

10-17-2000

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



U.S. Department of Commerce
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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

Execution Date
Month Day Year

Name

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/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

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/17/2000 MTHAI1 00000107 76072079

01 FC:481
02 FC:482

40.00 OP
325.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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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" value="76072079"/>	<input type="text" value="76106965"/>	<input type="text" value="76072078"/>	<input type="text" value="1858883"/>	<input type="text" value="2096293"/>	<input type="text"/>
<input type="text" value="76074097"/>	<input type="text" value="76059889"/>	<input type="text" value="76072283"/>	<input type="text" value="1853831"/>	<input type="text" value="1888873"/>	<input type="text"/>
<input type="text" value="76086801"/>	<input type="text" value="76072077"/>	<input type="text"/>	<input type="text" value="2096310"/>	<input type="text" value="2140008"/>	<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:

#

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.

Leslie C. Ruitter

Leslie C. Ruitter

9-19-00

Name of Person Signing

Signature

Date Signed

JUL 11 2000

RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF MERGER

of

SCHORR COMMUNICATIONS, INC.,
a Washington corporation
(disappearing corporation)

and

RxSITE, INC.,
a Washington corporation
(disappearing corporation)

with and into

HEALTHTALK INTERACTIVE INC.,
a Delaware corporation
(surviving corporation)

To the Secretary of State
State of Washington

Pursuant to the provisions of the Washington Business Corporation Act, Schorr Communications, Inc. and RxSite, Inc., both Washington corporations, and HealthTalk Interactive Inc., a Delaware corporation, hereby submit the following Articles of Merger:

1. **Plan of Merger.** Attached hereto as **Exhibit A** and made a part of these Articles of Merger is the Plan of Merger (the "Plan of Merger") for merging Schorr Communications, Inc. and RxSite, Inc. with and into HealthTalk Interactive Inc. (the "Merger").
2. **Board of Director Approval.** The Plan of Merger was adopted by written consent of the Board of Directors of Schorr Communications, Inc. on June 29, 2000, by written consent of the Board of Directors of RxSite, Inc. on June 12, 2000, and by unanimous written consent of the Directors of HealthTalk Interactive Inc. on July 7, 2000.
3. **Shareholder Approval.** The Plan of Merger was duly approved by the shareholders of Schorr Communications, Inc. and the shareholders of RxSite, Inc. pursuant to RCW 23B.11.030. Shareholder approval of the Plan of Merger by HealthTalk Interactive Inc. is not required.
4. **Surviving Corporation.** Pursuant to the provisions of RCW 23B.11.070(2) of the laws of Washington, the Surviving Corporation hereby:
 - (a) appoints the Secretary of State of the State of Washington as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Schorr Communications, Inc. and RxSite, Inc., and

(b) agrees that it will promptly pay to the dissenting shareholders of Schorr Communications, Inc. and RxSite, Inc. the amount, if any, to which they are entitled under Chapter 23B.13 RCW of the laws of Washington.

5. Effective Time and Date. The Merger shall become effective as of 4:00 PM Pacific daylight time, on July 11, 2000.

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DATED as of this 11 day of July, 2000.

Surviving Corporation:

HEALTHTALK INTERACTIVE INC.,
a Delaware corporation



Daniel R. Burns
Chief Executive Officer

EXHIBIT A

**PLAN OF MERGER
(Washington)**

of

SCHORR COMMUNICATIONS, INC.,
a Washington corporation
(nonsurviving entity)

and

RxSITE, INC.,
a Washington corporation
(nonsurviving entity),

with and into

HEALTHTALK INTERACTIVE INC.
a Delaware corporation
(surviving corporation)

THIS PLAN OF MERGER is entered into as of July 11, 2000 between Schorr Communications, Inc., a Washington corporation ("Schorr"), RxSite, Inc., a Washington corporation ("RxSite") and HealthTalk Interactive Inc., a Delaware corporation (the "Company").

RECITALS

A. The Company is a corporation organized and existing under the laws of the State of Delaware. The authorized capital stock of the Company consists of 8,200,000 shares of Common Stock, \$0.001 par value per share, of which no share is issued or outstanding as of the date hereof and 3,730,000 shares of Preferred Stock, \$0.001 par value per share, of which no share is issued or outstanding on the date hereof.

B. Schorr is a corporation organized and existing under the laws of the State of Washington. The authorized capital stock of Schorr consists of 10,000,000 shares of Common Stock, no par value, of which 2,172,071 shares are issued and outstanding on the date hereof, and 5,000,000 shares of Preferred Stock, no par value, of which no share is issued or outstanding on the date hereof.

C. RxSite is a corporation organized and existing under the laws of the State of Washington. The authorized capital stock of RxSite consists of 10,000,000 shares of Common Stock, no par value, of which 3,450,000 shares are issued and outstanding on the date hereof.

D. The Company, Schorr and RxSite have entered into an Agreement and Plan of Merger and Reorganization, dated July 11, 2000 (the "Agreement"). Schorr, RxSite and the Company have deemed it advisable and in the best interest of Schorr, RxSite and the Company, respectively, and their respective shareholders, that Schorr and RxSite be merged with and into the Company as authorized by the laws of the State of Washington and pursuant to the terms and conditions of the Agreement.

E. The Agreement is intended to be a plan of reorganization under the provisions of Section 368 of the Internal Revenue Code of 1986, as amended, and is intended to qualify for accounting treatment as a purchase.

The following Plan of Merger is made pursuant to the Washington Business Corporation Act:

1. The Parties. This Plan of Merger is filed in connection with the Agreement. The parties to the merger are (a) HealthTalk Interactive Inc., a Delaware corporation, (b) Schorr Communications, Inc., a Washington corporation, and (c) RxSite, Inc., a Washington corporation.

2. The Merger. At the Effective Time of the Merger (as defined in Section 3 below) and subject to the applicable provisions of the Washington Business Corporation Act, as amended ("Washington Law") and the General Corporation Law of Delaware ("Delaware Law"), and in accordance with the terms and conditions of the Agreement, Schorr and RxSite shall be merged with and into the Company, the separate existences of Schorr and RxSite shall cease and the Company shall continue as the surviving corporation (the "Merger").

3. Effective Time. Unless the Agreement is earlier terminated pursuant to its terms, upon execution of the Articles of Merger incorporating this Plan of Merger (the "Articles of Merger") and the filing of such Articles of Merger with the Secretary of State of the State of Washington, the Merger shall become effective at 2:00 p.m., pacific daylight time on the date of filing the Articles of Merger (the "Effective Time of the Merger"). The Company after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

4. Articles of Incorporation. The Amended and Restated Certificate of Incorporation of the Company in effect immediately prior to the Effective Time of the Merger shall be the Certificate of Incorporation of the Surviving Corporation.

5. Bylaws. The Bylaws of the Company in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation.

6. Directors and Officers of Surviving Corporation. The directors and officers of the Surviving Corporation in office immediately upon the Effective Time of the Merger shall be as follows and shall hold such positions in accordance with and subject to the Certificate of Incorporation and Bylaws of the Surviving Corporation:

OFFICERS

<u>Name of Individual</u>	<u>Position</u>
Daniel R. Burns	Chief Executive Officer and Director
Andrew J. Schorr	Senior Vice President
Royce A. Morrison	Director of Medical Affairs

DIRECTORS

<u>Name of Individual</u>	<u>Position</u>
Andrew J. Schorr	Director
Daniel R. Burns	Director
Alan Frazier	Director
Frederick Dotzler	Director

7. Conversion of Shares.

a. Exchange of Stock. Except as provided in Sections 7(b), 7(d) and 8, each share of the common stock of Schorr, no par value ("**Schorr Common Stock**") and each share of the common stock of RxSite, no par value ("**RxSite Common Stock**"), that is issued and outstanding immediately prior to the Effective Time of the Merger will by virtue of the Merger and at the Effective Time of the Merger, and without any further action on the part of the Company, Schorr, RxSite or any holder of Schorr Common Stock or RxSite Common Stock, be automatically converted into shares of common stock, \$0.001 par value per share, of the Company ("**Company Common Stock**") as follows:

- (i) each share of Schorr Common Stock shall be converted into 1.00 share (the "**Schorr Applicable Ratio**") of Company Common Stock
- (ii) each share of RxSite Common Stock shall be converted into 0.11 shares (the "**RxSite Applicable Ratio**") of Company Common Stock. The Schorr Applicable Ratio and the RxSite Applicable Ratio are referred to together as the "**Applicable Ratios**," and each as the "**Applicable Ratio**" of Schorr or RxSite, as appropriate.

b. Cancellation of Company-Owned Shares. Each share of Schorr Common Stock and RxSite Common Stock which is, immediately prior to the Effective Time of the

Merger, held in the treasury of Schorr and RxSite, respectively, shall be canceled and extinguished without any conversion thereof.

c. Adjustments for Capital Changes. If, prior to the Effective Time of the Merger, either Schorr or RxSite recapitalizes through a subdivision of its outstanding shares into a greater number of shares, or a combination of its outstanding shares into a lesser number of shares, or reorganizes, reclassifies or otherwise changes its outstanding shares into the same or a different number of shares of other classes, or declares a dividend on its outstanding shares payable in shares of its capital stock or securities convertible into shares of its capital stock, then the Applicable Ratio for the corporation effecting such recapitalization or change of outstanding shares will be adjusted appropriately so as to reflect fully the effect of such recapitalization by such corporation.

d. Fractional Shares. No fractional shares of Company Common Stock will be issued in connection with the Merger. The number of shares of Company Common Stock issued pursuant to the Agreement will instead be rounded down to the nearest whole number of shares, with no cash being payable for such fractional share.

e. Schorr and RxSite Options. At the Effective Time of the Merger, each of the then outstanding options to purchase shares of Schorr Common Stock (the "**Schorr Options**"), consisting of all outstanding options granted under the Schorr 1996 Stock Option Plan (the "**Schorr Stock Option Plan**") and each of the then outstanding options to purchase shares of RxSite Common Stock (the "**RxSite Options**") (and together with the Schorr Options, the "**Substituted Options**"), consisting of all outstanding options granted under the RxSite 1999 Stock Option Plan (the "**RxSite Stock Option Plan**") (and together with the Schorr Option Plan, the "**Option Plans**"), will by virtue of the Merger, and without any further action on the part of any holder thereof, be substituted with an option to purchase that number of shares of Company Common Stock (a "**HealthTalk Option**") under the Company's 2000 Stock Option Plan (the "**HealthTalk Stock Option Plan**"), determined by multiplying the number of shares of Schorr Common Stock or RxSite Common Stock, as applicable, subject to such Substituted Option at the Effective Time of the Merger, by the Schorr Applicable Ratio or RxSite Applicable Ratio, as applicable, at an exercise price per share of Company Common Stock equal to the exercise price per share of such Substituted Option immediately prior to the Effective Time of the Merger, divided by the Schorr Applicable Ratio or RxSite Applicable Ratio, as applicable, rounded up to the nearest cent. If the foregoing calculation results in a HealthTalk Option being exercisable for a fraction of a share of Company Common Stock, then the number of shares of Company Common Stock subject to such option will be rounded down to the nearest whole number of shares, with no cash being payable for such fractional share. The term, exercisability, vesting schedule, and status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**"), if applicable, of the Substituted Options will be reflected in the HealthTalk Options for which they are substituted.

f. Schorr and RxSite Warrants. At the Effective Time of the Merger, each of the then outstanding warrants to purchase shares of Schorr capital stock or RxSite capital stock (the "**Substituted Warrants**"), will by virtue of the Merger, and without any further action on

the part of any holder thereof, be assumed by the Company and converted into a warrant (a "HealthTalk Warrant") to purchase that number of shares of Company Common Stock determined by multiplying the number of shares of Schorr capital stock or RxSite capital stock, as applicable, subject to such Substituted Warrant at the Effective Time of the Merger by the Schorr Applicable Ratio or RxSite Applicable Ratio, as applicable, at an exercise price per share of Company Common Stock equal to the exercise price per share of such Substituted Warrant immediately prior to the Effective Time of the Merger divided by the Schorr Applicable Ratio or RxSite Applicable Ratio, as applicable, rounded up to the nearest cent. If the foregoing calculation results in a HealthTalk Warrant being exercisable for a fraction of a share of Company Common Stock, then the number of shares of Company Common Stock subject to such warrant will be rounded down to the nearest whole number of shares, with no cash being payable for such fractional share. The term, exercisability, vesting schedule and all other material terms and conditions of the Substituted Warrants will be unchanged and all references in any warrant agreement governing such Substituted Warrant shall be deemed to refer to the Company, where appropriate.

8. Dissenting Shares.

a. Notwithstanding any provision of the Agreement to the contrary, any shares of Schorr Common Stock or RxSite Common Stock held by a holder who has exercised and perfected dissenters' rights for such shares in accordance with Washington Law and who, as of the Effective Time of the Merger, has not effectively withdrawn or lost such dissenters' rights ("Dissenting Shares"), shall not be converted into or represent a right to receive Company Common Stock, but the holder thereof shall only be entitled to such rights as are granted by Washington Law.

b. Notwithstanding the provisions of subsection (a), if any holder of Dissenting Shares shall effectively withdraw or lose (through failure to perfect or otherwise) his or her dissenters' rights, then, as of the later of the Effective Time of the Merger and the occurrence of such event, such holder's shares shall automatically be converted into (pursuant to Section 7(a) hereof) and represent only the right to receive Company Common Stock, without interest thereon, upon surrender of the certificate representing such shares.

c. Schorr and RxSite shall each give the Company (i) prompt notice of any written demand for payment received by such corporation pursuant to the applicable provisions of Washington Law and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands. Schorr and RxSite shall not, except with the prior written consent of the Company, voluntarily make any payment with respect to any such demands or offer to settle or settle any such demands.

d. Dissenting Shares, if any, after payments of fair value in respect thereto have been made to dissenting shareholders of Schorr and RxSite pursuant to Washington Law, shall be canceled.

9. Taking of Necessary Action; Further Action. If, at any time after the Effective Time of the Merger, any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Schorr and RxSite, the officers and directors of Schorr and RxSite will take all such lawful and necessary action.

10. Shareholder Approval.

a. The Plan of Merger herein made and approved shall be submitted to the shareholders of Schorr and the shareholders of RxSite for their approval or rejection in the manner prescribed by the provisions of Washington Law.

b. In the event that this Plan of Merger shall have been approved by the shareholders entitled to vote of Schorr and by the shareholders entitled to vote of RxSite in the manner prescribed by the provisions of Washington Law, Schorr and RxSite hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Washington and the State of Delaware, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

11. Implementation. The Boards of Directors and the proper officers of Schorr and of RxSite, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger herein provided for.


12. Adoption of Plan of Merger. This Plan of Merger was adopted by resolutions of the Boards of Directors of the Company, Schorr and RxSite.

13. Amendment. This Plan of Merger may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Boards of Directors of Schorr, RxSite and the Company; provided, however, that the Plan of Merger may not be amended or supplemented after having been approved by the shareholders of Schorr or RxSite except by a vote or consent of shareholders in accordance with applicable law.

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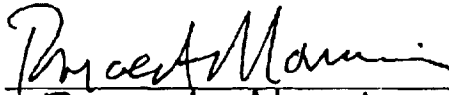
Schorr:

SCHORR COMMUNICATIONS, INC.,
a Washington corporation

By: 
Name: Andrew J. Schorr
Title: President

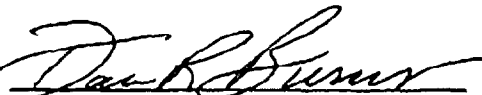
RxSite:

RxSITE, INC.,
a Washington corporation

By: 
Name: Royce A. Morrison
Title: PRESIDENT

The Company:

HEALTHTALK INTERACTIVE INC.,
a Delaware corporation

By: 
Name: Daniel R. Burns
Title: Chief Executive Officer

[SIGNATURE PAGE - PLAN OF MERGER]