

10-22-1999

FORM PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
 ARTUFRAME, L. L. C. 10-15-99

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State  
 Other LIMITED LIABILITY COMPANY

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party:  
 Name: ARTUFRAME.COM, INC.  
 Internal Address: \_\_\_\_\_  
 Street Address: 13820 POLO TRAIL DRIVE  
 City: LAKE FOREST State: IL ZIP: 6045

Individual(s) citizenship \_\_\_\_\_  
 Association  
 General Partnership               Limited Partnership  
 Corporation - State DELAWARE  
 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Dates:  
 1) December 29, 1993              3) \_\_\_\_\_  
 2) \_\_\_\_\_                      4) \_\_\_\_\_

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

A. Trademark Application No(s):

75/559,536	75/533,290
75/559,535	75/548,789
75/533,139	75/533,826

Additional numbers attached?  Yes  No

B. Trademark Registration No(s):

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

Name: WILLIAM O. FERRON, JR.

Internal Address: SEED AND BERRY LLP  
6300 COLUMBIA CENTER

Street Address: 701 FIFTH AVENUE

City: SEATTLE State: WA ZIP: 98104-7092

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

7. Total Fee (37 CFR 3.41): .....\$165.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
19-1090  
 (Attach duplicate copy of this page if paying by deposit account)

10/22/1999 DMGUYEN 000000:9 75559536

01 FC:481                      40.00 OP  
 02 FC:482                      125.00 OP

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.*

WILLIAM O. FERRON, JR.                      William O. Ferron                      10-7-99  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 5

PLAN AND AGREEMENT OF MERGER

BETWEEN

ARTUFRAME, L.L.C.  
(an Illinois limited company)

AND

ARTUFRAME.COM, INC.  
(a Delaware corporation)

THIS PLAN AND AGREEMENT OF MERGER, dated as of this 21<sup>st</sup> day of December, 1998, is made by and between artuframe, L.L.C., a limited liability company organized and existing under the laws of the State of Illinois (hereinafter referred to as "LLC") and artuframe.com, Inc., a corporation organized and existing under the laws of the State of Delaware and sole holder of membership interest in the LLC, with its principal place of business at 13820 Polo Trail Drive, Lake Forest, Illinois 60045 (hereinafter referred to as "Newco"). LLC and Newco are hereinafter sometimes referred to as the "Constituent Corporations."

WHEREAS, the sole member of LLC and the Board of Directors of Newco deem it advisable and in the best interest of their respective Constituent Corporations and their respective member and shareholders that LLC be merged into Newco; and

WHEREAS, the provisions of Section 264 of the General Corporation Law of the State of Delaware (hereinafter referred to as the "Delaware General Corporation Law") authorize the merger of a limited liability company organized under the laws of another state into a corporation organized under the laws of the State of Delaware, and the provisions of Section 37-20 of the Illinois Limited Liability Company Act authorize the merger of a limited liability company organized under the laws of the State of Illinois into a corporation organized under the laws of another state.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and provisions hereinafter set forth, the parties hereto agree that LLC shall be merged into Newco and that the terms and conditions of such merger, and the mode of carrying the same into effect, shall be as follows:

1. The Merger. At the Effective Time (as defined in Section 6 below), LLC and Newco shall be merged into a single corporation on the terms and conditions hereinafter set forth and in accordance with the applicable provisions of the statutes of the State of Delaware, by LLC merging into Newco (the "Merger"), and Newco shall be the "Surviving Corporation." The separate existence of LLC and Newco shall cease and the existence of Newco under the name "artuframe.com, Inc." shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the Delaware General Corporation Law.

2. Certificate of Incorporation and By-Laws. The Certificate of Incorporation of Newco as in effect at the Effective Time, shall continue to be the Certificate of Incorporation of the Surviving Corporation until thereafter altered or amended. The By-laws of Newco as in effect at the Effective Time, shall continue to be the By-laws of the Surviving Corporation following the Effective Time until the same shall be altered, amended or repealed in accordance with the provisions thereof.

3. Directors and Officers. The directors and officers of Newco immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation for the term set forth in the By-laws of the Surviving Corporation and in accordance with applicable laws.

4. Effect of Merger. At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter effectively 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 each of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of each of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title of any property or rights of LLC the last acting manager of LLC as the case may be, or the corresponding officers and directors of the Surviving Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger. It is the intention of the Constituent Corporations that the Merger qualify as a "reorganization," as such term is defined under Section 368(a)(1) of the Internal Revenue Code of 1986, as amended.

5. Cancellation of Membership Interest in LLC. At the Effective Time, the entire membership interest in the LLC shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled.

6. Effective Time of the Merger. The effective time of the Merger (the "Effective Time") shall be the commencement of business of the day when the Certificate of Merger shall be filed with the Secretary of State of the State of Delaware in accordance with the provisions of Sections 103 and 264 of the Delaware General Corporation Law, and filed with the Illinois Secretary of State Limited Liability Company Act.

7. Amendment and Termination. (a) This Plan and Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

(b) At any time prior to the Effective Time, whether before or after approval by the stockholders of the Constituent Corporations, this Plan and Agreement of Merger may be terminated and the Merger abandoned by agreement of the members of LLC and the Board of Directors of Newco.

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been executed by the parties hereto as of the date first above written.

ARTUFRAME, L.L.C., an Illinois limited liability company

By: *William A. Lederer*  
William A. Lederer, Manager

ARTUFRAME.COM, INC., a Delaware corporation

By: *William A. Lederer*  
William A. Lederer, President

Attest:

*William A. Lederer*  
William A. Lederer, Secretary

CERTIFICATE OF THE SECRETARY  
OF  
ARTUFRAME.COM, INC.  
(a Delaware Corporation)

I, William A. Lederer, the Secretary of artuframe.com, Inc., a Delaware corporation, hereby certify that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted by the required vote of the stockholders of the corporation on December 29, 1998.

WITNESS my hand of said artuframe.com, Inc. as of this 29th day of December, 1998.

  
\_\_\_\_\_  
William A. Lederer, Secretary