

12-07-1999



FORM PTO-1594
(Rev 5-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): VISTA INFORMATION SOLUTIONS, INC.</p> <p>Individual(s) citizenship: <i>MRD</i> <i>12/6/99</i></p> <p>Association: General Partnership: Limited Partnership: Corporation - State: MINNESOTA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: [] Assignment [X] Merger [] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: 03/26/98</p>	<p>2. Name and address of receiving party(ies): Name: VISTA INFORMATION SOLUTIONS, INC. Address: 5060 Shoreham Place, Suite 300 City: San Diego State: CA Zip: 92122</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>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 [x] No</p>
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<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s) 75/796,084 75/441,360 75/665,061 75/665,060</p>	<p>B. Trademark Registration No.(s) 1,707,524 2,039,799</p> <p>Additional numbers attached? [] Yes [X] No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Nancy O. Dix, Esq. Internal Address: GRAY CARY WARE & FREIDENRICH 401 B Street, Suite 1700 San Diego, California 92101-4297</p>	<p>6 Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41) \$ 165.00 [X] Enclosed [] Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Nancy O. Dix *Nancy O. Dix* December 1, 1999
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Merger Agreement") is entered into as of March 26, 1998 by and between VISTA Information Solutions, Inc., a Minnesota corporation ("Vista Minnesota"), and VISTA Information Solutions, Inc., a Delaware corporation ("Vista Delaware"), with respect to the following facts:

- A. Vista Minnesota is a corporation duly organized, validly existing, and in good standing under the laws of the State of Minnesota.
- B. Vista Delaware is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. All of the issued and outstanding shares of Vista Delaware are owned by Vista Minnesota.
- C. The Board of Directors of Vista Minnesota and the Board of Directors of Vista Delaware deem it advisable that Vista Minnesota merge with and into Vista Delaware in accordance with the applicable laws of the States of Delaware and Minnesota, and the Board of Directors of each of such corporations has approved the Merger Agreement.
- D. The Merger Agreement has been approved by Vista Minnesota as the sole shareholder of Vista Delaware.
- E. The Board of Directors of Vista Minnesota directed that the Merger Agreement be submitted to a vote of the shareholders of Vista Minnesota at the Special Meeting to be held on March 17, 1998, or any adjournment thereof and at such Special Meeting the shareholders of Vista Minnesota approved the Merger Agreement.

NOW, THEREFORE, in consideration of the agreements, provisions, and covenants herein contained, the parties hereby agree as follows:

L TERMS AND CONDITIONS

1.1 Merger. Vista Minnesota shall be merged (the "Merger") with and into Vista Delaware, and Vista Delaware shall be the surviving corporation (the "Surviving Corporation"), effective upon the date that this Agreement or an appropriate certificate of merger is filed with the Secretary of State of the State of Delaware, or upon the date that appropriate articles of merger are filed with the Secretary of State of the State of Minnesota, whichever occurs later (the "Effective Date").

1.2 Effect of Merger.

(a) On the Effective Date, the separate corporate existence of Vista Minnesota shall cease, and the corporate existence of Vista Delaware, as the Surviving Corporation governed by Delaware law, shall continue unimpaired and unaffected by the Merger.

(b) On the Effective Date the Surviving Corporation is not qualified to do business in Minnesota and hereby appoints the Minnesota Secretary of State as agent for service of process. All correspondence received by the Minnesota Secretary of State may be forwarded to Brian Conn, Vista Information Solutions, Inc., 5060 Shoreham Pl., San Diego, CA 92122.

(c) On the Effective Date, the Surviving Corporation may be served with process in Minnesota in a proceeding for the enforcement of an obligation of a constituent organization and in a proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against the Surviving Corporation. The Surviving Corporation will promptly pay to the dissenting shareholders of each domestic constituent corporation the amount, if any, to which they are entitled under Section 302A.473 of the Minnesota statutes.

(d) On the Effective Date, the shares of Common Stock of Vista Delaware issued and outstanding immediately prior to the Merger shall be retired and canceled.

(e) On the Effective Date, each two shares of Common Stock of Vista Minnesota issued and outstanding shall be converted by reason of the Merger and without any action on the part of the holders thereof into and become one share of Common Stock of the Surviving Corporation; provided, however, that no fractional shares of Common Stock of the Surviving Corporation will be issued by reason of the Merger. In lieu of any fractional shares that would otherwise be issuable by reason of the Merger, Vista Delaware shall pay in cash the proportionate amount of such fractional share based on the fair market value of the shares of Vista Delaware on the Effective Date, as determined by the Board of Directors of Vista Delaware. On the Effective Date, each share of Preferred Stock of Vista Minnesota issued and outstanding shall be converted by reason of the Merger and without any action on the part of the holder thereof into and become one share of Preferred Stock of Vista Delaware (in the same series as the share of Preferred Stock of Vista Minnesota so converted). On and after the Effective Date, upon conversion of any shares of its Preferred Stock Vista Delaware shall issue shares of its Common Stock that such holders of Preferred Stock shall be entitled to acquire pursuant to the terms of the Certificate of Incorporation of Vista Delaware. Except as provided by Sections 302A.471 and 302A.473 of the Minnesota Business Corporation Act, the shares of Common Stock and Preferred Stock of Vista Minnesota, so converted shall cease to exist as such and shall exist only as shares of Common Stock or Preferred Stock, as the case may be, of the Surviving Corporation.

1.3 Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock or Preferred Stock of Vista Minnesota shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Corporation into which the shares of Vista Minnesota represented by such certificates have been converted (and the right to receive cash payment for any fractional shares) as herein provided. The registered owner on the books and records of Vista Minnesota or its transfer agent 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, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of the Surviving Corporation evidenced by such outstanding certificate as above provided.

1.4 Options, Warrants, Convertible Debentures. Upon the Effective Date, the Surviving Corporation will assume and continue all existing stock option plans of Vista Minnesota, with appropriate reduction in the number of shares reserved for issuance and available for future grant to reflect the conversion rate set forth in Section 1.2(e) above. Upon the Effective Date, all outstanding and unexercised options, warrants, convertible debentures or other rights to acquire Common Stock of Vista Minnesota (other than shares of Preferred Stock) (such options, warrants, debentures and other rights collectively, "Acquisition Rights") shall become Acquisition Rights to acquire Common Stock of Vista Delaware, with no changes in the terms or conditions of such Acquisition Rights; provided that (i) the number of shares subject to or issuable upon each such Acquisition Right to acquire Common Stock of Vista Delaware shall be one-half of the number of shares of Common Stock issuable

by Vista Minnesota under the Acquisition Right so converted, and (ii) the per share exercise price of the Acquisition Right of Vista Delaware shall be two times the exercise price of the Acquisition Right so converted, such that there is no change in the aggregate exercise price of such Acquisition Right, and provided, further, that no fractional share of Common Stock of the Surviving Corporation will be issued pursuant to the exercise of an Acquisition Right converted by this Section 1.4. In lieu of a fractional share that would otherwise be issuable pursuant to the exercise, after the Effective Date, of an Acquisition Right converted by this Section 1.4, a cash payment shall be made equal to the proportionate amount of such fractional share based on the fair market value of Vista Delaware as determined by the Board of Directors.

II CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of Vista Delaware, as in effect on the Effective Date, shall continue to be the Certificate of Incorporation of the Surviving Corporation until further amended in accordance with the provisions thereof and applicable law. The Bylaws of Vista Delaware, as in effect on the Effective Date, shall continue to be the Bylaws of the Surviving Corporation until amended in accordance with the provisions thereof and applicable law.

2.2 Directors and Officers. The directors of Vista Minnesota on the Effective Date shall become the directors of the Surviving Corporation and continue in office until their successors are elected and qualified, or until their death, resignation, or removal. The officers of Vista Minnesota on the Effective Date shall become the officers of the Surviving Corporation and continue in office and shall serve at the pleasure of the Board of Directors.

III MISCELLANEOUS

3.1 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 Vista Minnesota, notwithstanding approval of this Merger Agreement by the shareholders of Vista Minnesota.

3.2 Amendment. At any time before the Effective Date, this Merger Agreement may be amended by the Boards of Directors of the parties hereto, notwithstanding approval of this Merger Agreement by the shareholders of Vista Minnesota, provided, however, that no such amendment not approved by the shareholders may be made if such amendment, in the judgment of the Board of Directors of Vista Minnesota, would have a material adverse effect on the rights of such shareholders or violate applicable law.

3.3 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

3.4 Further Assurances. From time to time on and after the Effective Date, each party will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions, as may be necessary or desirable to consummate the Merger provided for herein, and the other transactions contemplated by this Merger Agreement.

IN WITNESS WHEREOF, this Merger Agreement, is hereby executed on behalf of each of said corporations by their respective officers thereunto duly authorized.

VISTA INFORMATION SOLUTIONS, INC.,
a Minnesota corporation

By: TR Gay
Thomas R. Gay
President

Attest: E. Stevens Hamilton
E. Stevens Hamilton
Secretary

VISTA INFORMATION SOLUTIONS, INC.,
a Delaware corporation

By: TR Gay
Thomas R. Gay
President

Attest: E. Stevens Hamilton
E. Stevens Hamilton
Secretary

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"VISTA INFORMATION SOLUTIONS, INC.", A MINNESOTA CORPORATION,

WITH AND INTO "VISTA INFORMATION SOLUTIONS, INC." UNDER THE NAME OF "VISTA INFORMATION SOLUTIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1998, AT 4:30 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

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AUTHENTICATION: 9817748

DATE: 06-21-99