

08-08-2000

FORM PTO-1595  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



SHEET

Docket No. 230/220 and 231/022

101425416

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

1. Name of conveying party(ies): Jedix Software Systems

Individual       Association  
 General Partnership     Limited Partnership  
 Corporation      State: California  
 Other

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

*Handwritten:* 7-17-00

2. Name and address of receiving party:

Name: ExpertCity.com, Inc.  
Internal Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street Address: 5385 Hollister, Suite 111  
City: Santa Barbara State: CA Zip: 93111

Individual(s) Citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation State Delaware  
 Other

Additional name(s) & address(es) attached?     Yes     No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement     Change of Name  
 Other \_\_\_\_\_

Execution Dates: June 17, 1999

4. Application number(s) or Trademark number(s):  
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No(s). 75/709,261; 75/709,262 and 75/709,258  
B. Trademark No(s): \_\_\_\_\_

Additional numbers attached?     Yes     No

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

Name: Corrine M. Freeman, Esq.  
Internal Address: LYON & LYON LLP  
633 West Fifth Street, Suite 4700  
Los Angeles, CA 90071-2066  
Phone: (213) 489-1600 or (949) 567-2300

6. Total number of applications and trademarks involved: 3

7. Total fee (37 CFR 3.41): \$90.00  
 Enclosed  
 Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

DO NOT USE THIS SPACE

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.

Corrine M. Freeman      Date: 7/11/00  
Corrine M. Freeman, Reg No. 37,625

Total number of pages including cover sheet: 10

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

08/08/2000 NTW11    00000041 75709261  
01 FC:481    40.00 OP  
02 FC:442    50.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK  
REEL: 002116 FRAME: 0580

State of Delaware  
Office of the Secretary of State

---

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:  
"JEDIX SOFTWARE SYSTEMS", A CALIFORNIA CORPORATION,  
WITH AND INTO "EXPERTCITY.COM, INC." UNDER THE NAME OF "EXPERTCITY.COM, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF JULY, A.D. 1999, AT 4 O'CLOCK P.M.



3046925 8100M  
001295678

A handwritten signature in black ink, appearing to read "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 0502863

DATE: 06-16-00

TRADEMARK  
REEL: 002116 FRAME: 0581

**AGREEMENT AND PLAN OF MERGER  
EXPERTCITY.COM, INC.  
A DELAWARE CORPORATION,  
AND  
JEDIX SOFTWARE SYSTEMS  
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of June 17, 1999 (the "Agreement") is between ExpertCity.com, Inc., a Delaware corporation ("ExpertCity"), and Jedix Software Systems, a California corporation ("Jedix"). ExpertCity and Jedix are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. ExpertCity is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 13,200,000 shares, 10,000,000 of which are designated "Common Stock," \$0.001 par value, and 3,200,000 of which are designated "Preferred Stock," \$0.001 par value, of which 3,200,000 are designated "Series A Preferred Stock," \$0.001 par value. As of the date hereof, 100 shares of Common Stock were issued and outstanding, all of which were held by Jedix, and no shares of Preferred Stock were issued and outstanding.

B. Jedix is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 13,200,000 shares, 10,000,000 of which are designated "Common Stock," no par value, and 3,200,000 of which are designated "Preferred Stock," no par value, of which 3,200,000 are designated "Series A Preferred Stock," no par value. As of the date hereof, 3,066,000 shares of Common Stock and 3,142,125 shares of Series A Preferred Stock were issued and outstanding.

C. The Board of Directors of Jedix has determined that, for the purpose of effecting the reincorporation of Jedix in the State of Delaware, it is advisable and in the best interests of Jedix and its shareholders that Jedix merge with and into ExpertCity upon the terms and conditions herein provided.

D. The respective Boards of Directors of ExpertCity and Jedix have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective sole stockholder and shareholders, and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, ExpertCity and Jedix hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 04:00 PM 07/01/1999  
991271129 - 3046925

## I. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Jedix shall be merged with and into ExpertCity (the "Merger"), the separate existence of Jedix shall cease and ExpertCity shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and ExpertCity shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be ExpertCity.com, Inc.

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed.

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California Corporations Code;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of Jedix shall cease and ExpertCity, as the Surviving Corporation (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Jedix's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Jedix in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of ExpertCity as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Jedix in the same manner as if ExpertCity had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Certificate of Incorporation.** The Certificate of Incorporation of ExpertCity as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

**2.2 Bylaws.** The Bylaws of ExpertCity as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

**2.3 Directors and Officers.** The directors and officers of Jedix immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

**III. MANNER OF CONVERSION OF STOCK**

**3.1 Jedix Common Stock.** Upon the Effective Date of the Merger, each share of Jedix Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation.

**3.2 Jedix Series A Preferred Stock.** Upon the Effective Date of the Merger, each share of Jedix Series A Preferred Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Series A Preferred Stock, \$0.001 par value, of the Surviving Corporation.

**3.3 Jedix Options and Warrants.**

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Jedix under outstanding warrants and under the option plans and all other employee benefit plans of Jedix. Each outstanding and unexercised option or warrant to purchase Jedix Common Stock shall become an option or warrant for the surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of Jedix Common Stock, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Jedix option or warrant at the Effective Date of the Merger. This Section 3.3(a) shall not apply to outstanding shares of Jedix Common Stock or Jedix Series A Preferred Stock. Such Common Stock is subject to Section 3.1 hereof and such Series A Preferred Stock is subject to Section 3.2 hereof.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options and warrants equal to the number of shares of Jedix Common Stock so reserved immediately prior to the Effective Date of the Merger.

**3.4 ExpertCity Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of ExpertCity issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by ExpertCity, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

**3.5 Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Jedix Common Stock may, at such stockholders option, surrender the same for cancellation to Wilson Sonsini Goodrich & Rosati, Professional Corporation, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Unless and, until so surrendered, each outstanding certificate theretofore representing shares of Jedix Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of Jedix Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Jedix so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Surviving Corporation.

If any certificate for shares of ExpertCity stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of ExpertCity that such tax has been paid or is not payable.

#### **IV. GENERAL**

**4.1 Covenants of ExpertCity.** ExpertCity covenants and agrees that it will, on or before the Effective Date of Merger:

- (a) qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code;
- (b) file any and all documents with the California Franchise Tax Board necessary for the assumption by ExpertCity of all of the franchise tax liabilities of Jedix; and

(c) take such other actions as may be required by the California Corporations Code.

**4.2 Further Assurances.** From time to time, as and when required by ExpertCity or by its successors or assigns, there shall be executed and delivered on behalf of Jedix such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by ExpertCity the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Jedix and otherwise to carry out the purposes of this Agreement, and the officers and directors of ExpertCity are fully authorized in the name and on behalf of Jedix or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**4.3 Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Jedix or of ExpertCity, or of both, notwithstanding the approval of this Agreement by the shareholders of Jedix or by the sole stockholder of ExpertCity, or by both.

**4.4 Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Delaware and California, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of shares of any class or series thereof of such Constituent Corporation; (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

**4.5 Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

**4.6 Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5385 Hollister Avenue, #111, Santa Barbara, California, 93111 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

**4.7 Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California Corporations Code.

**4.8 Counterparts.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of ExpertCity.com, Inc., a Delaware corporation, and Jedix Software Systems, a California corporation, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

EXPERTCITY.COM, INC.,  
a Delaware corporation

By: *A. von Blotnitz*  
Andreas von Blotnitz  
Chief Executive Officer and President

ATTEST:

*Jeffrey D. Saper*  
Jeffrey D. Saper,  
Secretary

JEDIX SOFTWARE SYSTEMS  
a California corporation

By: *A. von Blotnitz*  
Andreas von Blotnitz  
Chief Executive Officer and President

ATTEST:

*Jeffrey D. Saper*  
Jeffrey D. Saper,  
Secretary



**JEDIX SOFTWARE SYSTEMS  
a California corporation**

**OFFICERS' CERTIFICATE**

Andreas von Blottnitz and Jeffrey D. Saper certify that:

(a) They are the Chief Executive Officer and the Secretary, respectively, of Jedix Software Systems, a corporation organized under the laws of the State of California.

(b) The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock," respectively.

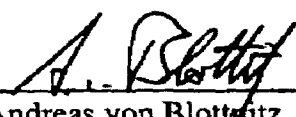
(c) There were 3,066,000 shares of Common Stock and 3,142,125 shares of Series A Preferred Stock outstanding as of the record date (the "Record Date") and entitled to vote at the shareholders' meeting at which the Agreement and Plan of Merger attached hereto was approved.


(d) The principal terms of the Agreement and Plan of Merger were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.

(e) The percentage vote required was more than 50% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date, voting as a single class.

(f) Andreas von Blottnitz and Jeffrey D. Saper further declare under penalty of perjury under the laws of the State of California that they have read the foregoing certificate and know the contents thereof and that the same is true of their own knowledge.

Executed in Santa Barbara, California on June 17, 1999.

  
\_\_\_\_\_  
Andreas von Blottnitz  
Chief Executive Officer

  
\_\_\_\_\_  
Jeffrey D. Saper  
Secretary


**EXPERTCITY.COM, INC.**  
a Delaware corporation

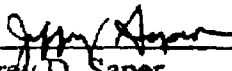
**OFFICERS' CERTIFICATE**

Andreas von Blottnitz and Jeffrey D. Saper certify that:

- (a) They are the Chief Executive Officer and the Secretary, respectively, of ExpertCity.com, Inc., a corporation organized under the laws of the State of Delaware.
- (b) The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock," respectively.
- (c) There are 100 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto. There are no shares of Preferred Stock outstanding.
- (d) The principal terms of the Agreement and Plan of Merger were approved by the Board of Directors and by the sole stockholder of the corporation.
- (e) The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
- (f) Andreas von Blottnitz and Jeffrey D. Saper further declare under penalty of perjury under the laws of the State of Delaware that they have read the foregoing certificate and know the contents thereof and that the same is true of their own knowledge.

Executed in Santa Barbara, California on June 17, 1999.

  
\_\_\_\_\_  
Andreas von Blottnitz  
Chief Executive Officer

  
\_\_\_\_\_  
Jeffrey D. Saper  
Secretary