been incorporated on May 11, 1995;

WHEREAS, the Merging Corporation has authorized capital stock consisting of Ten Thousand (10,000) shares of Common Stock, no stated par value, of which Ten Thousand (10,000) shares are issued and outstanding as of the date hereof;

WHEREAS, one hundred percent (100%) of the issued and outstanding shares of Common Stock of the Merging Corporation are owned by the Shareholder;

WHEREAS, the Surviving Corporation has authorized capital stock consisting of Ten Million (10,000,000) shares of Common Stock, \$.01 par value per share, of which One Million Seven Hundred Eighty-Five Thousand (1,785,000) shares are issued and outstanding as of the date hereof;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements and provisions hereinafter set forth, the Constituent Corporations have agreed and do hereby agree each with the other that the Merging Corporation shall be merged with and into the Surviving Corporation with the Surviving Corporation being the surviving corporation, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

1. Merger

1.1 Merger of the Merging Corporation with and into the Surviving Corporation. On the Effective Date (as defined in Section 1.2), the Merging Corporation shall be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation, pursuant to the provisions of the Minnesota Business Corporation Act (the "Merger"). On the Effective Date of the Merger, the separate corporate existence of the Merging Corporation shall cease and the Constituent Corporations shall become a single corporation with the Surviving Corporation being the surviving corporation. Thereafter, the Surviving Corporation, as the surviving corporation, shall have all of the rights, privileges, immunities and powers, and will be subject to all of the duties and liabilities of a corporation incorporated under the Minnesota Business Corporation Act. In addition, as the surviving corporation, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due on any account, including subscriptions to shares, and all other choses in action, and every other interest of or belonging to or due to each of the Constituent Corporations shall vest in the Surviving Corporation, as the surviving corporation, without any further act or deed. The Merging Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation, as the surviving corporation, or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such confirmatory deeds, assignments and other instruments and to take or cause to be taken such further or other action as the Surviving Corporation, as the surviving corporation, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, as the surviving corporation, title to and possession of any property of the Merging Corporation 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 the Merging Corporation and the proper officers and directors of the Surviving Corporation, as the surviving corporation, are fully authorized in the name of the Surviving Corporation or otherwise to take any and all such action. The title to any real estate or any interest therein vested in either of the Constituent Corporations shall not revert nor in any way become impaired by reason of the Merger. As of the Effective Date, the Surviving Corporation, as the surviving corporation, shall become responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and a claim of or against, or a pending proceeding by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation, as the surviving corporation, may be substituted in the place of the Merging Corporation. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

1.2 Effective Date of Merger. The Merger shall be effective under Minnesota law upon the later of the close of business of the Constituent Corporations on November 2, 1998, or the date and time of filing of the Articles of Merger (which shall include this Agreement and Plan of Merger) in the Office of the Minnesota Secretary of

State (the "Effective Date"). Such Articles of Merger shall be so filed as soon as practicable after the satisfaction or waiver of the conditions set forth in Section 4 hereof. The effective date of the Merger for tax and accounting purposes shall be the close of business of the Constituent Corporation on November 2, 1998.

2. **Articles of Incorporation, Bylaws, Directors and Officers**

2.1 **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation, as the surviving corporation, until altered or amended as provided under the Minnesota Business Corporation Act.

2.2 **Bylaws.** Until altered, amended or repealed, the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date of the Merger shall continue to be the Bylaws of the Surviving Corporation, as the surviving corporation.

2.3 **Directors and Officers.** The directors and officers of the Surviving Corporation in office immediately prior to the Effective Date of the Merger shall continue to be the directors and officers, respectively, of the Surviving Corporation, as the surviving corporation, until the expiration of their terms as such or until their successor or successors shall otherwise be duly elected and qualify.

3. **Conversion of Shares of Constituent Corporations**

3.1 **Common Stock of the Merging Corporation.** On the Effective Date of the Merger, all of the issued and outstanding shares of Common Stock of the Merging Corporation shall be surrendered to the Surviving Corporation, as the surviving corporation, for cancellation and the Shareholder shall receive in exchange 198,333 shares of Common Stock of the Surviving Corporation. There will be no conversion of any of the issued and outstanding shares of the Merging Corporation into securities of the Surviving Corporation or of any other corporation, or, in whole or in part, into money or other property.

3.2 **Common Stock of the Surviving Corporation.** None of the shares of Common Stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Date of the Merger shall be converted as a result of the Merger, but all said shares shall continue to be all of the issued and outstanding shares of capital stock of the Surviving Corporation, as the surviving corporation.

4. **Conditions Precedent.** Unless waived by the Constituent Corporations in writing, the consummation of the Merger of the Merging Corporation with and into the Surviving Corporation contemplated hereby shall be subject to the satisfaction prior thereto of each and all of the following conditions precedent.

4.1 **Administrative or Legal Proceedings.** No administrative or judicial suit or proceeding shall be threatened or pending in which it will be or which it is sought, by

anyone to restrain, prohibit, challenge or obtain damages or other relief in connection with this Agreement or the consummation of the Merger contemplated hereby.

4.2 Consents and Approvals. Except for the filing of the Articles of Merger in the Office of the Minnesota Secretary of State, all consents and approvals of third parties, including, without limitation, governmental authorities and regulatory agencies and all filings with and notifications of governmental authorities, regulatory agencies or other entities which regulate the business of the Merging Corporation and/or the Surviving Corporation necessary on the part of each of the parties to the execution and delivery of this Agreement and the consummation of the Merger contemplated hereby and to permit the continued operation of the respective businesses of the Constituent Corporation in substantially the same manner after the Effective Date as theretofore conducted shall have been obtained or effected.

4.3 Buy-Sell Agreement. The Shareholder shall enter into that certain Agreement for Purchase of Capital Stock of Bankers Automated Network Connection, Inc., dated November 16, 1995, as amended by Amendment No. 1 dated April 4, 1996, or, at the option of the Surviving Corporation, a Restated Agreement for Purchase of Capital Stock which merely consolidates the original Agreement and Amendment No. 1.

5. Compliance with Minnesota Law. Articles of Merger shall be prepared pursuant to Section 302A.615 of the Minnesota Business Corporations Act and such Articles of Merger shall be signed on behalf of each Constituent Corporation and filed by the Surviving Corporation, as the surviving corporation, with the Office of the Minnesota Secretary of State.

6. Payment of Expenses. The Surviving Corporation, as the surviving corporation, shall pay all expense of carrying this Agreement and Plan of Merger into effect and of accomplishing the Merger.

7. General

7.1 Termination and Abandonment. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and the Merger abandoned by the mutual consent of all of the parties hereto.

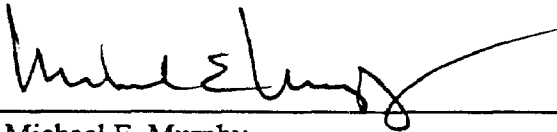
7.2 Amendment. This Agreement may be amended at any time prior to the Effective Date with the mutual consent of all of the parties hereto.

7.3 Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day, month and year first above written.

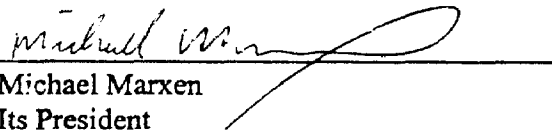
SURVIVING CORPORATION:



DIGITAL VISIONS, INC.

By 
Michael E. Murphy
Its President

MERGING CORPORATION:

PORTPRO SYSTEMS, INC.

By 
Michael Marxen
Its President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
NOV 02 1998 

Secretary of State

LAW OFFICES
MOSS & BARNETT

A PROFESSIONAL ASSOCIATION

4800 NORWEST CENTER

90 SOUTH SEVENTH STREET

MINNEAPOLIS, MINNESOTA 55402-4129

TELEPHONE (612) 347-0300

FACSIMILE (612) 339-6686

SARA EVANS LEAR
PARALEGAL
(612) 347-0364
E-MAIL: LearS@moss-barnett.com

June 15, 1999

Box Assignments
Commissioner of Patents and Trademarks
Washington, DC 20231

Re: Mark: PORTPRO
Registration No.: 1,918,991
Registration Date: September 12, 1995
Conveying Party: PortPro Systems, Inc.
Receiving Party: Digital Visions, Inc.
Our File No.: 54724.6

Dear Sir or Madam:

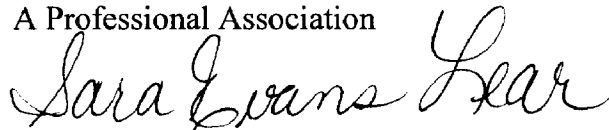
Enclosed for recordation please find original Recordation Form Cover Sheet along with a certified copy of the Certificate of Merger with attached Articles of Merger and Agreement and Plan of Merger merging PortPro Systems, Inc. into Digital Visions, Inc. A check in the amount of \$40.00 is enclosed to cover your recordation fee.

Please acknowledge receipt of the enclosed items on the enclosed self-addressed, stamped postcard, which we request that you return to the undersigned. Additionally, please return the enclosed documents with your recordation information stamped along with your thereon Notice of Recordation of Assignment Document to:

Ms. Sara Evans Lear
Moss & Barnett
4800 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4129

Very truly yours,

MOSS & BARNETT
A Professional Association



Sara Evans Lear
Paralegal

SEL/sel/Enclosure/264335/2

cc: Mr. William P. Langford (w/ encl.)
Janna R. Severance, Esq. (w/o encl.)

RECORDED: 06/18/1999

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REEL: 001917 FRAME: 0128

