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Submission Type

New

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Document ID #

Correction of PTO Error
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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

Name (line 1)

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)

Individual General Partnership Limited partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

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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

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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.

Linda Tiller

Name of Person Signing

Signature

Date

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70-736-4 (5)

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement"), dated as of this 15th day of December, 1998, is entered into by and among the companies named in Article SECOND below, which are referred to herein collectively as the Constituent Companies.

FIRST: The Constituent Companies have agreed to merge, and the terms and conditions of said merger, the mode of carrying the same into effect and the manner and basis of converting the shares of issued stock or interests of the Constituent Companies into stock of the Surviving Company, as defined below, are and shall be as set forth herein.

SECOND: The parties to this Agreement are Sunflower MarketPlace Solutions, L.L.C., a Kansas limited liability company (hereinafter referred to as "SMS"), MarketSmart, L.L.C., a Kansas limited liability company (hereinafter referred to as "MS"), and Dennis Garberg and Associates, Inc., a Kansas corporation (hereinafter referred to as "DGA").

THIRD: DGA shall be the surviving corporation in the merger described herein (hereinafter sometimes referred to as the "Surviving Company").

FOURTH: The Board of Directors of DGA, by unanimous written consent dated December 15, 1998, duly adopted a resolution declaring that a merger substantially upon the terms and conditions set forth in this Agreement was advised, authorized and approved and directing its submission to its shareholders for approval. The shareholders of DGA duly adopted and approved the form and terms of this Agreement by unanimous written consent dated December 15, 1998.

FIFTH: The managers and members of SMS, by unanimous written consent dated December 15, 1998, duly adopted and approved the form and terms of this Agreement.

SIXTH: The managers and members of MS, by unanimous written consent dated December 15, 1998, duly adopted and approved the form and terms of this Agreement.

SEVENTH: The Articles of Incorporation of DGA as in effect immediately prior to the Effective Time, as defined below, shall be the Articles of Incorporation of the Surviving Company.

EIGHTH: The Bylaws of DGA as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Company until thereafter amended in accordance with the laws of the State of Kansas.

NINTH: The directors and officers of DGA immediately prior to the Effective Time shall be the directors and officers of the Surviving Company, until their successors have been duly elected and qualified.

TENTH: The manner and basis of converting the interests or issued stock of the Constituent Companies into stock of the Surviving Company and the treatment of any interests or issued stock of the Constituent Companies not to be so converted at the Effective Time shall

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be as set forth below. At the Effective Time, by virtue of the merger and without any action of the holders thereof:

(a) Each interest in SMS and MS which is issued and outstanding immediately prior to the Effective Time shall be canceled and retired.

(b) Each interest in SMS and MS, if any, held in the treasury of SMS or MS, respectively, at the Effective Time, shall be canceled and retired.

(c) Each share of DGA Class A Voting Common Stock which is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding as one share of Class A Voting Common Stock of the Surviving Company.

(d) Each share of DGA Class B Non-Voting Common Stock which is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding as one share of Class B Non-Voting Common Stock of the Surviving Company.

ELEVENTH: Upon the Effective Time:

(a) the assets and liabilities of SMS and MS shall be taken up on the books of the Surviving Company at the amount at which they shall at that time be carried on the books of such companies, subject to such adjustments, if any, as may be necessary to conform to the Surviving Company's accounting procedures, and

(b) all of the rights, privileges, immunities, powers, purposes, and franchises of SMS and MS and all assets, property, real, personal and mixed, and all debts due to such companies on whichever account shall be vested in the Surviving Company, and all property rights, privileges, immunities, powers, purposes and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of such companies, and all debts, liabilities, obligations and duties of such companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

The merger provided for by this Agreement shall become effective and the separate existence of SMS and MS, except insofar as continued by statute, shall cease at 11:59 p.m. on December 31, 1998 (the "Effective Time").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SUNFLOWER MARKETPLACE SOLUTIONS, L.L.C.

By: Linda Tate Sims
Linda Tate Sims, Manager

MARKETSMART, L.L.C.

By: Linda Fate Sims
Linda Fate Sims, Manager

ATTEST:

DENNIS GARBERG AND ASSOCIATES, INC.

Linda Fate Sims
Linda Fate Sims, Secretary

By: Elaine Stansfield
Elaine Stansfield, President

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 21st day of December, 1998, before me appeared Elaine Stansfield to me personally known, who, being by me duly sworn did say that she is the President of Dennis Garberg and Associates, Inc., a Kansas corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Secretary acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

Julia M. Hutchins
Notary Public

My Commission Expires:

6-29-01

[SEAL] Julia M. Hutchins
Notary Public
State of Kansas
My Appt. expires 6-29-01

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