

10-27-2000



101497659

RECORD COVER SHEET  
TRADEMARKS ONLY

10-4-00

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  
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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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

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.)

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

**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.

Mark A. Finkelstein

10/3/00

Name of Person Signing

Signature

Date Signed

1542098 JUN

EXHIBIT A

FILED

The Office of the Secretary of State  
of the State of California

DEC 22 1999

## AGREEMENT OF MERGER

OF

THE OFFICE CLUB, INC.

AND

ODO, INC.

This Agreement of Merger is entered into on December 20, 1999 between The Office Club, Inc., a California corporation (the "Survivor"), and ODO, Inc., a Florida corporation (the "Merging Corporation").

1. The Merging Corporation shall be merged with and into the Survivor (the "Merger").
2. The effective date of the Merger is the date upon which a copy of this Agreement of Merger is filed with the Secretary of State of California (the "Effective Date").
3. There shall be no amendments to the articles of incorporation of the Survivor.
4. The terms and conditions of the Merger are as follows:
  - a. The separate existence of the Merging Corporation shall cease upon the Effective Date in accordance with the provisions of the Florida Business Corporation Act.
  - b. The Survivor shall continue its existence under its present name, article of incorporation and bylaws pursuant to the provisions of the General Corporation Law of the State of California.
  - c. The officers of the Survivor upon the Effective Date shall continue to be the officers of the Survivor, all of whom shall hold their office until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Survivor.
  - d. Upon the Effective Date, each issued and outstanding share of the Merging Corporation's Common Stock shall, by virtue of the Merger and without any action of the Merging Corporation, the Survivor or any other person, be canceled and no cash or securities or other property shall be payable in respect thereof.

TRADEMARK

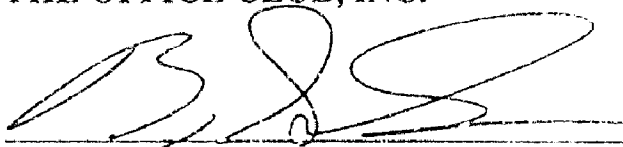
REEL: 002162 FRAME: 0917

- e. At and after the Effective Date, the Survivor shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities, of the Merging Corporation; and all rights, privileges immunities and franchises of the Merging Corporation, and all property, real, personal, intangible and mixed, and all debts due on whatever account, including subscriptions to shares, and all and every other interest, of or belonging to the Merging Corporation shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and title to any real estate, or any interest therein, vested in any the Merging Corporation shall not revert or be in any way impaired by reason of the Merger; and the Survivor shall thenceforth be responsible and liable for all liabilities and obligations of the Merging Corporation; and any claim existing or action or proceeding pending by or against the Merging Corporation may be prosecuted to judgment as if the Merger had not taken place or the Survivor may be substituted in its place
5. This Agreement of Merger herein entered into has been approved by the shareholders and board of directors entitled to vote thereon of the Merging Corporation and of the Survivor in the manner prescribed by the provisions of the General Corporation Law of the State of California and the Florida Business Corporation Act.
6. The Merging Corporation and the Survivor hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the States of California and Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Agreement of Merger as of the first date written above.

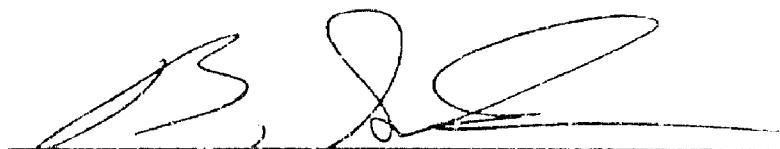
**THE OFFICE CLUB, INC.**



Name: Barry J. Goldstein

Title: Executive Vice President & Secretary

**ODO, INC.**



Name: Barry J. Goldstein

Title: Executive Vice President & Secretary

**THE OFFICE CLUB, INC.**

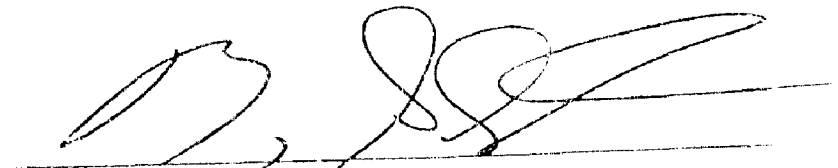
**CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER**

The undersigned states and certifies that:

1. I am the Executive Vice President & Secretary of The Office Club, Inc., a corporation duly organized and existing under the laws of the State of California:
2. The Agreement of Merger in the form attached (Exhibit A) was duly approved by the board of directors and shareholders of the corporation.
3. The total number of shares of capital stock which the Corporation has issued and outstanding is 7,243,777 shares of Common Stock, no par value per share ("Common Stock").
4. The shareholder percentage vote required for the aforesaid approval was a majority of the outstanding Common Stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the corporation by a vote of the number of shares of each class of outstanding capital stock which equaled or exceeded the vote required.

On the date set forth below, in the City of Delray Beach in the State of Florida, the undersigned does hereby declare under the penalty of perjury under the laws of the State of California and that the statements set forth in said certificate are true of his own knowledge.

Signed on December 20 1999.



Name: Barry J. Goldstein  
Title: Executive Vice President & Secretary

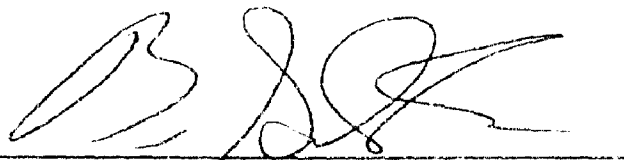
**CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER**

The undersigned states and certifies that:

1. I am the Executive Vice President & Secretary of ODO, Inc., a corporation duly organized and existing under the laws of the State of Florida.
2. The Agreement of Merger in the form attached (Exhibit A) was duly approved by the board of directors and shareholders of the corporation.
3. The total number of issued and outstanding shares of the corporation is 1,000 shares of Common Stock, \$.01 par value per share.
4. The shareholder percentage vote required for the aforesaid approval was a majority of such class of shares.
5. The principal terms of the Agreement of Merger in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Delray Beach in the State of Florida, the undersigned does hereby declare under the penalty of perjury under the laws of the State of California and that the statements set forth in said certificate are true of his own knowledge.

Signed on December 20, 1999.



Name: Barry J. Goldstein

Title: Executive Vice President & Secretary



# State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 0 8 2000



*Bill Jones*

Secretary of State