

01-07-2000



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U.S. Department of Commerce
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MD 12.21.99

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

75/222,831	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Shelly L. McGee

Shelly L. McGee

12/21/99

Name of Person Signing

Signature

Date Signed

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of March 20, 1997 by and among National Telephone & Communications, Inc., a Nevada corporation ("Parent"), and NTC Sub, Inc. a Delaware corporation ("Sub"). Parent and Sub are collectively referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Parent owns all of the issued and outstanding shares of the capital stock of Sub; and

WHEREAS, each of the respective Board of Directors of the Constituent Corporations deems it desirable and in the best interest of each such corporation that Parent merge with and into Sub on the terms and conditions hereinafter set forth and in accordance with Section 252 of the General Corporation Law of the State of Delaware (the "Delaware Law") and Chapter 92A of the Nevada Revised Statutes (the "Nevada Law").

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the parties hereto hereby agree as follows:

Section 1 The Constituent Corporations

The name, address, place of organization and governing law of each Constituent Corporation is as follows:

National Telephone & Communications, Inc.
2801 Main Street
Irvine, CA 92614
Place of organization: State of Nevada
Governing law: General Corporation Law of the
State of Nevada

NTC Sub, Inc.
2801 Main Street
Irvine, CA 92614
Place of organization: State of Delaware
Governing law: General Corporation Law of the
State of Delaware

Section 2 The Merger.

At the Effective Time, Parent shall be merged with and into Sub in accordance with the applicable provisions of the Delaware Law and the Nevada Law and the separate existence of Parent shall thereupon cease, and Sub, as the Surviving Corporation, shall continue its corporate existence in accordance with the Delaware Law and the Nevada Law under the name National Telephone & Communications, Inc. The place of organization of the Surviving Corporation shall be Delaware and the governing law shall be the General Corporation Law of the State of Delaware.

Section 3 Effective Time of the Merger.

Promptly following the approval of this Agreement by the sole stockholder of each Constituent Corporation, the parties shall cause the Merger to be consummated by filing with: (i) the Secretary of the State of Delaware an appropriate certificate of merger (the "Certificate of Merger") duly executed in accordance with this Agreement and the Delaware Law; and (ii) the Secretary of State of Nevada appropriate articles of merger (the "Articles of Merger") duly executed in accordance with this Agreement and the Nevada Law. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of Delaware. The date and time upon which the Merger shall become effective is referred to in this Agreement as the Effective Time.

Section 4 Rights of the Surviving Corporation.

At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a private, as well as of a public, nature, of each of the Constituent Corporations, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, as well as stock subscriptions and all other things in action or belonging to each of the Constituent Corporations 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 be the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate, vested by deed, or otherwise, under the Delaware Law, the Nevada Law or any other law, in any of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any 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; all in accordance with Section 259 of the Delaware Law and Section 92A.250 of the Nevada Law.

Section 5 Certificate of the Incorporation.

The Certificate of Incorporation of Sub, as in effect at the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, except that Article 1 of the Certificate of Merger is hereby amended to read in its entirety:

"1. The name of the Corporation is National Telephone & Communications, Inc. (the "Corporation")."

Section 6 By-Laws.

The By-Laws of Sub, as in effect at the Effective Time, shall be the By-Laws of the Surviving Corporation.

Section 7 Directors and Officers.

The directors of the Surviving Corporation at the Effective Time shall be the directors of Sub in office immediately prior to the Effective Time. Such directors shall serve in accordance with the By-Laws of the Surviving Corporation. The officers of the Surviving Corporation at the Effective Time shall be the officers of Sub in office immediately prior to the Effective Time, to serve in accordance with the By-Laws of the Surviving Corporation.

Section 8 Conversion of Shares.

At the Effective Time, by virtue of the Merger:

(a) each share of common stock of Parent, par value \$.001 per share, outstanding immediately prior to the Effective Time shall cease to be outstanding without any payment being made in respect thereof; and

(b) each share of common stock of Sub, \$.01 par value per share, outstanding immediately prior to the Effective Time shall thereupon be converted into and become the right to receive 10,000 shares of fully paid nonassessable shares of common stock of the Surviving Corporation.


Section 9 Supplementary Action.

If at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of any of the Constituent Corporations, or otherwise to carry out the provisions of this Agreement, the officers and


directors of the Surviving Corporation are hereby authorized and empowered on behalf of the respective Constituent Corporations, in the name of and on behalf of the appropriate Constituent Corporation, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise carry out the purposes and provisions of this Agreement and comply with the provisions of the Delaware Law and the Nevada Law.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officer as of the date first above written.

NATIONAL TELEPHONE &
COMMUNICATIONS, INC.,
a Nevada corporation

By: 
Edward R. Jacobs
Chairman and Chief Executive Officer

NTC SUB, INC.,
a Delaware corporation

By: 
Edward R. Jacobs
Chairman and Chief Executive Officer

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