



08-09-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #39

09-18-2000



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

101458449

MRP 8.9.00

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

Conveying Party

Mark if additional names of conveying parties attached

Name eCreativeSearch, Inc. Execution Date 6 8 2000
Month Day Year

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization ILLINOIS

Receiving Party

Mark if additional names of receiving parties attached

Name eCreativeSearch, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 218 North Jefferson

Address (line 2) Suite 100

Address (line 3) Chicago IL 60611
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 Delaware

09/15/2000 MTHA11 00000497 75927328
01 FC:481 40.00 DP

FOR OFFICE USE ONLY

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)

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.

Melissa A. Vallone/Jon Froemel

Name of Person Signing

Melissa A. Vallone

Signature

August 9, 2000

Date Signed

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "ECREATIVESEARCH, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FOURTH DAY OF MAY, A.D. 2000, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE EIGHTH DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.

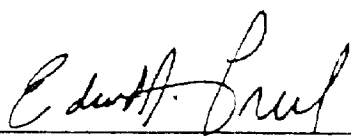
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



3234665 8310

001298742


Edward J. Freel, Secretary of State

AUTHENTICATION: 0493514

DATE: 06-13-00

TRADEMARK

REEL: 002138 FRAME: 0868

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 ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ECREATIVESEARCH, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FOURTH DAY OF MAY, A.D. 2000, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE EIGHTH DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3234665 8100H

001298742

AUTHENTICATION: 0493515

DATE: 06-13-00

TRADEMARK
REEL: 002138 FRAME: 0869

COPY

State of Illinois Office of The Secretary of State

Whereas, ARTICLES OF MERGER OF
ECREATIVESEARCH, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 8TH day of JUNE A.D. 2000 and of the Independence of the United States the two hundred and 24TH .



Jesse White

Secretary of State

(Rev. Jan. 1999)

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961
<http://www.sos.state.il.us>

SUBMIT IN DUPLICATE

FILED

This space for use by
Secretary of State

JUN 8 2000

Date 6-8-00

**JESSE WHITE
SECRETARY OF STATE**

Filing Fee \$ 100.

Approved: [Signature]

DO NOT SEND CASH!
Remit payment in check or money
order, payable to "Secretary of State."
Filing Fee is \$100, but if merger or
consolidation involves more than 2
corporations, \$50 for each additional
corporation.

1. Names of the corporations proposing to ~~consolidate~~^{merge} ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>eCreativeSearch, Inc.</u>	<u>Illinois</u>	<u>D-5996-808-4</u>
<u>eCreativeSearch, Inc.</u>	<u>Delaware</u>	<u>N/A NR</u>

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange.

3. (a) Name of the ~~new~~^{surviving} ~~acquiring~~ corporation: eCreativeSearch, Inc.
(b) it shall be governed by the laws of: Delaware

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of ~~consolidation~~^{merger} ~~exchange~~ is as follows: See attached Agreement of Merger.

5. Plan of ~~consolidation~~ ^{merger} was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under § 11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

eCreativeSearch, Inc.

6. (Not applicable if surviving, new or acquiring corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
N/A		

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____ (Month & Day) _____ (Year)

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK.**)

Dated May 24, 2000
(Month & Day) (Year)

eCreativeSearch, Inc., an Illinois
(Exact Name of Corporation) Corporation

attested by [Signature]
(Signature of Secretary or Assistant Secretary)

by [Signature]
(Signature of President or Vice President)

Karen Kovach, Secretary
(Type or Print Name and Title)

Nancy Bernstein, President
(Type or Print Name and Title)

Dated May 24, 2000
(Month & Day) (Year)

eCreativeSearch, Inc., a Delaware
(Exact Name of Corporation) Corporation

attested by [Signature]
(Signature of Secretary or Assistant Secretary)

by [Signature]
(Signature of President or Vice President)

Karen Kovach, Secretary
(Type or Print Name and Title)

Nancy Bernstein, President
(Type or Print Name and Title)

Dated _____, _____
(Month & Day) (Year)

(Exact Name of Corporation)

attested by _____
(Signature of Secretary or Assistant Secretary)

by [Signature]
(Signature of President or Vice President)

(Type or Print Name and Title)

(Type or Print Name and Title)

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of May 24, 2000 (this "Agreement"), between eCreativeSearch, Inc., a Delaware corporation ("ECSD") and eCreativeSearch, Inc., an Illinois corporation ("ECSI").

RECITALS

WHEREAS, the respective Boards of Directors of ECSD and ECSI have approved the merger of ECSI with and into ECSD (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and declared the Merger advisable; and

WHEREAS, ECSI and ECSD desire to set forth the terms of the consummation of the Merger.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

ARTICLE I. THE MERGER.

1.1 The Merger. At the Effective Date (as defined in Section 1.2 hereof), in accordance with this Agreement and the Delaware General Corporation Law (the "DGCL") and the Illinois Business Corporation Act (the "BCA"), ECSI shall be merged with and into ECSD in the Merger, the separate existence of ECSI shall cease (except as may be continued by operation of law), and ECSD shall continue as the surviving corporation (the "Surviving Corporation"). From and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, and shall be subject to all liabilities, obligations and penalties, of ECSI and ECSD all with the effect set forth in the DGCL and the BCA.

1.2 Filing of Certificates of Merger. As soon as practicable after the date hereof, the parties hereto shall deliver to the Secretary of State of the State of Delaware and the Secretary of State of the State of Illinois, respectively, the appropriate copies of the certificate of merger, and/or articles of merger, as the case may be, required under applicable law and shall make all other filings or recordings as may be required under the DGCL, the BCA and any other applicable law in connection with the Merger. The Merger shall be effective (the "Effective Date") upon filing by the Secretary of State of the State of Illinois.

1.3 Certificate of Incorporation and By-Laws; Directors and Officers; Name. The certificate of incorporation and by-laws of ECSD as in effect immediately prior to the filing of the certificate of merger relating to the Merger with the Secretary of State of the State of Delaware

shall be the certificate of incorporation and by-laws of the Surviving Corporation. The directors of ECSD immediately prior to the Effective Date shall be the directors of the Surviving Corporation, and the officers of ECSD immediately prior to the Effective Date shall be the officers of the Surviving Corporation, in each case until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation. The name of the Surviving Corporation shall be eCreativeSearch, Inc.

ARTICLE II. STATUS AND CONVERSION OF SHARES AND PAYMENT THEREFOR.

2.1 Conversion of Shares. (a) At the Effective Date, each share of common stock, no par value per share, of ECSI issued and outstanding immediately prior to the Effective Date taken together (collectively, the "ECSI Common Stock") shall by virtue of the Merger and without any action on the part of the holder thereof be converted into and thereafter evidence. One (1) validly issued, fully paid and nonassessable share of Common Stock, no par value per share, of ECSD.

(b) Upon or around the occurrence of the Effective Date, the shareholders of ECSI shall deliver all certificates representing ECSI Stock in exchange for a certificate representing the Merger Consideration. Until so delivered and exchanged, the certificates representing ECSI Stock shall represent solely the right to receive the Merger Consideration, and the holder of such certificates previously evidencing shares of ECSI Stock outstanding immediately prior to the Effective Date will cease to have any rights with respect to the ECSI Stock, except as otherwise provided herein or by law.

ARTICLE III. TERMINATION, AMENDMENT AND WAIVER.

3.1 Termination. This Agreement may be terminated at any time prior to the Effective Date by mutual consent of each of the parties hereto.

3.2 Amendment. This Agreement may be amended by the parties hereto, but may not be amended except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

3.3 Extension; Waiver. At any time prior to the Effective Date, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

ARTICLE IV. OTHER PROVISIONS.

4.1 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.


4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without regard to principles of conflicts of law.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and will become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

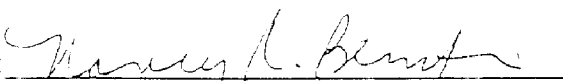
* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

E CREATIVESEARCH, INC.,
an Illinois corporation

By: 
Name: Nancy R. Bernstein
Title: President

E CREATIVESEARCH, INC.,
a Delaware corporation

By: 
Name: Nancy R. Bernstein
Title: President

CERTIFICATE OF INCORPORATION

of

ECCREATIVESEARCH, INC.

The undersigned, in order to form a corporation for the purpose hereinafter stated, under and pursuant to the provisions of the Delaware General Corporation Law, hereby certifies that:

FIRST: The name of the Corporation is eCreativeSearch, Inc. (hereinafter called the "Corporation").

SECOND: The registered office and registered agent of the Corporation is Corporation Service Company, 1013 Centre Road, City of Wilmington, Delaware, 19805, County of New Castle.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH:

a. The aggregate number of shares which the Corporation shall have authority to issue shall be 40,000,000 shares, divided into 30,000,000 shares of common stock ("Common Stock"), and 10,000,000 shares of preferred stock ("Preferred Stock"). The Preferred Stock shall have \$.01 par value per share and the Common Stock shall have \$.01 par value per share.

b. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, within the limitations and restrictions stated in this Certificate of Incorporation, to fix or alter the dividend rights, dividend rate, conversion rate, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, the liquidation preferences of any wholly unissued series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

FIFTH: The name and address of the incorporator is Nancy R. Bernstein, 218 North Jefferson, Suite 110, Chicago, IL 60661.

SIXTH: The Board of Directors shall have power to make, and from time to time alter, amend, or repeal the Bylaws of the Corporation; provided, however, that (a) the stockholders shall have the paramount power to alter, amend and repeal the Bylaws or adopt new Bylaws, exercisable by a majority vote of the stockholders present in person or by proxy at any annual or

special meeting of stockholders, and (b) if and to the extent the stockholders exercise such power, the Board of Directors shall not thereafter suspend, alter, amend or repeal the Bylaws, or portions thereof, adopted by the stockholders, unless, in adopting such Bylaws, or portions thereof, the stockholders otherwise provide.

SEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under the provisions of Section 174 of the Delaware General Corporation Law and amendments thereto, or (d) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. No amendment, repeal or adoption of any provision of this Certificate of Incorporation inconsistent with this Article Seventh shall apply or have any effect on the liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, repeal, or adoption of any inconsistent provision.

EIGHTH: The Directors of the Corporation need not be elected by written ballot.

NINTH: To the fullest extent permitted by the laws of the State of Delaware:

a. Subject only to the exclusions set forth in paragraph (c) of this Article Ninth, the Corporation shall hold harmless and indemnify each director or officer of the Corporation (each, an "Indemnitee") against any and all expenses (including attorneys' fees), judgments, fines, excise taxes assessed with respect to any employee benefit plan, or penalties and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation), to which Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, by reason of the fact that Indemnitee is, was or at any time becomes a director or officer of the Corporation, or is, or was serving, or at any time serves at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise.

b. The expenses (including attorneys' fees) actually and reasonably incurred by Indemnitee in defending any proceeding and any judgments, fines or amounts to be paid in settlement shall be advanced by the Corporation at the request of the Indemnitee and upon delivery to the Corporation of an undertaking by such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that Indemnitee was not entitled to be indemnified or was not to be fully indemnified.

c. All obligations of the Corporation contained herein shall continue during the period Indemnitee is a director or officer of the Corporation (or is, or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that Indemnitee was a director or officer of the Corporation or serving in any other capacity referred to herein.

d. Promptly after receipt by Indemnitee of notice of the commencement of any action, suit or proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Corporation under this Article Ninth, notify the Corporation of the commencement thereof, but the omission so to notify the Corporation will not relieve it from any liability which it may have to Indemnitee otherwise than under this Article Ninth. With respect to any such action, suit or proceeding as to which Indemnitee notifies the Corporation of the commencement thereof, the Corporation will be entitled to participate therein at its own expense.

e. Except as otherwise provided below, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof. After notice from the Corporation to Indemnitee of its election so to assume the defense thereof, the Corporation will not be liable to Indemnitee under this Article Ninth for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its counsel in such action, suit or proceeding, but the fees and expenses of such counsel, incurred after notice from the Corporation of its assumption of the defense thereof, shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of the defense of such, subject to the approval of the Corporation, which approval shall not be unreasonably withheld, or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel shall be at the expense of the Corporation. The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which Indemnitee shall have made the conclusion provided for in (ii) above.

f. The Corporation shall not be liable to indemnify Indemnitee under this Article Ninth for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

g. In the event Indemnitee is required to bring any action to enforce rights or to collect moneys due under this Article Ninth and is successful in such action, the Corporation shall reimburse

Indemnitee for all of Indemnitee's reasonable fees and expenses in bringing and pursuing such action.

h. The provisions of this Article Ninth shall inure to the benefit of and be enforceable by the Indemnitee's personal or legal representatives, executors, administrators, heirs, devisees and legatees.

i. The Corporation shall have power to purchase and maintain insurance, at its expense, on behalf of any person who is or was an officer, director, employee or agent of the Corporation or a subsidiary thereof, or is or was serving at the request of the Corporation as an officer, director, partner, member, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Bylaws, the provisions of this Article Ninth or the Delaware General Corporation Law.

j. The indemnification provided by this Article Ninth shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, the Bylaws, other provisions of this Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in any other capacity while holding such office, and shall continue as to a person who has ceased to be an officer or director of the Corporation or a subsidiary thereof or an officer, director, partner, member, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, and shall inure to the benefit of the heirs, executors and administrators of such person.

k. This Article Ninth may be hereafter amended or repealed; provided, however, that no amendment or repeal shall reduce, terminate, or otherwise adversely affect the right of a person entitled to obtain indemnification hereunder with respect to acts or omissions of such person occurring prior to the effective date of such amendment or repeal.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of
Incorporation on May 23, 2000



Nancy R. Bernstein
Sole Incorporator

CHDS01 KRH 6903242

-5-

180 180000 0000 00 00

TRADEMARK
REEL: 002138 FRAME: 0881

CERTIFICATE OF MERGER

of

eCreativeSearch, Inc.
an Illinois corporation

with and into

eCreativeSearch, Inc.
a Delaware corporation

Pursuant to Section 252 of the
General Corporation Law
of the State of Delaware

Pursuant to Section 252(c) of the General Corporation Law of the State of Delaware, eCreativeSearch, Inc., a Delaware corporation ("ECSD"), hereby certifies the following information relating to the merger of eCreativeSearch, Inc., an Illinois corporation ("ECSI"), with and into ECSD:

FIRST: The name and state of incorporation of each of the constituent corporations in the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
eCreativeSearch, Inc.	Delaware
eCreativeSearch, Inc.	Illinois

SECOND: The Agreement of Merger, dated as of May 24, 2000, between ECSD and ECSI (the "Merger Agreement"), setting forth the terms and conditions of the merger, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation in the merger is eCreativeSearch, Inc., a Delaware corporation.

FOURTH: The certificate of incorporation of eCreativeSearch, Inc. shall be the certificate of incorporation of the surviving corporation, a Delaware corporation.

FIFTH: The executed Merger Agreement is on file at the principal business offices of the surviving corporation at 218 N. Jefferson Street, Suite 110, Chicago, Illinois 60661.

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of ECSD or ECSI.

SEVENTH: The authorized capital stock of ECSI consists of 30,000,000 shares of common stock, no par value per share, and 10,000,000 shares of series A preferred stock, no par value per share.

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of the 24th day of May, 2000.

ECREATIVESEARCH, INC.

a Delaware corporation

By: Nancy R. Bernstein

Nancy R. Bernstein
President