

10-25-2000



101496279

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		Conveyance Type	
<input checked="" type="checkbox"/> New	10-10-00	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Merger	Effective Date Month Day Year 4 3 2000
<input type="checkbox"/> Corrective Document	Reel # _____ Frame # _____	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	_____

Conveying Party Mark if additional names of conveying parties attached

Name ThoughtWorks, Inc. Execution Date 10 6 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 ThoughtWorks, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 651 W. Washington Blvd., Suite 600

Address (line 2) _____

Address (line 3) Chicago Illinois 60661
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

FOR OFFICE USE ONLY

10/24/2000 MTHAI1 00000106 75368340

01 FC:481 40.00 OP
02 FC:482 200.00 OP

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: 002161 FRAME: 0434

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:

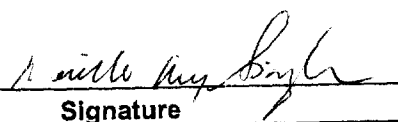
Yes

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.

Neville Roy Singham, President



10/6/00

Name of Person Signing

Signature

Date Signed

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 MERGER, WHICH MERGES:

"THOUGHTWORKS, INC.", A ILLINOIS CORPORATION,
WITH AND INTO "THOUGHTWORKS, INC." UNDER THE NAME OF
"THOUGHTWORKS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE THE THIRD DAY OF APRIL, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script that reads "Edward J. Freel".

Edward J. Freel, Secretary of State

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AUTHENTICATION: 0356283

DATE: 04-03-00

TRADEMARK
REEL: 002161 FRAME: 0436

CERTIFICATE OF MERGER OF

THOUGHTWORKS, INC.
an Illinois

WITH AND INTO

THOUGHTWORKS, INC.
a Delaware corporation

ThoughtWorks, Inc., a Delaware corporation (the "Company"), DOES HEREBY CERTIFY AS FOLLOWS in accordance with Section 252(c) of the Delaware General Corporation Law:

FIRST: The names of the corporations proposing to merge (the "Constituent Corporations") and the states under which such corporations are incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
ThoughtWorks, Inc. ("ThoughtWorks Illinois")	Illinois
ThoughtWorks, Inc. ("ThoughtWorks Delaware")	Delaware

SECOND: An agreement and plan of merger has been adopted, approved, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 252 of the Delaware General Corporation Law and Section 5/11.05 of the Illinois Business Corporation Act of 1983 (the "Agreement and Plan of Merger").

THIRD: The name of the surviving corporation shall be "ThoughtWorks, Inc." The surviving corporation shall be governed by the laws of the State of Delaware.

FOURTH: The Certificate of Incorporation of ThoughtWorks Delaware shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 651 West Washington Blvd., Chicago, Illinois, 60661.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: ThoughtWorks Illinois is authorized to issue one hundred million (100,000,000) shares of common stock, no par value per share.

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Executed and verified this 28th day of March, 2000.

THOUGHTWORKS, INC.
a Illinois corporation

By: Scott H. Ruppel
Scott H. Ruppel
Vice President and Chief Operating Officer

ATTEST:

Jason Pfletcher
Jason Pfletcher
Assistant Secretary

THOUGHTWORKS, INC.
a Delaware corporation

By: Scott H. Ruppel
Scott H. Ruppel
Vice President and Chief Operating Officer

ATTEST:

Jason Pfletcher
Jason Pfletcher
Assistant Secretary

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of this 28th day of March 2000, by and between THOUGHTWORKS, INC., an Illinois corporation ("ThoughtWorks Illinois"), and THOUGHTWORKS, INC., a Delaware corporation ("THOUGHTWORKS DELAWARE"). ThoughtWorks Illinois and ThoughtWorks Delaware are sometimes referred to collectively as the "Constituent Corporations".

The authorized capital stock of ThoughtWorks Illinois consists of 100,000,000 shares of Common Stock, no par value per share. The authorized capital stock of ThoughtWorks Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of 22,000,000 shares of Common Stock, no par value per share. The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that ThoughtWorks Illinois merge with and into ThoughtWorks Delaware upon the terms and conditions provided herein.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that ThoughtWorks Illinois shall merge with and into ThoughtWorks Delaware on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1 **Merger.** ThoughtWorks Illinois shall be merged with and into ThoughtWorks Delaware (the "Merger"), and ThoughtWorks Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement is filed with the Secretary of State of the State (the "Effective Date").

1.2 **Succession.** On the Effective Date, ThoughtWorks Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of ThoughtWorks Illinois, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 **Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been

consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Capital Stock of ThoughtWorks Delaware and ThoughtWorks Illinois. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective stockholders, (i) each share of Common Stock of ThoughtWorks Illinois issued and outstanding immediately prior thereto shall be combined, changed and converted into one (1) share of fully paid and nonassessable Common Stock of ThoughtWorks Delaware, and (ii) each share of Common Stock of ThoughtWorks Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of capital stock of ThoughtWorks Illinois shall be deemed for all purposes to evidence ownership of and to represent the shares of ThoughtWorks Delaware into which the shares of ThoughtWorks Illinois represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distribution upon the shares of ThoughtWorks Delaware evidenced by such outstanding certificate as above provided.

1.6 Options. On the Effective Date, if any options or rights to purchase shares of Common Stock of ThoughtWorks Illinois remain outstanding, then the Surviving Corporation will assume the outstanding and unexercised portions of such options or rights and such options or rights shall be changed and converted into options to purchase one (1) share of Common Stock of ThoughtWorks Delaware. No other changes in the terms and conditions of such options or rights will occur.

1.7 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of ThoughtWorks Illinois under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of ThoughtWorks Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 Directors. The directors of ThoughtWorks Delaware immediately preceding the Effective Date shall become the director of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of ThoughtWorks Delaware immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

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

3.2 Amendment. At any time before or after approval by the shareholders of ThoughtWorks Illinois, this Merger Agreement may be amended in any manner (except that, after approval of the Merger Agreement by the shareholders of ThoughtWorks Illinois, the principal terms may not be amended without the further approval of the shareholders of ThoughtWorks Illinois) by ThoughtWorks Illinois and ThoughtWorks Delaware deem necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law): (a) the Merger shall have been approved by the shareholders of ThoughtWorks Illinois in accordance with applicable provisions of the Illinois Business Corporation Act of 1983; (b) ThoughtWorks Illinois, as sole stockholder of ThoughtWorks Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and (c) any and all consents, permits, approvals and orders deemed in the sole discretion of ThoughtWorks Illinois to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. Notwithstanding the approval of this Merger Agreement by the shareholders of ThoughtWorks Illinois or by the sole stockholder of ThoughtWorks Delaware, at any time before the Effective Date, (a) this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either ThoughtWorks Illinois or ThoughtWorks Delaware or both, including by reason of a determination, in the sole discretion of either Board of Directors, that holders of an unacceptable number of shares intend to exercise their statutory appraisal rights pursuant to Sections 5/11.65 and 5/11.70 of the Illinois Business Corporation Act of 1983, or

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(b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of ThoughtWorks Illinois and ThoughtWorks Delaware, such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Board of Directors or stockholders, if any, with respect thereto, except that ThoughtWorks Illinois shall pay all expenses incurred in connection with the Merger and this Merger Agreement or relating thereto.

3.5 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of ThoughtWorks Illinois and ThoughtWorks Delaware, hereby is executed on behalf of each such corporations and attested by their respective officers thereunto duly authorized.

THOUGHTWORKS, INC.,
a Illinois Corporation

By: Scott H. Ruppel
Scott H. Ruppel
Chief Operating Officer and Vice President

ATTEST:

Jason Pfletcher
Jason Pfletcher
Assistant Secretary

THOUGHTWORKS, INC.
a Delaware Corporation

By: Scott H. Ruppel
Scott H. Ruppel
Chief Operating Officer and Vice President

ATTEST:

Jason Pfletcher
Jason Pfletcher
Assistant Secretary