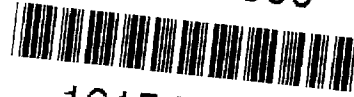


12-05-2000  


11-14-00

101540139  
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

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
- Corporation
- Association
- 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

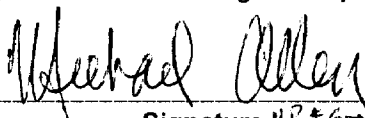
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

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.

Michael Allen



11 - 10 - 2000

Name of Person Signing

Signature

Date Signed

Office of the Secretary of State

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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:

"TELUTION L.L.C.", A ILLINOIS LIMITED LIABILITY COMPANY, WITH AND INTO "TELUTION, INC." UNDER THE NAME OF "TELUTION, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF AUGUST, A.D. 2000, AT 11:30 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, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3262645 8100M

AUTHENTICATION: 0631833

001423876

DATE: 08-22-00

TRADEMARK  
REEL: 002186 FRAME: 0516

CERTIFICATE OF MERGER  
OF  
Telution, Inc. (a Delaware corporation)  
AND  
Telution L.L.C. (an Illinois limited liability company)

In accordance with Section 264 of the Delaware General Corporation Law, the undersigned, Kent A. Steffen, being the President, Chief Executive Officer and Secretary of Telution, Inc., a Delaware corporation, DOES HEREBY CERTIFY as follows:

(1) The name and state of incorporation or organization of each of the constituent entities are Telution, Inc., a Delaware corporation, and Telution L.L.C., an Illinois limited liability company;

(2) An agreement of merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 264 of the Delaware General Corporation Law;

(3) The name of the surviving corporation is Telution, Inc.;

(4) The surviving corporation, Telution, Inc., will be a Delaware corporation and its Certificate of Incorporation as currently filed with the Secretary of State of the State of Delaware shall be the Certificate of Incorporation of the surviving corporation;

(5) The executed agreement of merger is on file at the principal place of business of the surviving corporation, 65 East Wacker Place, Suite 600, Chicago, Illinois 60601;

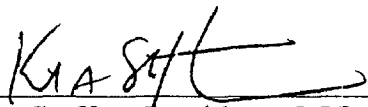
(6) A copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder or member of the constituent corporation or limited liability company;

(7) The total number of shares of stock that the Surviving Corporation has authority to issue is Twenty Million (20,000,000) shares of common stock, \$0.001 par value.

(8) This certificate shall become effective at 5:00 p.m. CST on August 22, 2000.

IN WITNESS WHEREOF, the undersigned has signed his name and affirmed that this instrument is the act and deed of the corporation and that the statements herein are true, under penalties of perjury, this 18th day of August, 2000.

Telution, Inc. (a Delaware corporation)

By:   
Kent Steffen, President, CEO and Secretary



## OFFICE OF THE SECRETARY OF STATE

---

JESSE WHITE • Secretary of State

0016209-4

08/22/2000

MICHAEL S ALLEN  
222 N LASALLE ST, STE 800  
CHICAGO, IL 60601-0000

RE TELUTION L.L.C.

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE-NAMED COMPANY HAVE BEEN  
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

*Jesse White*

JESSE WHITE  
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY COMPANY DIVISION  
TELEPHONE (217)524-8008

JW:LLC

**Illinois  
Limited Liability Company Act  
Articles of Merger**

This space for use by  
Secretary of State

Jesse White  
Secretary of State  
Department of Business Services  
Limited Liability Company Division  
Room 359, Howlett Building  
Springfield, IL 62756  
http://www.sos.state.il.us

Remit payment in check or money order,  
payable to "Secretary of State."  
Filing Fee is \$100, but if merger of more  
than two entities, \$50 for each additional  
entity.

**SUBMIT IN DUPLICATE**

Must be typewritten

This space for use by Secretary of State

Date 8-22-00  
Assigned File # 0016-209-4  
Filing Fee \$ 100.00  
Approved: [Signature]

**FILED**

AUG 22 2000

**JESSE WHITE  
SECRETARY OF STATE**

1. Names of the entities proposing to merge, and the state or country of their organization:

Name of Entity	Type of Entity (Corporation Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File # (if any)
Telution L.L.C.	Limited Liability Company	Illinois	00162094
Telution, Inc.	Corporation	Delaware	

2. The plan of merger has been approved and signed by each limited liability company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these articles of merger.

3. (a) Name of the surviving entity: Telution, Inc.  
(b) Address of the surviving entity: 65 East Wacker Place, Suite 600, Chicago, IL 60601

4. Effective date of merger: (check one)  
a) \_\_\_\_\_ the filing date, or  
b)  a later date, but not more than 30 days subsequent to the filing date:

August 22, 2000  
*(month, day and year)*

5. All limited liability companies that are parties to this merger and were on record with the Illinois Secretary of State prior to January 1, 1998, have elected in their operating agreements to be governed by the amendatory Act of 1997.

6. If the survivor is a limited liability company, stated below are changes that are necessary to its articles of organization by reason of this merger:


Not Applicable

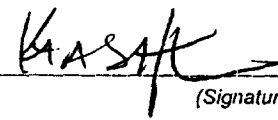
7. For the limited liability companies that are parties to the merger, complete the following:

Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
Telution L.L.C.	Illinois	January 13, 1998	Not Applicable
_____	_____	_____	_____
_____	_____	_____	_____

8. If the surviving entity is not a limited liability company, it agrees that it may be served with process in this State and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State which is to merge, and for the enforcement, as provided in this Act, of the right of members of any limited liability company to receive payment for their interest against the surviving entity.

9. The undersigned entities caused these articles to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

1.   
 (Signature)  
 Kent A. Steffen, Manager  
 (Type or print name and title)  
 Telution L.L.C.  
 (Name if a corporation or other entity)

2.   
 (Signature)  
 Kent A. Steffen, President and Secretary  
 (Type or print name and title)  
 Telution, Inc.  
 (Name if a corporation or other entity)

3. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name if a corporation or other entity)

4. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name if a corporation or other entity)

If additional space is needed, it must be continued in the same format on a plain white 8 1/2X11" sheet, which must be stapled to this form.

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

# AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated August 18, 2000, by and among Telution, Inc., a Delaware corporation ("Corporation"), Telution L.L.C., an Illinois limited liability company (the "LLC"), and the following Members of LLC: (i) Kent Steffen, (ii) Ken Kennedy, (iii) Mauricio Zamora (iv) Scott Prugh and (v) Michael Allen (each sometimes individually referred to as a "Member" and collectively as the "Members").

WITNESSETH:

LLC develops and distributes billing, customer care and order management software for the telecommunications industry, and renders services related thereto. The Parties desire that the LLC merge with and into Corporation, with (i) Corporation surviving the merger, (ii) all membership interests of the LLC, represented by "Units", being canceled, and (iii) the LLC ceasing to have a separate existence (collectively, the "Merger"). The Parties desire that the Members receive the consideration for the Merger as more fully set forth herein.

In consideration of the foregoing and of the covenants, agreements, conditions, representations and warranties herein, Corporation, the Members and LLC agree as follows:

## 1. THE MERGER.

### 1.1 Merger.

On and subject to the terms and conditions of this Agreement, the LLC shall merge with and into Corporation at the Effective Time (as defined below). From and after the Effective Time all membership interests of the LLC shall be deemed canceled, the separate existence of the LLC shall cease, and Corporation shall continue as the surviving corporation in the Merger (the "Surviving Corporation"). The "Effective Time" shall be August 22, 2000, 5:00pm CST, provided that the Corporation has filed an appropriate Certificate of Merger prepared and executed in accordance with the relevant provisions of the Delaware General Corporation Law and Articles of Merger prepared and executed in accordance with the relevant portions of the Illinois Limited Liability LLC Act (together, the "Certificate of Merger") with the Secretary of State of the State of Delaware and the Secretary of State of the State of Illinois, respectively. The Merger shall have the effect specified in this Agreement, the Certificate of Merger, the Delaware General Corporation Law and the Illinois Limited Liability Company Act.

### 1.2 Merger Consideration.

The Members collectively own all 16,150,000 outstanding Units of the LLC. At the Effective Time, the Corporation shall issue to the Members an aggregate of 16,150,000 shares of fully paid, non-assessable common stock, par value \$.001 ("Common Stock"), with one such share of Common Stock issued for each Unit owned by a Member (The "Merger



Consideration”), and the Corporation shall deliver stock certificates evidencing such shares to the Members at the Closing.

1.3 Time and Place of Closing.

Subject to earlier termination of this Agreement pursuant to Section 2, the closing of the transactions contemplated hereunder (the “Closing”) shall take place on August 22, 2000 at 5:00pm CST, at the offices of Corporation in Chicago, Illinois. The time and date of the Closing are herein referred to as the “Closing Date.”

1.4 Effect of the Merger.

(a) At the Effective Time, each membership interest of the LLC shall be canceled and retired without payment of further consideration therefor. From and after the Effective Time, no membership interest of the LLC shall be deemed to be outstanding, and holders of equity interests (including options) in the LLC shall cease to have any rights with respect thereto, except as provided herein or by law. Notwithstanding the foregoing, all options to acquire membership interests in the LLC (“LLC Options”) outstanding immediately before the Effective Time shall be cancelled, and as of the Effective Time an equal number of options to acquire Common Stock of the Corporation shall be issued in exchange for such LLC Options. Promptly after the Effective Time, the Corporation shall replace the Telution L.L.C. Incentive Unit Option Plan, and agreements with participants entered into in connection with such Plan (the “LLC Plan and Agreements”), with a Stock Option Plan of the Corporation and related agreements, on substantially the same terms as the LLC Plan and Agreements. Each share of the common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall be deemed cancelled.

(b) The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of Corporation immediately prior to the Effective Time.

(c) The By-laws of the Surviving Corporation shall be the same as the By-laws of Corporation immediately prior to the Effective Time.

(d) The directors of Corporation shall remain the directors of the Surviving Corporation as of the Effective Time.

(e) At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the LLC and Corporation; and all singular rights, privileges, powers and franchises of each of the LLC and Corporation, and all property, real, personal and mixed, and all debts due to either of the LLC or Corporation on whatever account, as well as for stock subscriptions and all other things in action or belonging to each of the LLC and Corporation, shall be vested in the Surviving Corporation, and all property, rights, privileges, powers and franchises, and all and every other interest shall thereafter be as

effectively the property of the Surviving Corporation as they were theretofore of each of the LLC and Corporation; but all rights of creditors and all liens upon any property of either of the LLC and Corporation shall be preserved and unimpaired, and all debts, liabilities and duties of each of the LLC and Corporation shall thereafter attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts and liabilities had been incurred by it.

## 2. TERMINATION.

### 2.1 Methods of Termination.

This Agreement may be terminated and abandoned at any time, but not later than the Closing Date, by mutual written consent of the Corporation, the LLC and the Members.

### 2.2 Effect of Termination.

If this Agreement is validly terminated in accordance with Section 2.1 above, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to the Corporation, the LLC or the Members.

## 3. MISCELLANEOUS.

### 3.3 Notices.

All notices and other communications hereunder or in connection herewith shall be in writing and delivered as follows:

If to the Corporation, to:

Telution, Inc.  
Attn: Kent A. Steffen, President and CEO  
65 East Wacker Place, Suite 600  
Chicago, IL 60601

If to LLC to:

Telution L.L.C  
Attn: Kent A. Steffen, Manager  
65 East Wacker Place, Suite 600  
Chicago, IL 60601

With copies to:

Kent Steffen  
Ken Kennedy  
Mauricio Zamora  
Scott Prugh  
Michael Allen

Each at 65 East Wacker Place, Suite 600  
Chicago, IL 60601

All notices, requests, demands or other communications hereunder shall be given to or made upon the respective parties hereto at their addresses set forth above, or, as to any party, at such other address as may be designated by it in a written notice to the other party and shall be effective when personally delivered or upon delivery when sent by United States registered or certified mail, postage prepaid, by confirmed facsimile, or by nationally recognized overnight courier.

3.4 Entire Agreement.

This Agreement and the other agreements contemplated herein, including the Schedules hereto, constitutes the entire agreement among the parties and supersedes all prior agreements, correspondence, conversations and negotiations with respect to the subject matter hereof.

3.5 Severability.

All provisions of this Agreement are severable, and if any of them is determined to be invalid or unenforceable for any reason, the remaining provisions and portions of this Agreement shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

3.6 Modification and Amendment.

This Agreement may not be modified or amended except by an instrument in writing duly executed by the parties hereto, and no waiver of compliance of any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party hereto seeking to be charged with such waiver or consent.

3.7 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its principles of conflicts of laws.

3.9 Binding Effect; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, legatees, beneficiaries, personal representatives and other legal representatives and assigns, as the case may be. This Agreement may not be assigned by any party hereto without the prior written consent of the others.

3.10 Further Assurances.

In addition to the actions, documents and instruments specifically required to be taken or delivered hereby, prior to and after the Closing and without further consideration, the Members and the Corporation shall execute, acknowledge and deliver such other assignments, transfers, consents and other documents and instruments and take such other actions as either party, or their counsel, may reasonably request in order to complete and perfect the transactions contemplated by this Agreement.

3.11 Headings.

The headings contained in this Agreement are for convenience of reference only and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Agreement.

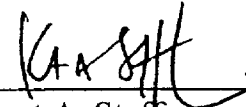
3.12 Counterparts.

This Agreement may be signed in two or more counterparts, all of which, taken together, shall be deemed to constitute one original Agreement.

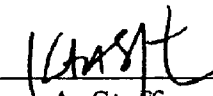
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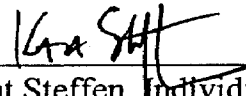
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

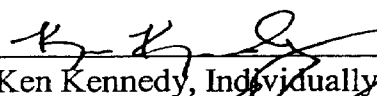
TELUTION, INC.

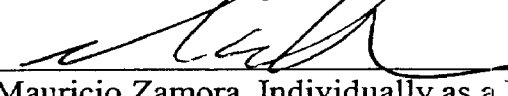
By:   
Kent A. Steffen  
President, CEO and Secretary

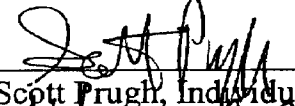
TELUTION L.L.C.

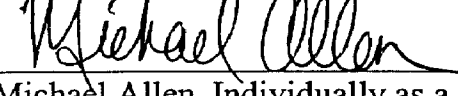
By:   
Kent A. Steffen  
President, CEO and Manager

  
Kent Steffen, Individually as a Member

  
Ken Kennedy, Individually as a Member

  
Mauricio Zamora, Individually as a Member

  
Scott Prugh, Individually as a Member

  
Michael Allen, Individually as a Member