

08-23-2000



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7.26.00

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

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/AKATA

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

08/22/2000 MTHA11 00000224 2268001
01 FC:481 40.00 BP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002124 FRAME: 0431

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" value="2,268,001"/>	<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"/>

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:

#

Yes

No

Authorization to charge additional fees:

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.

William D. Klein

Name of Person Signing

Signature

7/25/00

Date Signed

132821-1

NON SURVIVOR 436340
SURVIVOR 1506970
OBC
OF

**ARTICLES AND PLAN OF MERGER
FOR MERGING
INTELLISOL, INC.
A NORTH DAKOTA CORPORATION,
INTO INTELLISOL, INC.
A MINNESOTA CORPORATION**

**RECEIVED
OCT 04 1999
SEC. OF STATE**

ARTICLES AND PLAN OF MERGER, dated as of September 30, 1999, for the merger of Intellisol, Inc., a North Dakota corporation (the "Merged Corporation") into Intellisol, Inc., a Minnesota corporation (the "Surviving Corporation"). (The Merged and Surviving Corporations may be collectively referred to as "Constituent Corporations").

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Minnesota, and the Merged Corporation is a corporation duly organized and existing under the laws of the State of North Dakota; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Merged Corporation merge into the Surviving Corporation pursuant to Chapter 10-19.1 of the North Dakota Century Code and Section 302A.615 of the Minnesota Business Corporation Act.

NOW, THEREFORE, the Constituent Corporations have approved a Plan of Merger pursuant to Chapter 10-19.1 of the North Dakota Century Code and Section 302A.613 of the Minnesota Business Corporation Act and the Merged Corporation shall be merged into the Surviving Corporation. The Surviving Corporation shall continue its corporate existence and be the corporation surviving the merger. The terms and conditions of this merger (the "Merger"), the mode of carrying the same into effect, and the manner of converting the shares of each of the Merged Corporation into shares or other securities of the Surviving Corporation are as follows:

ARTICLE 1

Effective Date of the Merger

The Effective Date of the Merger shall be September 30, 1999, or upon the filing date of the Certificate of Merger, whichever is later. Upon the Effective Date of the Merger, the separate existence of the Merged Corporation shall cease and the Merged Corporation shall be merged into the Surviving Corporation.

ARTICLE 2

Governing Laws; Articles of Incorporation; Authorized Shares

The laws of the State of Minnesota shall govern the Surviving Corporation and the interpretation and enforcement of this Agreement. The Articles of Incorporation of the Surviving Corporation shall remain in effect as the Articles of Incorporation of the Surviving Corporation subsequent to the Merger until the same may be further altered or amended in accordance with the provisions thereof.

ARTICLE 3

Bylaws; Registered Agent and Registered Office in Minnesota

The Bylaws of the Surviving Corporation as of the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation after the Merger. The registered agent and registered office of the Surviving Corporation as of the Effective Date of the Merger shall be the registered agent and registered office of the Surviving Corporation after the Merger, to-wit: William D. Klein, Gray, Plant, Mooty, Mooty & Bennett, P.A., 3400 City Center, 33 South Sixth Street, Minneapolis, Minnesota 55402-3796.

ARTICLE 4

Directors and Officers

The directors of the Surviving Corporation in office as of the date hereof shall remain the directors of the Surviving Corporation at and after the Effective Date of the Merger until their respective successors shall have been duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the Bylaws of the Surviving Corporation, the officers of the Surviving Corporation at the Effective Date of the Merger shall remain the officers of the Surviving Corporation. The officers and directors of the Merged Corporation holding office on the Effective Date shall be deemed to have resigned effective as of the Effective Date.

ARTICLE 5

Conversion of Shares in the Merger

The manner of carrying the Merger into effect, and the manner and basis of converting the shares of the Merged Corporation into shares of the Surviving Corporation are as follows:

5.01. Surviving Corporation's Stock. At the Effective Date of the Merger, all of the issued and outstanding shares of capital stock of the Surviving Corporation shall remain issued and outstanding.

5.02. Merged Corporation's Stock. At the Effective Date of the Merger, all of the issued and outstanding shares of capital stock of the Merged Corporation shall be canceled.

ARTICLE 6

Effect of the Merger

At the Effective Date of the Merger, the Surviving Corporation shall succeed to, without other transfer, act or deed of any person, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, subject to all the restrictions, disabilities and duties of the Merged Corporation, and all property, real, personal and mixed, including patents, trademarks, tradenames, and all debts due to either of the Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or all other rights belonging to either of said corporations shall be vested in the Surviving Corporation; and all said property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation as effectively as they were of the respective Merged Corporation, and the title of 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, limited in lien to the property affected by such liens prior to the Effective Date of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth 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 in the first instance by the Surviving Corporation.

ARTICLE 7

Accounting Matters

The assets and liabilities of the Constituent Corporations as of the Effective Date of the Merger shall be taken up on the books of the Surviving Corporation at the amounts at which they were carried at that time on the books of the respective Constituent Corporations. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any lawful purposes for which surplus may be used. Accounting procedures and depreciation schedules and procedures of any Constituent Corporation may be converted to those procedures and schedules selected by the Surviving Corporation.

ARTICLE 8

Agent for Service of Process

The Surviving Corporation may be served with process in the State of North Dakota in any proceeding for enforcement of any obligation of the Merger Corporation, as well as any

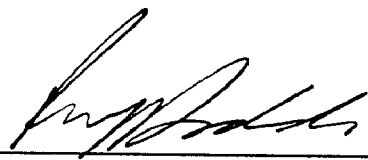
proceeding for the enforcement of the rights of a dissenting Stockholder of the Merger Corporation, and hereby irrevocably appoints the North Dakota Secretary of State as its agent to accept service of process in any such suit or other proceedings. In the event such service of process is made, the North Dakota Secretary of State shall mail a copy of such process to the following address:

GRAY, PLANT, MOOTY
MOOTY & BENNETT, P.A.
c/o William D. Klein, Esq.
3400 City Center
33 South Sixth Street
Minneapolis, Minnesota 55402


The Surviving Corporation will promptly pay to any dissenting Stockholders of the Merger Corporation the amount, if any, to which they are entitled under Section 10-19.1-87 of the North Dakota Century Code.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized officers of the Constituent Corporations.

INTELLISOL, INC.,
a Minnesota corporation
(the Surviving Corporation)

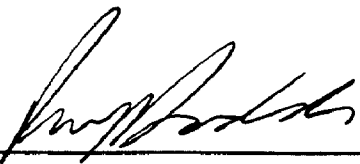
By 
Philip Dodds
Its President

ATTEST:


By 
Scott Wilson
Its Secretary

GP:587851 v2


INTELLISOL, INC.,
a North Dakota corporation
(the Merged Corporation)

By 
Philip Dodds
Its President

ATTEST:

By 
Scott Wilson
Its Secretary

GP:587851 v2

NORTH DAKOTA
Filed 10-4 1999

Secretary of State MS

