

12-06-2000



11-17-00

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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
 10 08 1999
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 10 08 1999

Name LatinoLink Enterprises, Inc.

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Latino.com, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 123 Townsend Street

Address (line 2) Suite 445

Address (line 3) San Francisco

CA

State/Country

94107

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 Delaware

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)

<input type="text" value="75700042"/>	<input type="text" value="75700039"/>	<input type="text"/>
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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.

Franklin B. Molin
Name of Person Signing

Franklin B. Molin
Signature

November 16, 2000
Date Signed

State of Delaware

Office of the Secretary of State

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ENDORSED - FILED
in the office of the Secretary of State
of the State of California

OCT 14 1999

BILL JONES, Secretary of State

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 OWNERSHIP, WHICH MERGES:

"LATINOLINK ENTERPRISES, INC.", A CALIFORNIA CORPORATION, WITH AND INTO "LATINO.COM, INC." UNDER THE NAME OF "LATINO.COM, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF OCTOBER, A.D. 1999, AT 9:01 O'CLOCK A.M.

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



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE: 0021046

10-12-99

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TRADEMARK

REEL: 002188 FRAME: 0493

CERTIFICATE OF OWNERSHIP AND MERGER

OF

LATINOLINK ENTERPRISES, INC.
(a California Corporation)

INTO

LATINO.COM, INC.
(a Delaware Corporation)

It is hereby certified that:

1. LatinoLink Enterprises, Inc. (hereinafter called the "Corporation") is a corporation of the State of California, the laws of which permit a merger of a corporation of that jurisdiction with a corporation of another jurisdiction.
2. The Corporation, as the owner of all of the outstanding shares of the stock of Latino.com, Inc., a corporation of the State of Delaware ("Latino.com"), hereby merges itself into Latino.com, which shall be the surviving corporation.
3. The following is a copy of the resolutions merging the Corporation into Latino.com adopted by written consent, as of the 1st day of October, 1999, by the Board of Directors of the Corporation:

RESOLVED, that the Board has determined that it is advisable and in the best interest of the Corporation to be reincorporated in the State of Delaware by merging itself with and into Latino.com (the "Merger") pursuant to the laws of the State of California and the laws of the State of Delaware as hereinafter provided, so that the separate existence of the Corporation shall cease as soon as the Merger shall become effective upon the filing of a certified copy of the Certificate of Ownership and Merger with the Secretary of State of California (the "Effective Time of Merger"), and thereupon the Corporation and Latino.com will become a single corporation, which shall continue to exist under and be governed by, the laws of the State of Delaware; and further

RESOLVED, that the terms and conditions of the proposed Merger are as follows:

(a) From and after the Effective Time of Merger, all of the estate, property, rights, privileges, powers, and franchises of the Corporation shall become vested in and be held by Latino.com as fully and entirely and without change or diminution as the same were before held and enjoyed by the Corporation, and Latino.com shall assume all of the obligations of the Corporation.

(b) From and after the Effective Time of Merger, the holders of all of said issued and outstanding common stock or preferred stock of the Corporation shall automatically be and become holders of common stock or preferred stock of Latino.com upon the basis below specified, whether or not certificates representing said shares are then issued and delivered. Each share of common stock, without par value, of the Corporation which shall be issued and outstanding immediately prior to Effective Time of Merger shall be converted into one issued and outstanding share of common stock, \$.0001 par value, of Latino.com and each share of preferred stock, without par value, of the Corporation which shall be issued and outstanding immediately prior to the Effective Time of Merger shall be converted into one issued and outstanding share of preferred stock, \$.0001 par value, of Latino.com of the same series and with substantially identical rights, preferences, privileges and limitations.

(c) From and after the Effective Time of Merger, each holder of record of any outstanding certificate or certificates theretofore representing common stock or preferred stock of the Corporation may surrender the same to Latino.com at its office in San Francisco, California and such holder shall be entitled upon such surrender to receive in exchange therefor a certificate or certificates representing a pro rata number of shares of common stock or preferred stock, as the case may be, of Latino.com. Until so surrendered, each outstanding certificate which prior to the Effective Time of Merger represented one or more shares of common stock or preferred stock of the Corporation shall be deemed for all corporate purposes to evidence ownership of an equal number of shares of common stock or preferred stock of Latino.com.

(d) From and after the Effective Time of Merger, each holder of any option or warrant to purchase any capital stock of the Corporation may surrender the same to Latino.com at its office in San Francisco, California, and such holder shall be entitled upon such surrender to receive in exchange therefore a pro rata number of options or warrants, as the case may be, of Latino.com. Until so surrendered, each outstanding option or warrant, which prior to the Effective Time of Merger represented one or more options or warrants to purchase capital stock of the Corporation, shall be deemed for all corporate purposes to evidence ownership of an equal number of options or warrants to purchase corresponding capital stock of Latino.com.

(e) From and after the Effective Time of Merger, each share of common stock of Latino.com issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares of common stock of Latino.com.

(f) From and after the Effective Time of Merger, the Certificate of Incorporation, as restated, and the By-laws of Latino.com, as in effect immediately prior to the Effective Time of Merger, shall be the Certificate of Incorporation and the By-laws of Latino.com, and said Restated Certificate of Incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware.

(g) From and after the Effective Time of Merger, the members of the Board of Directors and officers of Latino.com immediately prior to the Effective Time of Merger shall be the members of the Board of Directors and the corresponding officers of Latino.com.

(h) From and after the Effective Time of Merger, the assets and liabilities of the Corporation and of Latino.com shall be entered on the books of the Latino.com at the amounts at which they would be carried at such time on the respective books of the Corporation and of Latino.com, subject to such inter-corporate adjustments or eliminations, if any, as may be required to give effect to the Merger; and, subject to such action as may be taken by the Board of Directors of Latino.com, in accordance with generally accepted accounting principles, the capital and surplus of Latino.com immediately after the Effective Time of Merger shall be equal to the capital and surplus of the Corporation and Latino.com.

(i) At any time before or after approval by the shareholders of the Corporation, this resolution may be amended in any manner (except that, after the approval of the resolution by the shareholders of the Corporation, the principal terms may not be amended without the further approval of the shareholders of the Corporation) as may be determined in the judgment of the respective Board of Directors of the Corporation to be 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 resolution.

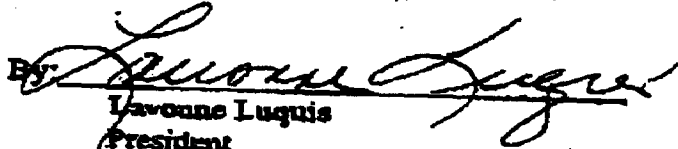
(j) At any time before the Effective Time of Merger, this resolution may be terminated and the Merger may be abandoned by the Board of Directors of the Corporation, notwithstanding the approval of this resolution by the shareholders of the Corporation, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of the Corporation, such action would be in the best interest of the Corporation. In the event of termination of the Merger pursuant to this resolution, this resolution shall become void and of no effect and there shall be no liability on the part of either the Corporation or Latino.com or their respective Boards of Directors or shareholders with respect thereto, except that the Corporation shall pay all expenses incurred in connection with the Merger or in respect of this resolution or relating thereto.

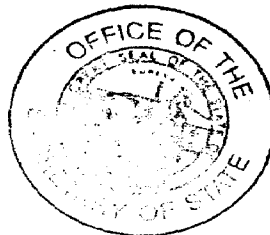
(k) The Board of Directors and the proper executive officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents that shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of the Merger herein provided for.

4. The proposed merger herein certified has been adopted, approved, certified, executed, and acknowledged by the Corporation in accordance with the laws under which it is organized.

Dated as of October 1, 1999

LATINLINK ENTERPRISES, INC.,
a California corporation

By: 
Lavonne Luquis
President



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