



02-07-2001



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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

1.31.01

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  
 01  01  01
- ☐ Change of Name
- ☐ Other

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

76/355936

- ☐ 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

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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: 002231 FRAME: 0038**

**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 703-456-8000

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.

#

7

**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)

76/135,936

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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.

Victor F. DeFrancis

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 OWNERSHIP, WHICH MERGES:

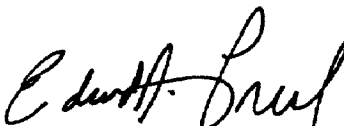
"EXTOL, INC.", A PENNSYLVANIA CORPORATION,

WITH AND INTO "EXTOL INTERNATIONAL, INC." UNDER THE NAME OF "EXTOL INTERNATIONAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JANUARY, A.D. 2001.

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



  
Edward J. Freel, Secretary of State

AUTHENTICATION: 0886626

3255445 8100M

001655129

DATE: 12-29-00

TRADEMARK  
REEL: 002231 FRAME: 0040

**CERTIFICATE OF OWNERSHIP AND MERGER  
OF**

**EXTOL, INC.**

**(a Pennsylvania corporation)**

**INTO**

**EXTOL INTERNATIONAL, INC.**

**(a Delaware corporation)**

Pursuant to Section 253 of the Delaware General Corporation Law EXTOL, Inc., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania,

**DOES HEREBY CERTIFY:**

**FIRST:** That EXTOL, Inc. ("**EXTOL**") is a corporation of the Commonwealth of Pennsylvania, the laws of which permit a merger of corporation of that jurisdiction with a corporation of another jurisdiction.

**SECOND:** EXTOL, is the sole owner of all of the outstanding shares of common stock of EXTOL International, Inc., a corporation of the State of Delaware ("**EXTOL International**").

**THIRD:** The Board of Directors of EXTOL duly adopted, by unanimous written consent as of July 24, 2000, the following resolutions approving the terms and conditions of the Agreement and Plan of Reorganization (the "**Agreement**") and determined to merge itself with and into EXTOL International:

**"RESOLVED**, that, it is deemed to be in the best interests of EXTOL and EXTOL International to merge EXTOL with and into EXTOL International, with EXTOL International being the surviving corporation of such merger, and enter into the Agreement in accordance with the terms and conditions of the Agreement, substantially in the form presented to the Board of Directors attached hereto as *Exhibit B*, with such changes and modifications therein as the officers executing the same shall approve (such approval to be conclusively evidenced by such officer's execution thereof), as follows:

(a) In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Pennsylvania Business Corporation Law, EXTOL shall be merged with and into EXTOL International (the "**Merger**"), the separate existence of EXTOL shall cease and EXTOL International shall be, and is herein sometimes referred to as, the "**Surviving Entity**," and the name of the Surviving Entity shall remain unchanged.

(b) The effective date and time of the Merger, and the time at which the Merger herein agreed upon shall become effective is January 1, 2001 at 9:00 a.m., Eastern Standard Time. The date and time when the Merger shall become effective shall be referred to herein as the "*Effective Date of the Merger.*"

(c) Upon the Effective Date of the Merger, the separate existence of EXTOL shall cease and EXTOL International, as the Surviving Entity, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by it and by EXTOL, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of EXTOL in the manner more fully set forth in Section 8-259 and Section 8-264 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of EXTOL as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of EXTOL in the same manner as if EXTOL International had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law.

(d) Upon the Effective Date of the Merger, the outstanding shares of Common Stock of EXTOL, shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of any such shares or any other person, be converted into and exchanged, at a conversion rate of five thousand (5,000) shares of Common Stock for every one (1) share of Common Stock of EXTOL.

(e) Upon the Effective Date of the Merger, each share of Common Stock of EXTOL International issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by EXTOL International, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

(f) The Certificate of Incorporation of EXTOL International as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

(g) The Bylaws of EXTOL International as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

**RESOLVED**, the terms and conditions of the Merger be, and hereby are approved and recommended to the holders of EXTOL common stock for their approval, and, upon the requisite approval by the holders of EXTOL common stock, the appropriate officers of EXTOL are hereby authorized and directed to take all such actions as may be appropriate or necessary to effectuate the Merger, including, without limitation, the execution and filing of documents with the Secretary of State of the State of Delaware and the Department of State of the Commonwealth of Pennsylvania.

**RESOLVED FURTHER**, that the officers of the Company be and hereby are authorized and directed to execute, deliver, perform, file and record all such documents or instruments and take all such actions as such officers in their discretion may deem necessary or desirable in connection with the foregoing resolutions in order to consummate the intents and purposes thereof."

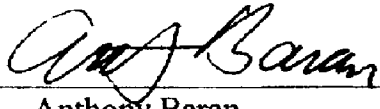
**FOURTH:** The proposed merger has been adopted, approved, certified, executed and acknowledged by EXTOL in accordance with the laws of the Commonwealth of Pennsylvania.

**FIFTH:** At any time before the Effective Date of the Merger, this Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of EXTOL or by the Board of Directors of EXTOL International, or both, notwithstanding the approval of this Merger by the stockholders of EXTOL or EXTOL International, or both.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, EXTOL, Inc., a Pennsylvania corporation, has caused this certificate to be signed by its duly authorized representative on December 28, 2000.

**EXTOL, INC.,**  
a Pennsylvania corporation

By:   
Anthony Baran  
Chairman and Chief Executive Officer

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