

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"/>	<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" value="2015841"/>	<input type="text" value="2015839"/>	<input type="text" value="2040185"/>
<input type="text" value="2012126"/>	<input type="text" value="2012125"/>	<input type="text" value="2017869"/>
<input type="text" value="1854929"/>	<input type="text" value="1854649"/>	<input type="text" value="1850088"/>

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.

Andrea M. Bond
Name of Person Signing

Andrea M. Bond
Signature

April 8, 2000
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional 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

Enter Additional 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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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"/>	<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"/>	<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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1851480	1808085	1628278
<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"/>	<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"/>	<input type="text"/>

SECRETARY OF STATE*Certificate of Merger*

I, Joan Anderson Growe, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

CT: TAKING CHARGE, INC.

MN: TAKING CHARGE, INC.

State of Formation and Name of Surviving Entity:

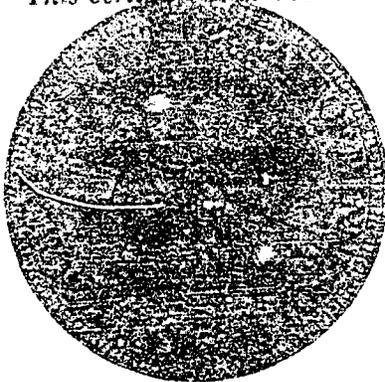
MN: TAKING CHARGE, INC.

Effective Date of Merger: 1/25/99

Name of Surviving Entity After Effective Date of Merger:

TAKING CHARGE, INC.

This certificate has been issued on: 1/25/99



Mary Hoffmeyer
Secretary of State.

107-448

16045

ARTICLES OF MERGER
OF
TAKING CHARGE, INC., a Connecticut Corporation
INTO
TAKING CHARGE, INC., a Minnesota Corporation

Taking Charge, Inc., a Connecticut corporation (hereinafter referred to as "TCC") and Taking Charge, Inc., a Minnesota corporation (hereinafter referred to as "TCM"), through their respective Board of Directors and pursuant to Minnesota Statutes Sections 302A.601-302A.651 and Connecticut Statutes hereby adopt the following Articles of Merger:

1. A copy of the Plan and Agreement of Merger adopted by the Board of Directors of TCM and TCC is attached hereto as Exhibit "A".
2. The effective date of these Articles of Merger shall be the date the Articles of Merger are filed with the secretary of state.
3. After the merger of TCC into TCM, the name of the surviving corporation shall be Taking Charge, Inc.
4. The Plan of Merger was approved by TCM and TCC in accordance with Chapters 302A of the Minnesota Statutes and the laws of the State of Connecticut.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have hereunto executed these Articles of Merger on behalf of said corporations on this 21st day of October, 1998

"TCC": TAKING CHARGE, INC., a Connecticut corporation

By: *Paul J. Haese*
Its: Vice President & Corp. Secretary

"TCM": TAKING CHARGE, INC., a Minnesota corporation

By: *Paul J. Haese*
Its: Vice President & Corp. Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into this 21st day of October, 1998 by and between Taking Charge, Inc., a Minnesota corporation ("TCM"), and Taking Charge, Inc., a Connecticut corporation ("TCC"). TCM and TCC are sometimes collectively referred to as the Constituent Corporations.

RECITALS:

1. TCM is a corporation duly organized and existing under the laws of the State of Minnesota, with an authorized capital stock consisting of 10,000,000 shares of common stock with a par value of \$0.01 per share, of which 1 share is issued and outstanding.
2. TCC is a corporation duly organized and existing under the laws of the State of Minnesota with an authorized capital stock consisting of 5,000 shares of common stock with no par value per share, of which 156.5 shares are issued and outstanding.
3. The principal office of TCM is in the City of Bloomington, County of Hennepin, State of Minnesota and the principal office of TCC is in the City of Bloomington, County of Hennepin, State of Minnesota.
4. TCM and TCC are corporations organized for the purpose of carrying on businesses of the same nature.
5. The respective boards of directors of TCM and TCC, deem it advisable and generally to the advantage and welfare of the Constituent Corporations and their respective stockholders that TCC be merged into TCM under and pursuant to the provisions of the laws of the State of Minnesota and pursuant to the provisions of the laws of the State of Connecticut.

In consideration of the premises and the mutual agreements, covenants, grants, and provisions herein contained, the parties hereby agree that TCC shall be and hereby is merged into TCM, which shall be the surviving corporation (sometimes the "Surviving Corporation"), under the laws of the States of Minnesota and Connecticut and that the terms and conditions of the merger and the method of carrying the merger into effect (the "Merger") are as hereinafter set forth.

1. **Merger Date.** On the Merger Date (as hereinafter defined), the separate existence of TCC shall cease and TCC shall be merged into TCM. The Merger shall be effective on the date the Articles of Merger are filed with the secretary of state (the "Merger Date") and TCM shall continue its corporate existence and be the corporation surviving the merger ("Surviving Corporation").
2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation of TCM originally filed on October 9, 1998, shall on the Merger Date, be the Articles of Incorporation of the Surviving Corporation until amended or repealed. The Bylaws of TCM shall, on the Merger Date, be the Bylaws of the Surviving Corporation.

3. **Directors and Officers.** The Directors and Officers of TCM on the Merger Date shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified.

4. **Conversion of Shares in the Merger.** The mode of carrying into effect the Merger and the manner of converting the shares of TCC into shares of the Surviving Corporation are as follows:

4.1 On the Merger Date, each share of TCC no par value common stock, issued and outstanding shall be converted into and become 1000 shares of \$0.01 par value common stock of the Surviving Corporation, and each holder of outstanding common stock of TCC upon surrender to the Surviving Corporation of one or more TCC stock certificates for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of common stock of the Surviving Corporation. Each issued share of common stock held in the treasury of TCC on the Merger Date shall be canceled and shall not be converted.

4.2 **Surrender of Certificates.** On the Merger Date, the stock certificates representing common stock of TCC issued and outstanding on the Merger Date shall be surrendered for exchange to the Surviving Corporation as provided above.

4.3 **Fractional Interests.** No fractional shares of Common Stock of the Surviving Corporation shall be issued.

4.4 **Status of Surviving Corporation Common Stock.** All shares of common stock of the Surviving Corporation into which shares of common stock of TCC are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of common stock of TCC.

5. **Effect of the Merger.** On the Merger Date, the Surviving Corporation shall succeed to all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations; all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, and all property, rights, privileges, immunities, powers and franchises, and all and every other property of the Surviving Corporation and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

6. **Accounting Matters.** The assets and liabilities of the Constituent Corporations on the Merger Date shall be taken up on the books of the Surviving Corporation at the amounts at which

they were carried on the Merger Date on the books of the respective Constituent Corporations. The amount of capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate amount of the par value of the common stock to be issued in the Merger.

7. Approval of Shareholders; Filing of Merger Documents.

This Agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law. If the Merger is adopted and approved, the Agreement and Plan of Merger, Articles of Merger and Certificate of Merger attached as Exhibit A shall be executed and filed with the Secretary of State of the States of Connecticut and Minnesota as applicable.

8. Termination and Abandonment. This Agreement may be terminated and abandoned at any time before the Merger Date whether before or after adoption or approval of this Agreement by the shareholders of the Constituent Corporations as follows:

(a) By the mutual consent of the Boards of Directors of the Constituent Corporations.

(b) Upon a termination of this Agreement as provided in subparagraph (a) above, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and counsel.

9. Miscellaneous.

9.1 Further Assurances. At any time, and from time, after the Merger Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communications whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

9.3 Headings. The section and subsection headings of this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

9.5 Amendments. Any of the terms or conditions of this Agreement may not be modified or waived at any time before the Merger Date except as agreed to between the Constituent Corporations.

9.6 Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by either party of its rights under this Agreement without the written consent of the other party shall be void.

9.7 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed as of the day and year first above written.

"TCM":

TAKING CHARGE, INC., a Minnesota corporation

By: *William Hare*
Its: Vice President / Secretary

"TCC":

TAKING CHARGE, INC., a Connecticut corporation

By: *Barbara Hare*
Its: Vice President / Corporate Sec'y

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JAN 25 1999

Henry Hillborg
Secretary of State