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FORM PTO-1618A
EPC/PTO/1618A
OMB 0710-0011

03-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
- Merger
- 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

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

03/21/2000 DCORTES 00000098 75231622

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01 FC:461
02 FC:462

40.00 OP
250.00 OP

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

TRADEMARK

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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)

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

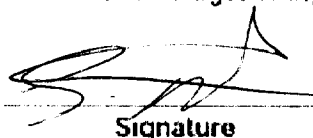
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Sean Moshir, CEO, President
Name of Person Signing


Signature

February 7, 2000
Date Signed

**CERTIFICATE OF INCORPORATION
OF
HTSC Acquisition, Inc.**

Pursuant to the General Corporation Law
of the State of Delaware

1. Name. The name of this Corporation is HTSC Acquisition, Inc. (the "Corporation").
2. Registered Office and Agent. The location of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. Purpose. The purpose for which the Corporation is organized is the transaction of any or all lawful activity for which corporations may be organized under the General Corporation Law of Delaware, as it may be amended from time to time ("GCL").
4. Authorized Capital.
 - A. The Corporation is authorized to issue two classes of stock to be designated, respectively, Preferred Stock ("Preferred Stock") and Common Stock ("Common Stock"). The total number of shares of capital stock that the Corporation shall have authority to issue is 2,000,000. The total number of shares of Preferred Stock the Corporation shall have authority to issue is 800,000. The total number of shares of Common Stock the Corporation shall have authority to issue is 1,200,000. The Preferred Stock shall have a par value of \$.001 per share and the Common Stock shall have a par value of \$.001 per share.
 - B. Subject to the provisions of applicable law and Section C below, the rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below:
 - (i) Subject to the rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and if declared by the Board of Directors of the Corporation (the "Board of Directors"), out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors;
 - (ii) Upon the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation and any amounts to which the holders of any Preferred Stock shall be entitled, as hereinafter provided, the holders of the Common Stock shall be entitled to share ratably in the remaining assets of the Corporation;
 - (iii) The Common Stock is not redeemable; and

- (iv) The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by applicable law.

C. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is expressly authorized, subject to any limitations prescribed by applicable law, to provide for the issue of all shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such shares (a "Preferred Stock Designation") and as may be permitted by the GCL.

D. In the event that any shares of any series of Preferred Stock shall be redeemed or converted pursuant to the terms of a Preferred Stock Designation, the share so redeemed or converted shall be cancelled and shall not be reissued (as treasury shares), sold or transferred as a share of such series but such shares shall become unclassified Preferred Stock of the Corporation.

5. No Preemptive Rights. The shareholders of the Corporation shall have no preemptive rights.

6. Incorporator. The name and address of the Incorporator are as follows: Sean Moshir, 3370 North Hayden Road, Suite 123-175, Scottsdale, Arizona 85251. The powers of the Incorporator shall terminate upon the filing of this Certificate of Incorporation.

7. Board of Directors. The name and address of the person who is to serve as the initial director of the Corporation until the first annual meeting of the stockholders of the Corporation, or until his successor(s) are duly elected and qualified are as follows:

Sean Moshir, 3370 North Hayden Road, Suite 123-175, Scottsdale, Arizona 85251.

8. Liability of Directors. No director of the Corporation shall have personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such a director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of a law, (iii) pursuant to Section 174 of the GCL, or (iv) for any transaction from which such director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended. No amendment to or repeal of this Article 7 shall apply to or have an

effect on the liability of a director of the Corporation with respect to any act or omission occurring prior to the time of such repeal or modification.

9. Indemnification.

A. Right to Indemnification. Subject to the terms and conditions of this Section 9, each officer or director of the Corporation who was or is made a party or witness or is threatened to be made a party or witness to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action or inaction in an official capacity while serving as a director, officer, employee or agent, will be indemnified and held harmless by the Corporation to the fullest extent authorized by the GCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnatee in connection therewith and such indemnification will continue as to an indemnatee who has ceased to be a director, officer, employee or agent and will inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that, except as provided in this Section 9 with respect to proceedings to enforce rights to indemnification, the Corporation will indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 9 will include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the law requires, an advancement of expenses incurred by an indemnatee will be made only upon delivery to the Corporation of an undertaking in the form then required by the law (if any), by or on behalf of such indemnatee, with respect to the repayment of amounts so advanced (hereinafter an "undertaking").

B. Right of Indemnatee to Bring Suit. If a claim from an indemnatee under Section 9(A) is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period will be twenty (20) days, the indemnatee may at any time thereafter bring a lawsuit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such lawsuit or in a lawsuit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnatee will be entitled to be paid also the expenses of prosecuting or defending such lawsuit. In (i) any lawsuit brought by the indemnatee to enforce a right to indemnification hereunder (but not in a lawsuit brought by the

indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any lawsuit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation will be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the law. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such lawsuit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the indemnitee has not met such applicable standard of conduct, will create a presumption that the indemnitee has not met the applicable standard or conduct or, in the case of such a lawsuit brought by the indemnitee, be a defense to such lawsuit. In any lawsuit brought by the indemnitee to enforce a right hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Section or otherwise will be on the Corporation.

C. Specific Limitations on Indemnification. Notwithstanding anything in this Section 9 to the contrary, the Corporation will not be obligated to make any payment to any indemnitee with respect to any proceeding (i) to the extent that payment is actually made to the indemnitee under any insurance policy, or is made to indemnitee by the Corporation or an affiliate thereof otherwise than pursuant to this Section, (ii) for any expense, liability or loss in connection with a proceeding settled without the Corporation's written consent, which consent, however, must not be unreasonably withheld, (iii) for an accounting of profits made from the purchase or sale by the indemnitee of securities of the Corporation within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of any state statutory or common law, or (iv) where prohibited by applicable law.

D. Contract. The provisions of this Section 9 are a contract between the Corporation and each director and officer who serves in such capacity at any time while such Section 9 is in effect, and any repeal or modification of this Section 9 will not affect any rights or obligations then existing with respect to any state of facts existing during or before such repeal or modification or any action, lawsuit or proceeding brought before or after such repeal or modification based in whole or in part upon any such state of facts.

E. Partial Indemnity. If the indemnitee is entitled under any provision of this Section 9 to indemnification by the Corporation for some or a portion of the expenses, liabilities or losses incurred in connection with an action, lawsuit or proceeding but not, however, for all of the total amount thereof, the Corporation will nevertheless indemnify the indemnitee for the portion thereof to which the indemnitee is entitled. Moreover, notwithstanding any other provision of this Section 9, to the extent that the indemnitee has been successful on the merits or otherwise in defense of any or all claims relating in whole or in part to an action, lawsuit or proceeding or in defense of any issue or matter therein, including dismissal without prejudice, the indemnitee will be indemnified against all loss, expense and liability incurred in connection with the portion of the action,

lawsuit or proceeding with respect to which the indemnitee was successful on the merits or otherwise.

- F. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Section 9 will not be exclusive of any other right which any person may have or acquire in the future under any statute, the Certificate of Incorporation, bylaw, agreement, vote of shareholders or disinterested directors or otherwise.
- G. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the law.
- H. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section 9 with respect to the indemnification and advancement of expenses of directors and officers of the Corporation, or to such lesser extent as may be determined by the Board of Directors.
- I. Notice by Indemnitee and Defense of Claim. The indemnitee must promptly notify the Corporation in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any matter, whether civil, criminal, administrative or investigative. The omission so to notify the Corporation will not relieve it from any liability which it may have to the indemnitee if such omission does not prejudice the Corporation's rights. If such omission does prejudice the Corporation's rights, the Corporation will be relieved from liability only to the extent of such prejudice; nor will such omission relieve the Corporation from any liability which it may have to the indemnitee otherwise than under this Section 9. With respect to any actions, lawsuits or proceedings as to which the indemnitee notifies the Corporation of the commencement thereof:
- (i) The Corporation will be entitled to participate therein at its own expense; and
 - (ii) The Corporation will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the indemnitee; provided, however, that the Corporation will not be entitled to assume the defense of any proceeding (and this Section 9(I) will be inapplicable to such proceeding) if the indemnitee will have concluded reasonably that there may be a conflict of interest between the Corporation and the indemnitee with respect to such action, lawsuit or proceeding. After notice from the Corporation to the indemnitee of its election to assume the defense thereof, the Corporation will not be liable to the indemnitee under this Section 9 for any expenses subsequently incurred by the indemnitee in

connection with the defense thereof, other than reasonable costs of investigation or as otherwise provided below. The indemnitee will have the right to employ its own counsel in such proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof will be at the expense of the indemnitee unless:

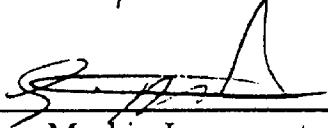
- (a) The employment of counsel by the indemnitee has been authorized by the Corporation in writing; or
- (b) The Corporation has not employed counsel to assume the defense in such proceeding within a reasonable period of time after giving the indemnitee notice of its assumption of the defense or has not assumed such defense and be acting in connection therewith with reasonable diligence;

in each of which cases the fees and expenses of such counsel shall be at the expense of the Corporation.

- (iii) The Corporation will not settle any proceeding in any manner which would impose any penalty or limitation on the indemnitee without the indemnitee's written consent; provided, however, that the indemnitee will not unreasonably withhold his consent to any proposed settlement.

- 10. Directors; Election of Directors. The number of persons to serve on the Board of Directors shall be fixed from time to time as provided in the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.
- 11. Bylaws. In furtherance and not in limitation of the powers conferred by applicable law, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.
- 12. Duration. The duration of the Corporation shall be perpetual.

The undersigned, being the Incorporator, hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Laws of the State of Delaware, hereby declares and certifies that these are my acts and deeds and the facts herein stated are true, and accordingly have hereunto set my hand to this 17 day of September, 1999.

By: 
Sean Moshir, Incorporator