

02-23-2000

Docket No.:

0107112-001



101272796

Tab settings

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

RECEIVED

JAN 14 AM 10:52

OPR/FINANCE

1. Name of conveying party(ies):

RJA/ Lorrion, Inc.  
549 W. Randolph Street  
Chicago, IL 60661

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other

Additional names(s) of conveying party(ies)  Yes  No

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

Name: Rolf Jensen & Associates, Inc.

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

Street Address: 549 W. Randolph Street

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 1, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,611,668

Additional numbers

Yes  No

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

Name: Melissa Masiello, Esq.

Internal Address: Bell, Boyd & Lloyd LLC

Street Address: P.O. Box 1135

City: Chicago State: IL ZIP: 60690

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

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

02/22/2000 DNGUYEN 00000215 1611668

01 FC:481

40.00 DP

FEE OK

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.

Melissa Masiello, Esq.

Name of Person Signing

Melissa Masiello

Signature

January 14, 2000

Date

Total number of pages including cover sheet, attachments, and

10



# State of Illinois Office of The Secretary of State

Whereas,

ARTICLES OF MERGER OF  
ROLF JENSEN & ASSOCIATES, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 2ND day of DECEMBER A.D. 1999 and of the Independence of the United States the two hundred and 24TH



*Jesse White*

Secretary of State

BOX 170

TRADEMARK  
REEL: 002025 FRAME: 0151

Form **BCA-11.25**

**ARTICLES OF MERGER  
CONSOLIDATION OR EXCHANGE**

File # 4945-542-9

(Rev. Jan. 1999)

Jesse White  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-6961  
http://www.sos.state.il.us

**SUBMIT IN DUPLICATE**

**FILED**

This space for use by  
Secretary of State

Date 12-2-99

Filing Fee \$ 100.-

Approved: [Signature]

DEC 2 1999

JESSE WHITE  
SECRETARY OF STATE

**DO NOT SEND CASH!**  
Remit payment in check or money  
order, payable to "Secretary of State."  
Filing Fee is \$100, but if merger or  
consolidation involves more than 2  
corporations, \$50 for each additional  
corporation.

1. Names of the corporations proposing to <sup>merge</sup>~~consolidate~~, and the state or country of their incorporation:  
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>RJA/Lorron, Inc.</u>	<u>Illinois</u>	<u>60490686</u>
<u>Rolf Jensen &amp; Associates, Inc.</u>	<u>Illinois</u>	<u>49455429</u>

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange. Illinois

3. (a) Name of the <sup>surviving</sup>~~new~~ corporation: Rolf Jensen & Associates, Inc.  
~~acquiring~~

(b) it shall be governed by the laws of: Illinois

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of <sup>merger</sup>~~consolidation~~ is as follows:  
~~exchange~~ See attached Exhibit A

**EXPEDITED**

DEC 2 1999

SECRETARY OF STATE

**BOX 170**

5. Plan of <sup>merger</sup> consolidation was approved, as to each corporation not organized in Illinois, in compliance with the laws of the exchange state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§ 11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
<u>RJA/Lorron, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Rolf Jensen &amp; Associates, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. (Not applicable if surviving, new or acquiring corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

BOX 170

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was \_\_\_\_\_, \_\_\_\_\_ (Month & Day) (Year)

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received?  Yes  No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated December 1, 1999  
(Month & Day) (Year)

RJA/Lorrion, Inc.  
(Exact Name of Corporation)

attested by *Ralph Transue*  
(Signature of Secretary or Assistant Secretary)

by *Martin Reiss*  
(Signature of President or Vice President)

Ralph Transue, Secretary  
(Type or Print Name and Title)

Martin Reiss, President  
(Type or Print Name and Title)

Dated December 1, 1999  
(Month & Day) (Year)

Rolf Jensen & Associates, Inc.  
(Exact Name of Corporation)

attested by *Ralph Transue*  
(Signature of Secretary or Assistant Secretary)

by *Martin Reiss*  
(Signature of President or Vice President)

Ralph Transue, Secretary  
(Type or Print Name and Title)

Martin Reiss, President  
(Type or Print Name and Title)

Dated \_\_\_\_\_, \_\_\_\_\_  
(Month & Day) (Year)

\_\_\_\_\_  
(Exact Name of Corporation)

attested by \_\_\_\_\_  
(Signature of Secretary or Assistant Secretary)

by \_\_\_\_\_  
(Signature of President or Vice President)

C-195.8 \_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Type or Print Name and Title)

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of the 1<sup>st</sup> day of December, 1999, by and between Rolf Jensen & Associates, Inc., an Illinois corporation ("RJA, Inc."), and RJA/Lorron, Inc., an Illinois corporation ("RJA/Lorron").

### Recitals

WHEREAS, RJA/Lorron is a corporation duly organized and existing under the laws of the State of Illinois, with authorized capital stock of 1,000 shares of common stock, no par value, ("RJA/Lorron Common Stock") of which 1,000 shares are issued and outstanding and held by The RJA Group, Inc., an Illinois corporation ("RJA Group");

WHEREAS, RJA, Inc. is a corporation duly organized and existing under the laws of the State of Illinois, with authorized capital stock of 1,000 shares of common stock, no par value ("RJA, Inc. Common Stock"), of which 100 shares are issued and outstanding and held by RJA Group;

WHEREAS, the Board of Directors of RJA Group, the sole shareholder of RJA/Lorron and RJA, Inc., has determined that it is desirable and in the best interests of each of the corporations to effect a tax-free reorganization meeting the requirements of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Internal Revenue Code (the "Merger"), whereby on or prior to the Effective Date, RJA/Lorron will be merged into RJA, Inc., which will be the surviving corporation in the Merger, pursuant to The Illinois Business Corporation Act of 1983, as amended (the "Act"); and

WHEREAS, RJA Group, as sole shareholder of RJA, Inc. and RJA/Lorron, has adopted resolutions approving the Merger and authorizing the execution hereof;

### Covenants

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to effect the Merger provided for in this Agreement and Plan of Merger on the terms and conditions set forth herein.

## I. GENERAL

**1.1 Merger.** On the Effective Date, as hereinafter defined, RJA/Lorron shall be merged into RJA, Inc., which shall be the surviving corporation of the Merger and whose name shall continue to be Rolf Jensen & Associates, Inc. (the "Surviving Corporation").

**1.2 Capitalization.** The number of authorized shares of the capital stock of the Surviving Corporation shall be 1,000 shares of common stock, no par value per share.

**BOX 170**

**1.3 Articles of Incorporation and Bylaws.** On the Effective Date, the Articles of Incorporation of RJA, Inc., as in effect immediately prior to the Effective Date, shall be and remain the Articles of Incorporation of the Surviving Corporation until amended. At the Effective Date, the Bylaws of RJA, Inc., shall be the Bylaws of the Surviving Corporation until altered, amended or repealed.

**1.4 Directors and Officers.** On the Effective Date, the directors and officers of the Surviving Corporation shall be the existing directors and officers of RJA, Inc., on such date, and they shall hold office until their successors have been elected and qualified in accordance with the Act and the Bylaws of the Surviving Corporation.

**1.5 Effective Date.** The Effective Date of the Merger shall be December 31, 1999 (the "Effective Date").

**1.6 Effects of the Merger.** The Merger shall have the effects set forth in Section 11.50 of the Act.

## II. CAPITAL STOCK OF THE SURVIVING CORPORATION

**2.1 Stock of RJA/Lorron.** On and as of the Effective Date, all of the issued and outstanding shares of RJA/Lorron shall, by virtue of the Merger, be automatically cancelled. From and after the Effective Date, all previously issued certificates for RJA/Lorron stock shall be deemed, for all purposes, surrendered and cancelled.

**2.2 Stock of RJA, Inc.** On and as of the Effective Date, each share of RJA, Inc., Common Stock issued and outstanding immediately prior to the Effective Date, by virtue of the Merger and without action on the part of the holder thereof, shall continue to represent one issued and outstanding share of common stock, without par value, of the Surviving Corporation.

**2.3 Exchange of Certificates.** No exchange of certificates representing shares of RJA, Inc. common stock is required; and from and after the Effective Date all such certificates shall be deemed for all purposes to be or represent the same number of shares of the Surviving Corporation.

**2.4 Property and Liabilities.** On the Effective Date, the separate existence of RJA/Lorron shall cease and RJA/Lorron shall be merged into RJA, Inc., known subsequent to the Merger as the Surviving Corporation. The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of the merging corporation; and all rights, privileges, powers and franchises of the merging corporation, and all property, real, personal and mixed, and debts due to the merging corporation on whatever account as well for stock subscriptions as all other things in action or belonging to the merging corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the merging corporation, and the title to any real estate vested by deed or otherwise in the merging

corporation shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon the property of the merging corporation shall be preserved unimpaired, and all debts, liabilities and duties of the merging corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties have been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against a merging corporation may be prosecuted to judgment or decree as if such merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

### III. AMENDMENT AND TERMINATION

**3.1 Amendment.** The President or Vice President of RJA, Inc. on behalf of RJA, Inc., and the President of RJA/Lorron, on behalf of RJA/Lorron, may, but only by a signed writing, amend or modify this Agreement and Plan of Merger prior to the Effective Date.

**3.2 Termination.** This Agreement and Plan of Merger may be terminated and the Merger and other transactions herein provide for abandoned at any time on or prior to the Effective Date regardless of shareholder approval, if the Board of Directors of RJA Group, acting on behalf of RJA Group, the sole shareholder of RJA/Lorron and RJA, Inc., determines that the consummation of the transactions provided for herein would not, for any reason, be in its or their best interests.

### IV. MISCELLANEOUS

**4.1 Counterparts.** This Agreement and Plan of Merger may be executed in any number of counterparts or may be, where the same is not required, certified or otherwise delivered without the testimonium clause and signature; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**4.2 Governing Law.** This Agreement and Plan of Merger shall be construed in accordance with the laws of the State of Illinois.

**4.3 Further Assurances.** RJA/Lorron agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege, or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in Article I hereof and otherwise to carry out the intent and purposes hereof.

BOX 170



IN WITNESS WHEREOF, each of RJA/Lorron and RJA, Inc. has, pursuant to authority duly given by written consent of its sole shareholder, RJA Group, caused this Agreement and Plan of Merger to be executed on its behalf and in its corporate name by its President or Vice President and its corporate seal to be hereunto affixed and attested to by its Secretary or Assistant Secretary, as of the date first above written.

RJA/LORRON, INC.

By: Martin H. Reiss  
Martin H. Reiss, President

Attest: Ralph E. Transue  
Ralph E. Transue, Secretary

ROLF JENSEN & ASSOCIATES, INC.

By: Martin H. Reiss  
Martin H. Reiss, President

Attest: Ralph E. Transue  
Ralph E. Transue, Secretary

170