

11-09-2000



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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  
02/22/1999

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  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

**FOR OFFICE USE ONLY**

11/08/2000 MTHAI1 00000370 1860092

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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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: 002172 FRAME: 0899

**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="1,860,092"/> | <input type="text" value="2,233,201"/> | <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: #

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.

Stanley D. Ference III

October 24, 1998

Name of Person Signing

Signature

Date Signed

Microfilm Number \_\_\_\_\_

Filed with the Department of State on *Ron Puzengoth*

Entity Number \_\_\_\_\_

Secretary of the Commonwealth

ACTING

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Feb 91)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: Tele-Tracking Technologies, Inc.

2. (Check and complete one of the following):

The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Times Building, 336 Fourth Avenue, 7th Floor, Pittsburgh, PA : 15222 Allegheny  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_ County  
Name of Commercial Registered Office Provider

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_\_ The surviving corporation is a qualified foreign business corporation incorporated under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) \_\_\_\_\_  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_ County  
Name of Commercial Registered Office Provider

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_\_ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

\_\_\_\_\_ City State Zip County  
Number and Street

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and partnership or business corporation which is a party to the plan of merger are as follows: Limited Partnership

Limited Partnership \_\_\_\_\_ County  
Name of Corporation Address of Registered Office or Name of Commercial Registered Office Provider  
Concepts In Communications, Times Building, 336 Fourth Avenue, 7th Floor, Pittsburgh, PA 15222 Allegheny

**PLAN OF MERGER**  
**of**  
**CONCEPTS IN COMMUNICATIONS**  
**with and into**  
**TELE-TRACKING TECHNOLOGIES, INC.**

This is a Plan of Merger (Agreement) between Concepts In Communications, a Pennsylvania limited partnership ("CICLP") and Tele-Tracking Technologies, Inc., a Pennsylvania corporation ("TTT").

**ARTICLE 1**

**PLAN OF REORGANIZATION**

1.01. **Plan Adopted.** A plan of reorganization of CICLP and TTT, pursuant to the provisions of Title 15, Sections 8545 through 8549 of the Pennsylvania Business Corporation Law and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

- (a) CICLP shall be merged with and into TTT, to exist and be governed by the laws of the Commonwealth of Pennsylvania.
- (b) The name of the surviving corporation shall be: Tele-Tracking Technologies, Inc.
- (c) When this agreement shall become effective, the separate existence of CICLP shall cease and TTT shall succeed, without other transfer, to all the rights and property of CICLP and shall be subject to all the debts and liabilities of CICLP in the same manner as if TTT had itself incurred them. All rights of creditors and all liens on the property of each of TTT and CICLP shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- (d) TTT will carry on business with the assets of CICLP, as well as with the assets of TTT.
- (e) TTT is the sole limited partner of CICLP and, concurrently with the execution of this Plan of Merger, TTT has executed a Plan of Merger with CIC Holding Company ("CICH") the general partner of CICLP. Upon completion of the merger of CICH into TTT, TTT will be the sole limited partner of CICLP and the sole general partner of CICLP.
- (f) The shares of TTT outstanding immediately prior to the effective date of the merger shall continue as identical shares of TTT after the effective date of the merger.

(g) The shareholders of TTT prior to the merger shall hold in the aggregate, shares of TTT immediately after the effectiveness of the plan, sufficient to cast at least a majority of the votes entitled to be cast generally for the election of directors.

(h) The Articles of Incorporation of TTT, as existing on the effective date of the merger, shall continue in full force until altered, amended, or repealed as provided in the Articles or by law.

1.02 **Effective Date.** The Effective Date of the merger shall be the date when the articles of merger are filed by the Department of State of the Commonwealth of Pennsylvania.

## ARTICLE 2

### COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

2.01 **Interim Conduct of Business; Limitations.** Except as limited by this Paragraph 2.01, pending consummation of the merger, each of TTT and CICLP will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of TTT, pending consummation of the merger, CICLP shall not:

(a) Create or issue any indebtedness for borrowed money.

(b) Enter into any transaction other than those involved in carrying on its business in the ordinary course of business.

2.02 **Approval by Shareholders/Partners.** The execution of this Agreement by TTT shall constitute approval of this Agreement by the limited partner of CICLP, TTT being the sole limited partner of CICLP on the date of execution hereof and by the shareholder of CICH, the general partner of CICLP, TTT being the sole shareholder of CICH on the date of execution hereof. The approval of the shareholders of TTT is not required, pursuant to the provisions of Title 15, Section 1924 (b)(1)(i) of the Pennsylvania Business Corporation Law.

## ARTICLE 3

### DIRECTORS, OFFICERS AND BYLAWS

3.01 (a) **Directors.** The present Board of Directors of TTT shall continue to serve as its Board of Directors until their successors have been elected and qualified in accordance with the bylaws of TTT.

(b) **Officers.** All persons who at the Effective Date of the merger shall be executive or administrative officers of TTT, shall remain as officers of TTT until the Board of Directors shall otherwise determine.

(c) **Bylaws.** The bylaws of TTT, as existing on the Effective Date of the merger, shall continue in full force as its bylaws until altered, amended, or repealed as provided in the bylaws or as provided by law.

## ARTICLE 4

### TERMINATION

4.01 **Circumstances.** This agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date notwithstanding the approval of the shareholders of either of TTT or CICH, if required, or the partners of CICLP:

- (a) By mutual consent of the Board of Directors of TTT and the partners of CICLP.
- (b) At the election of the Board of Directors, in its sole discretion, of TTT or at the election of the partners, in their sole discretion of CICLP if:
  - (1) Any material litigation or proceeding shall be instituted or threatened against either TTT or CICLP, or any of their assets, that, in the opinion of either the Board of Directors of TTT or the partners of CICLP, respectively, renders the merger inadvisable or undesirable.
  - (2) Any legislation shall be enacted that, in the opinion of either the Board of Directors of TTT or the partners of CICLP, respectively, renders the merger inadvisable or undesirable.
  - (3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either the Board of Directors of TTT or the partners of CICLP, respectively, any materially adverse change in the business or condition, financial or otherwise, of either TTT or CICLP.

- (4) The Board of Directors of TTT, in good faith, determines that the merger would not be in the best interest of TTT.

(c) At the election of the Board of Directors of TTT if without the prior consent in writing of TTT, CICLP shall have:

- (1) Created or issued any indebtedness for borrowed money.
- (2) Entered into any transaction other than those involved in carrying on its business in the usual manner.

4.02 **Notice of Termination.** If an election is made to terminate this Agreement and abandon the merger:

(a) The President of TTT or the general partner of CICLP, as the case may be, shall give immediate written notice of the election to the other party.

(b) On the giving of notice as provided in subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned and, except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either TTT or CICLP as a result of the termination and abandonment.

## ARTICLE 5

### INTERPRETATION AND ENFORCEMENT

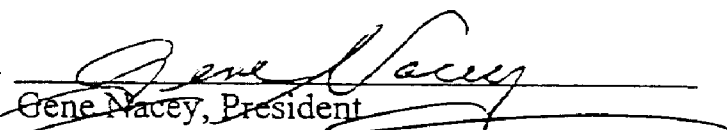
5.01 **Further Assurances.** CICLP agrees that from time to time, as and when requested by TTT or by its successor or assigns, it will execute and deliver or cause to be executed and delivered, all instruments necessary or desirable to effectuate this Plan of Merger. CICLP further agrees to take or cause to be taken any further or other actions as TTT may deem necessary or desirable to vest or perfect in, or conform of record or otherwise to TTT title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

5.02 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.


5.03 **Controlling Law.** The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, the state in which this agreement is being executed.

Executed on the 22<sup>nd</sup> day of February, 1999 at Pittsburgh, Pennsylvania.

Concepts In Communications,  
by CIC Holding Company, General Partner

By:   
Gene Nacey, President

Tele-Tracking Technologies, Inc.

By:   
Raymond M. Powell, Chief Operating Officer