



Tab settings

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

1. Name of conveying party(ies): MURD
3.3.00
Covalent Research Alliance Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 27, 1999

2. Name and address of receiving party(ies)

Name: Covalent Group, Inc.
Internal Address: 1275 Drummer's Lane
Street Address: Suite 100
City: Wayne State: MI ZIP: 48091

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

If assignee 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/501,499

B. Trademark Registration No.(s)

2,048,396

Additional numbers attached? Yes No

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

Name: Martin L. Faigus, Esq.
Internal Address: Caesar, Rivise, Bernstein,
Cohen & Pokotilow, Ltd.

Street Address: 1635 Market Street
12th Floor, Seven Penn Center
City: Philadelphia State: PA ZIP: 19103-
2212

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-0075

(Attach duplicate copy of this page if paying by deposit account)

4/25/2000 TTON11 00000201 030075 2048396

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1 FC:481 40.00 CH
2 FC:482 25.00 CH

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.

Martin L. Faigus
Name of Person Signing

Martin L. Faigus
Signature

February 28, 2000
Date

Total number of pages including cover sheet, attachments, and document: 5

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 22, 1999 (this "Agreement") is made and entered into by and between COVALENT GROUP, INC., a Nevada corporation with its principal place of business at 1275 Drummers Lane, Suite 100, Wayne, PA 19087 ("Covalent"), and COVALENT RESEARCH ALLIANCE CORP., a Pennsylvania corporation with its principal place of business at 453 Lower Indianhead Road, Oaks, PA 19456 ("CRA"). Covalent and CRA are sometimes collectively referred to in this Agreement as the "Constituent Corporations."

BACKGROUND

The respective Constituent Corporations have determined that it would be administratively and economically advantageous, and in the best interests of the respective Constituent Corporations, to merge their operations and activities, among other reasons, to simplify the corporate structure and to eliminate unnecessary duplicative administrative, management and accounting costs. The Constituent Corporations desire to merge CRA, a direct, wholly owned subsidiary of Covalent, into Covalent pursuant to the provisions of Chapter 19 Subchapter C of the Pennsylvania Business Corporation Law of 1988, as amended (the "PABCL") and Chapter 92A of the Nevada Revised Statutes ("Chapter 92A").

IN CONSIDERATION of the foregoing premises, and the mutual promises, covenants and agreements contained in this Agreement, Covalent and CRA, intending to be legally bound, hereby agree as follows:

1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the relevant provisions of the PABCL and Chapter 92A, at the Effective Time (as defined in Section 7 hereof), CRA and Covalent, shall be merged with and into Covalent. As a result of the merger, the separate corporate existence of CRA shall cease (the "Non-Surviving Corporation") and Covalent shall continue as the surviving corporation (the "Surviving Corporation") of the merger under the laws of the Nevada Revised Statutes.

2. Conversion of Outstanding Securities. At the Effective Time, by virtue of the merger and without any further action on the part of either of the Constituent Corporations or their respective shareholders:

(a) each share of the Surviving Corporation's Common Stock, par value \$.001 per share (the "Surviving Corporation Common Stock"), issued and outstanding immediately prior to the Effective Time shall continue in full force and effect; and

(b) all shares of the Non-Surviving Corporation's Common Stock, par value \$.001 per share (the "Non-Surviving Common Stock") issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished in their respective entireties.

Upon presentation of certificates or lost certificate affidavits reasonably acceptable to the Surviving Corporation representing shares of Non-Surviving Common Stock issued and outstanding immediately prior to the Effective Time, the Surviving Corporation shall cancel such certificates.

3. Articles of Incorporation. The Surviving Corporation's articles of incorporation as in effect as of the Effective Time shall become the Surviving Corporation's articles of incorporation from and after the Effective Time, subject to the Surviving Corporation's right to amend its article of incorporation in accordance with the

Chapter 92A and the Surviving Corporation's articles of incorporation and bylaws.

4. Bylaws. The present bylaws of the Surviving Corporation as in effect as of the Effective Time will be the bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Nevada Revised Statutes.
5. Directors and Officers. The directors and officers in office of the Surviving Corporation at the Effective Time shall be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.
6. Shareholder Voting. The merger of the Non-Surviving Corporation with and into the Surviving Corporation shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the Non-Surviving Corporation, and this Agreement herein made and approved shall not be required to be admitted to the stockholders of the Surviving Corporation for their approval or rejection pursuant to provisions 92A.130 or 92A.180, as applicable, of the Nevada Revised Statutes.
7. Effective Time of the Merger. Articles of Merger, in form and substance reasonably satisfactory to the Constituent Corporations, shall be filed with the Secretary of State for the State of Nevada and the merger shall become effective at 11:59 p.m. on April 30, 1999 (the "Effective Time").
8. Termination. This Agreement and the merger may be terminated or amended by the Constituent Corporations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be duly executed as of the date first written above.

COVALENT GROUP, INC.

Attest: *William K. Schmitt*

By: *Ben Schmitt*

Its: President

COVALENT RESEARCH ALLIANCE CORP.

Attest: *William K. Schmitt*

By: *Ben Schmitt*

Its: President

TOTAL P.09

TRADEMARK

REEL: 002059 FRAME: 0128

RECORDED: 03/03/2000

FAX NO.: 6109755860

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FROM: COVALENT