

12-30-1999

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Docket No. 18577.0039

MXD 12-10-99

TRADEMARK RECORDED 101234398

ER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
05 30 1999
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05 19 1999

Name HealthChex, Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name HCIA Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 East Lombard Street

Address (line 2) _____

Address (line 3) Baltimore

City

Maryland

State/Country

21202

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Maryland

FOR OFFICE USE ONLY

12/29/1999 DNGUYEN 00000207 1674087

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number

202-663-8000

Name Eric T. Fingerhut

Address (line 1) 2300 N Street, NW

Address (line 2) Washington, D.C. 20037-1128

Address (line 3) _____

Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1674087 1806540

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees:

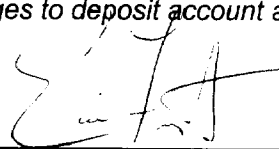
Yes No

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. Charges to deposit account are authorized, as indicated herein.

Eric T. Fingerhut

Name of Person Signing



Signature

12/10/99

Date Signed

ARTICLES OF MERGER

Between

HCIA INC.

(a Maryland corporation, the Surviving Corporation)

and

HEALTHCHEX, INC.

(a New York Corporation)

May 19, 1999

1999 MAY 27 P 2:30

HCIA Inc., a Maryland corporation (the "Surviving Corporation"), and HealthChex, Inc., a New York corporation ("HealthChex"), hereby certify to the State Department of Assessments and Taxation of Maryland that:

FIRST: HealthChex and the Surviving Corporation agree that HealthChex shall be merged with and into the Surviving Corporation, which shall continue under the name of HCIA Inc. The names of the corporations included in the merger are as set forth above. The Surviving Corporation was incorporated under the general laws of the State of Maryland. HealthChex, a wholly-owned subsidiary of the Surviving Corporation, was incorporated under the general laws of the State of New York on November 28, 1988.

SECOND: The principal office of the Surviving Corporation in this state is located at 300 East Lombard Street, Baltimore, Maryland 21202. The principal office of HealthChex in this state is located at 300 East Lombard Street, Baltimore, Maryland 21202. HealthChex does not own an interest in land in the State of Maryland, the title to which could be affected by the recording of an instrument among the land records.

THIRD: The terms and conditions of the merger set forth in these Articles of Merger were advised, authorized, and approved by the Surviving Corporation in the manner and by the vote required by its Charter and the general laws of the State of Maryland. The manner in which the merger was approved is set forth below.

The terms and conditions of the merger set forth in these Articles of Merger were advised, authorized, and approved by HealthChex in the manner and by the vote required by its Certificate of Incorporation and the general laws of the State of New York. The manner in which the merger was approved is set forth below.

FOURTH: The merger was duly advised by the Board of Directors of the Surviving Corporation in the following manner. The Board of Directors of the Surviving Corporation adopted resolutions declaring that the terms and conditions of the transaction described herein were advised, authorized, and approved. The resolutions of the Board of Directors were adopted by a majority of the entire Board of Directors at the annual meeting of the Board of Directors held on May 5, 1999. Pursuant to Section 3-106 of the Maryland General Corporation Law, stockholder approval was not required.

The merger was duly advised by the Board of Directors of HealthChex in the following manner. The Board of Directors of HealthChex, by written consent to such action signed by all of the Directors and filed with the minutes of proceedings of the Board in accordance with Section 708 of the New York Business Corporation Law, adopted resolutions declaring that the terms and conditions of the transaction described herein were advised, authorized, and approved. Pursuant to Section 905 of the New York Business Corporation Law, stockholder approval was not required.

FIFTH: The Charter of the Surviving Corporation shall not be amended as a result of this merger. The Surviving Corporation shall continue under its present Charter, and the present Bylaws, officers, and directors of the Surviving Corporation shall continue to be the Bylaws, officers, and directors of the Surviving Corporation upon the effectiveness of the merger.

SIXTH: The total number of shares of stock which each corporation which is a party to these Articles of Merger has authority to issue, the number and par value of the shares of each class, and the aggregate par value of those shares of stock, are as follows:

(a) The total number of shares of all classes of stock which HealthChex has authority to authorize is 500,000, all of which shares are Common Stock, par value \$.01 per share. The aggregate par value for all shares of capital stock of HealthChex is \$5,000.00.

(b) The total number of shares of all classes of stock which the Surviving Corporation has authority to authorize is 50,500,000 shares, of which 50,000,000 shares are Common Stock, par value \$.01 per share, and 500,000 of which are Preferred Stock, par value \$.01 per share. The aggregate par value for all shares of capital stock of the Surviving Corporation is \$505,000.00.

SEVENTH: At and as of the effective time of the merger, HealthChex shall be merged into the Surviving Corporation, the separate existence of HealthChex shall cease, and the Surviving Corporation shall possess any and all purposes and powers of HealthChex, and all the leases, licenses, property, rights, privileges and powers of whatever nature and description of HealthChex, and such shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed, subject to all of the debts and obligations of HealthChex. The capital stock of the Surviving Corporation shall be unaffected by the merger. The capital stock of HealthChex shall be canceled without consideration.

EIGHTH: The effective time of the merger shall be May 30, 1999.

IN WITNESS WHEREOF, these Articles of Merger have been signed for and on behalf of HCIA Inc. by its Chairman and Chief Executive Officer, who hereby acknowledges that these Articles of Merger are the act of HCIA Inc., and who hereby states under the penalties for perjury that the matters and facts set forth herein with respect to authorization and approval of the merger are true in all material respects to the best of his knowledge, information, and belief. These Articles of Merger have been signed for and on behalf of HealthChex, Inc. by its President, who hereby acknowledges that these Articles of Merger are the act of HealthChex, Inc., and who hereby states under the penalties for perjury that the matters and facts set forth herein with respect to authorization and approval of the merger are true in all material respects to the best of his knowledge, information, and belief.

ATTEST:

HCIA INC.



Charles A. Berardesco, Secretary

By:  (SEAL)
George D. Pillari, Chairman and
Chief Executive Officer

HEALTHCHEX, INC.



Charles A. Berardesco, Secretary

By:  (SEAL)
George D. Pillari, President

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