

MP, 19-00  
**RECC**

02-18-2000



EET

101270187

To the Honorable Commissioner of Pa.

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party (ies):  
2.

**Mr. Payroll Corporation**

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State - **Texas**  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?    Yes    No

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

Name: **innoVentry Corp.**

Internal Address: \_\_\_\_\_

Street Address: **534 4<sup>th</sup> Street**

City: **San Francisco** State: **CA** ZIP: **94107-1621**

Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

If assignment 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) and addresses attached?    Yes    No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: July 30, 1999

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

A. Trademark Application No.(s)  
**See attached**

Additional numbers attached?    Yes    No

B. Trademark Registration No.(s)  
**See attached**

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

Name: **Andrew P. Bridges/Alexander S. Pesic**

Internal Address: \_\_\_\_\_

**Wilson Sonsini Goodrich & Rosati**

**Professional Corporation**

Street Address: **650 Page Mill Road**

City: **Palo Alto** State: **California** ZIP: **94304**

6. Total number of applications and registrations involved:..... 5

7. Total fee (37 CFR 3.41) ..... **\$140.00**

Enclosed

Authorized to be charged to deposit account

**If fee insufficient, please charge**

8. Deposit account number:  
**23-2415 Attn.: 21518-900**

(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.*

**Alexander S. Pesic** \_\_\_\_\_ January 14, 2000  
 Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments, and document: 12

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

02/18/2000 TTOM11 00000024 1874190

01 FC:481 40.00 OP

02 FC:482 100.00 OP

NRPORTBL:PALIBIVAM3V1126405.1

**TRADEMARK**  
**REEL: 002023 FRAME: 0654**

Application #

75/544487

75/544490

75/544491

Mark

ANY CHECK • ANY BANK • ANY TIME

YOUR CASH TECHNOLOGY PARTNER

CHANGING THE WAY THE WORLD GETS ITS CASH

Registration#

1,874,190

1,920,169

Mark

MR. PAYROLL

MR. PAYROLL AND DESIGN

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: "MR. PAYROLL CORPORATION", A TEXAS CORPORATION, WITH AND INTO "INNOVENTRY CORP." UNDER THE NAME OF "INNOVENTRY CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF JULY, A.D. 1999, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

FOR REFERENCE ONLY



3071408 8100M

991317105

Edward J. Freel

Edward J. Freel, Secretary of State

AUTHENTICATION: 9897749

DATE: 08-02-99

TRADEMARK REEL: 002023 FRAME: 0656

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of July 30, 1999 (the "Merger Agreement"), is made and entered into by innoVentry Corp., a Delaware corporation (the "Acquisition Corporation" or the "Surviving Corporation"), and Mr. Payroll Corporation, a Texas corporation (the "Company"), with the Company and Acquisition Corporation being herein collectively referred to as the "Constituent Corporations."

### RECITALS

A. The Company directly owns all of the outstanding shares of capital stock of Acquisition Corporation.

B. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the stockholders of the Constituent Corporations that the Company reincorporate into the State of Delaware through a merger ("Merger") of Acquisition Corporation with Company (with Acquisition Corporation surviving).

**NOW, THEREFORE**, the Constituent Corporations hereby agree as follows:

### ARTICLE I

#### The Constituent Corporations

**1.01** (a) The Company was incorporated under the laws of the State of Texas on March 9, 1999.

(b) The Company is authorized to issue an aggregate of (i) 100,000,000 shares of Common Stock, no par value per share ("Common Stock"); and (ii) 54,000,000 shares of Preferred Stock, \$1.00 par value per share (Preferred Stock).

(c) On the date hereof, an aggregate of 7,500,000 shares of Common Stock and 54,000,000 shares of Preferred Stock of the Company were issued and outstanding.

**1.02** (a) Acquisition Corporation was incorporated under the laws of the State of Delaware on July 19, 1999.

(b) Acquisition Corporation is authorized to issue an aggregate of 100,000,000 shares of Common Stock, \$0.0001 par value per share ("Acquisition Corporation Stock") and 54,000,000 shares of Preferred Stock, \$0.0001 par value per share ("Acquisition Preferred Stock").

(c) On the date hereof, an aggregate of 1,000 shares of Acquisition Corporation Stock and no shares of Preferred Stock are outstanding.

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## ARTICLE II

### The Merger

**2.01 (a)** The Merger shall become effective as to Acquisition Corporation at any time after 4:00 p.m., Delaware time, on the date ("Effective Time") this Agreement is appropriately filed with the Secretary of State of Delaware pursuant to Section 252 of the Delaware General Corporation Law. Under Texas law, the Merger shall be effective as of the Effective Time of Merger upon the filing of such documents as are required pursuant to Texas corporate law.

(b) The Merger Agreement has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 252 of the Delaware General Corporation Law.

(c) At the Effective Time of the Merger, the Company shall be merged into Acquisition Corporation and the separate corporate existence of the Company shall thereupon cease. Acquisition Corporation shall be the surviving corporation in the Merger and the separate corporate existence of Acquisition Corporation with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

**2.02 (a)** The Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of the Company, all of the properties and assets of the Company and all of the debts, chooses in action and other interests due or belonging to the Company and shall be subject to, and responsible for, all of the debts, liabilities and obligations of the Company with the effect set forth in the Delaware General Corporation Law.

(b) If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Merger Agreement, the officers and directors of the Surviving Corporation shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or to otherwise carry out this Merger Agreement.

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### ARTICLE III

#### **Certificate of Incorporation, Bylaws, And Directors And Officers Of The Surviving Corporation**

**3.01** At the Effective Time, the Certificate of Incorporation of innoVentry Corp., a Delaware corporation, shall remain in its current form.

**3.02** The Bylaws of the Acquisition Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended.

**3.03** The directors of Acquisition Corporation shall be the initial directors of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified.

**3.04** The officers of Acquisition Corporation shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

### ARTICLE IV

#### **Manner and Basis of Converting Shares Of The Constituent Corporations**

**4.01** As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder of any shares of Company capital stock:

(a) Upon the Effective Date of the Merger, one (1) share of the Company's Common Stock issued and outstanding immediately prior thereto shall be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation.

(b) Upon the Effective Date of the Merger one (1) share of the Company's Preferred Stock issued and outstanding immediately prior thereto shall be converted into and exchanged for one (1) fully paid and nonassessable share of Preferred Stock of the Surviving Corporation.

(c) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the Company's obligations under, and continue, the option plans and all other employee benefit plans of the Company. Each outstanding and unexercised option, other right to purchase, or security convertible into, the Company's Common Stock (a "Right") shall become an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each one (1) share of the Company's Common Stock issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Right at the Effective Date of the Merger.

(d) No fraction of a share of the Surviving Corporation's Common Stock will be issued, but in lieu thereof each holder of shares of the Company's capital stock who would otherwise be

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**TRADEMARK  
REEL: 002023 FRAME: 0659**

entitled to a fraction of a share of the Surviving Corporation's Common Stock (after aggregating all fractional shares of the Surviving Corporation's Common Stock to be received by such holder) shall receive from the Surviving Corporation the number of shares otherwise issued or issuable, rounded to the nearest whole share, with one-half share or more being rounded up.

**4.02** As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder of any shares of the Surviving Corporation's capital stock, each share of the Surviving Corporation's Common Stock issued and outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

**4.03 (a)** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of the Company's Common Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of the Company's Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of the Company's Common Stock were converted in the Merger.

(b) The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

(c) Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

## ARTICLE V

### Termination And Amendment

**5.01** Notwithstanding the approval of this Merger Agreement by the stockholders of Company and Acquisition Corporation, this Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of Company and Acquisition Corporation.

**5.02** In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of either Company or Acquisition Corporation or their respective officers or directors.

**5.03** This Merger Agreement may be amended by the parties hereto at any time before or after approval hereof by the stockholders of either Company or Acquisition Corporation, but, after any such approval, no amendment shall be made which by law requires the further approval of the stockholders of either Company or Acquisition Corporation without obtaining such further approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

## **ARTICLE VI**

### **Miscellaneous**

**6.01** The registered office of the Surviving Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 and the Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

**6.02** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 534 Fourth Street, San Francisco, California 94107, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

**6.03** The sole stockholder of Acquisition Corporation approved the Merger.

**6.04** This Merger Agreement may be executed in counterparts.

**FOR  
REFERENCE ONLY**



Received Time 07/29/99 8:53AM

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

"Company"

Mr. Payroll Corporation,  
a Texas Corporation

By: [Signature]  
Its: President FRANK PETRO

By: [Signature]  
Its: Secretary JEFFREY SAPIER

"Surviving Corporation"

innoVentry Corp.,  
a Delaware Corporation

By: [Signature]  
Its: President FRANK PETRO

By: [Signature]  
Its: Secretary JEFFREY SAPIER

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