

04-04-2000

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)
City State/Country Zip Code

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

04/03/2000 JSN020ZZ 00000093 75445840

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 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
REEL: 002043 FRAME: 0123

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)

<input type="text" value="75-445840"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,292,182"/>	<input type="text" value="2,292,183"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Mark Lerner

Name of Person Signing



Signature

2/23/00

Date Signed

AGREEMENT OF MERGER

AGREEMENT OF MERGER (the "Agreement"), dated as of July 16, 1999, by and between **DATEK ONLINE BROKERAGE SERVICES CORP.**, a New York corporation, (the "Corporation") and **DATEK ONLINE BROKERAGE SERVICES LLC**, a New York limited liability company (the "LLC")

WITNESSETH:

WHEREAS, the Board of Directors of the Corporation and the Managing Member of the LLC have determined that it is in the best interests of their respective companies and their respective members and shareholders to consummate the transaction contemplated for herein; and

WHEREAS, the LLC desires to acquire the Corporation in a merger (the "Merger"), pursuant to which the Corporation will be merged with and into the LLC in accordance with the provisions of the Limited Liability Company Law of the State of New York (the "LLCL") and upon the terms and conditions set forth herein.

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

1. The Merger.

1.1 Constituent Entities; Surviving Company. The names of the constituent entities are "Datek Online Brokerage Services Corp." and "Datek Online Brokerage Services LLC" (collectively, the "Constituent Entities"). The Corporation will be merged with and into the LLC and the LLC, following the Merger, is hereinafter sometimes referred to as the "Surviving Company."

1.2 Equity Interests of the Constituent Entities. Datek Online Holdings Corp. owns (i) 100% of the outstanding shares of the capital stock of the Corporation and (ii) 100% of the membership interests of the LLC.

1.3 Effective Time. The Merger shall be effective (the "Effective Time") upon the filing of the Certificate of Merger (the "Certificate") by the Department of State of the State of New York (the "Department of State"). A copy of the Certificate is appended hereto as Exhibit A and is expressly made part of this Agreement.

1.4 Effect of the Merger. At the Effective Time, the Corporation shall be merged with and into the LLC in accordance with the provisions of this Agreement and Section 1001 of the LLCL, and the separate corporate existence of the Corporation (except as may be continued by operation of law) shall cease. The Surviving Company shall possess all the rights, privileges, immunities, powers and franchises of the Constituent Entities; all assets and property, real, personal and mixed, and all debts due on whatever account, and all choses in action and all and every other obligation or interest, of or belonging to or due each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; and the Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Entities which may be enforced against it to the same extent as if such liabilities and obligations had been incurred or contracted by it.

1.5 Governing Documents: Certificate.

1.5.1 Governing Documents. The Articles of Organization of the LLC shall be the Articles of Organization of the Surviving Company.

1.5.2 Filing of Certificate. Concurrently with the closing of the Merger, the parties hereto shall cause the Certificate to be filed with the Secretary of State of New York. Pursuant to Section 10003 of the LLCL, upon such filing the Merger shall be effected.

2. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or any member or shareholder thereof, each share of the common stock, no par value, of the Corporation shall be cancelled and retired without payment of any consideration therefor and the membership interests of the LLC shall remain unchanged in the hands of the holder thereof as the outstanding equity interests of the Surviving Company.

3. Miscellaneous.

3.1 Termination and Abandonment. This Agreement and the Merger may be terminated and abandoned by mutual agreement between the Board of Directors and the Manager of the parties hereto at any time prior to the Effective Time.

3.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

3.3 Headings. The headings appearing in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of the provisions hereof.

3.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to its principles of conflict laws.

3.5 Entire Understanding; Amendment, Waiver, etc. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and no amendment, waiver or modification of the terms or provisions hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

{Signature Page Follows}

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

DATEK ONLINE BROKERAGE SERVICES CORP.

By: *Robinson Markel*
Robinson Markel, Secretary

DATEK ONLINE BROKERAGE SERVICES LLC

By: Datek Online Holdings Corp., Managing Member

By: *Robinson Markel*
Robinson Markel, Secretary