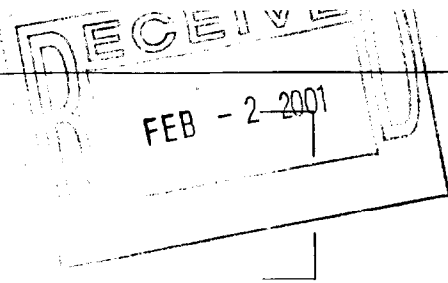


02-14-2001



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

**RECORDATION FORM COVER SHEET
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2.8 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
- Change of Name
- Other

Effective Date
Month Day Year
2 12 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

2295925

- 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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:
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REEL: 002233 FRAME: 0932

Domestic Representative Name and Address

Enter for the first Receiving Party only.

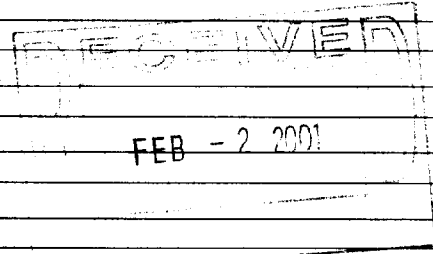
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

(801) 323-3320

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2295925"/>	<input type="text" value="2295924"/>	<input type="text" value="2292732"/>
<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.

Lester K. Essig

Signature

January 29, 2001

Name of Person Signing

Date Signed

RECEIVED

FEB 12 1999

Utah Div. of Corp. & Comm. Code

ARTICLES OF MERGER

OF

...and Commercial Code
...and hereby issue
Certificate thereon.

VAN KASPER ACQUISITION CORPORATION

Co 215338

... Date 2/16/99

WITH AND INTO

VAN KASPER & COMPANY



The undersigned entities hereby execute the following Articles of Merger:

ARTICLE ONE

The names of the entities proposing to merge (collectively, the "Constituent Entities") and the laws under which they are organized are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Organization</u>
Van Kasper Acquisition Corporation	Utah
Van Kasper & Company	California

ARTICLE TWO

Attached hereto as Exhibit A is a copy of the Plan of Merger by and among the Constituent Entities and First Security Corporation, a Delaware corporation, dated as of December 16, 1998, adopted in the manner prescribed by the laws of the jurisdictions of organization or incorporation of the parties thereto.

ARTICLE THREE

The surviving entity shall be Van Kasper & Company, which is a California corporation, and it shall continue to be governed by the laws of the State of California. The surviving entity shall continue to use the same Articles of Incorporation and Bylaws, except as otherwise set forth in the attached Plan of Merger.

ARTICLE FOUR

As to each of the Constituent Entities, the number of shares outstanding, the number of shares entitled to vote, and the designation of shares entitled to vote as a class, are as follows:

<u>Name of Entity And Class of Shares</u>	<u>Total Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>	<u>Designation of Shares Entitled to Vote as a Class</u>
Van Kasper Acquisition Corporation			
<i>Common</i>	100	100	None
Van Kasper & Company			
<i>Common</i>	3,600	3,600	Common Stock
<i>Preferred</i>	701,560	701,560	Preferred Stock, Series A

ARTICLE FIVE

As to each of the Constituent Entities, the number of shares voted for and against the Agreement of Merger, respectively, are as follows:

<u>Name of Entity and Class of Shares</u>	<u>Number of Shares Voted for Agreement</u>	<u>Number of Shares Voted Against</u>
Van Kasper Acquisition Corporation		
<i>Common</i>	100	None
Van Kasper & Company		
<i>Common</i>	3,600	None
<i>Preferred</i>	688,810	None

ARTICLE SIX

The registered agent and registered office of Van Kasper & Company, the surviving corporation, in Utah to accept service in any proceeding to enforce any obligation or rights of dissenting shareholders of the Constituent Entities or in any proceeding based on a cause of action arising with respect to the Constituent Entities is:

Leslie F. Paskett
41 East 100 South
Salt Lake City, Utah 84111

ARTICLE SEVEN


This Merger shall become effective on February 11, 1999.

ARTICLE EIGHT

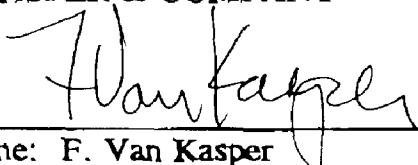
All provisions of the laws of the jurisdiction in which the Constituent Entities were organized applicable to the proposed merger have been complied with.

In witness whereof the undersigned, being thereunto duly authorized, have executed these Articles of Merger on behalf of the Constituent Entities as of the 11th day of February, 1999.

VAN KASPER ACQUISITION CORPORATION

By: 
Name: Scott C. Ulbrich
Title: President and Chief Executive Officer

VAN KASPER & COMPANY

By: 
Name: F. Van Kasper
Title: President and Chief Executive Officer

PLAN OF MERGER

THIS PLAN OF MERGER (the "Merger Plan") is made and entered into as of this 11th day of February, 1999, by and between Van Kasper & Company, a California corporation ("VK&C"), First Security Corporation, a Delaware corporation ("FSC"), and Van Kasper Acquisition Corporation, a Utah corporation ("Acquisition"), in connection with the transactions described in that certain Amended and Restated Agreement and Plan of Merger, dated as of December 16, 1998 (the "Merger Agreement") by and among Acquisition, VK&C, First Security Capital Markets, Inc., a Utah corporation ("FSCMI") and FSC. Terms not otherwise defined herein shall have the meaning given them in the Merger Agreement.

RECITALS

1. VK&C is a corporation duly organized, validly existing and in good standing under the laws of the State of California, with authorized capital of 3,600 shares of common stock, no par value, of which, on the date hereof, there are 3,600 shares issued and outstanding, and 3,000,000 shares of preferred stock, of which, on the date hereof, there are 701,560 shares issued and outstanding. The common and preferred stock of VK&C is hereafter collectively referred to as "VK&C Stock".

2. Acquisition is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah, with authorized capital of 10,000 shares of common stock, no par value ("Acquisition Stock"), of which, on the date hereof, there are 100 shares issued and outstanding. Acquisition is a wholly-owned subsidiary of FSC.

3. The respective Boards of Directors of FSC, Acquisition and VK&C, each acting pursuant to a duly authorized resolution, adopted by the vote of a majority of its directors, deem it desirable and in the best interests of their respective corporations and shareholders that Acquisition be merged with and into VK&C (the "Merger") as provided in this Merger Plan pursuant to the laws of the State of California, and that VK&C be the surviving corporation (the "Surviving Corporation").

4. FSC, Acquisition, FSCMI and VK&C entered into the Merger Agreement, which provides for the Merger in accordance with this Merger Plan.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Upon consummation of the Merger at the Effective Time of the Merger (as defined in Article VIII hereof), Acquisition shall be merged with and into VK&C, which shall thereupon be the Surviving Corporation, and the separate corporate existence of Acquisition shall cease.

ARTICLE II

NAME

The name of the Surviving Corporation shall be "First Security Van Kasper, Inc."

ARTICLE III

ARTICLES OF INCORPORATION

The Articles of Incorporation of VK&C as in effect immediately prior to the Effective Time of the Merger shall, at and after the Effective Time of the Merger, be the Articles of Incorporation of the Surviving Corporation; provided, however, that Article 1 of the Articles of Incorporation of the Surviving Corporation shall be amended to read as follows: The name of the corporation is "First Security Van Kasper, Inc."

ARTICLE IV

BYLAWS

The Bylaws of VK&C as in effect immediately prior to the Effective Time of the Merger shall, at and after the Effective Time of the Merger, be the Bylaws of the Surviving Corporation.

ARTICLE V

RIGHTS AND DUTIES OF SURVIVING CORPORATION

At and after the Effective Time of the Merger, all rights, privileges, powers and franchises and all property and assets of every kind and description of Acquisition shall be vested in and be held and enjoyed by the Surviving Corporation, without further act or deed, and all the estates and interests of every kind of Acquisition, including all debts due to Acquisition, shall be as effectively the property of the Surviving Corporation as they were of Acquisition, and the title to any real estate vested by deed or otherwise in Acquisition shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors and liens upon any property of Acquisition shall be preserved unimpaired and all debts, liabilities and duties of Acquisition shall be debts, liabilities and duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE VI

CONVERSION OF SHARES

In and by virtue of the Merger and at the Effective Time of the Merger, pursuant to this Merger Plan, the shares of VK&C Stock and Acquisition Stock outstanding immediately prior to the Effective Time of the Merger shall be converted without any action on the part of the holders thereof as follows:

(a) Effect on Acquisition Stock. Each share of Acquisition Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, on and after the Effective Time of the Merger, be automatically converted into one share of common stock, no par value, of the Surviving Corporation.

(b) Effect on the VK&C Stock. Each share of VK&C Stock issued and outstanding immediately prior to the Effective Time of the Merger, other than (i) shares owned of record by FSC or a wholly-owned subsidiary of FSC, or (ii) shares of VK&C Stock which are dissenting shares within the meaning of Section 1300(b) of the California General Corporation Law ("CGCL"), shall, without any action on the part of the holder thereof, cease to be outstanding and be converted into the right to initially receive on and after the Effective Time of the Merger, 4.10902 shares of common stock, no par value, of FSC ("FSC Stock"), and, if VK&C achieves certain revenue goals by the third and fourth anniversaries, up to 1.36968 additional shares of FSC Stock, for a total aggregate of 5.4787 shares of FSC Stock for each share of VK&C Stock, as specified in the Merger Agreement.

(c) Fractional Shares. No fractional shares of FSC Stock shall be issued in the Merger. In lieu thereof, each holder of VK&C Stock who would otherwise be entitled to receive a fractional share shall receive an amount in cash equal to the product (calculated to the nearest hundredth) obtained by multiplying (i) the \$20.178125 times (ii) the fraction of the share of FSC Stock to which such holder would otherwise be entitled. No such holder shall be entitled to dividends or other rights in respect of any such fraction.

ARTICLE VII

FURTHER ACTION

The parties hereto shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken all further or other action as they may deem necessary or desirable, in order to vest in and confirm to the Surviving Corporation title to and possession of all of Acquisition's property, rights, privileges, powers and franchises hereunder, and otherwise to carry out the intent and purposes of this Merger Plan.

ARTICLE VIII

EFFECTIVE TIME OF THE MERGER

The Merger shall be effective (the "Effective Time of the Merger") on February 11, 1999.

ARTICLE IX

TERMINATION

This Merger Plan may, by the mutual consent and action of the Boards of Directors of FSC, Acquisition and VK&C, be abandoned at any time before or after approval thereof by the shareholders of Acquisition and VK&C, but not later than the Effective Time of the Merger. This Merger Plan shall automatically be terminated and of no further force and effect if, prior to the Effective Time of the Merger, the Merger Agreement is terminated in accordance with the terms thereof; *provided, however*, that after this Merger Plan and the appropriate certificates of approval have been filed with the Secretary of State of the State of California in accordance with Section 1103 of the CGCL, this Merger Plan shall only be terminated by the filing of a certificate of

revocation in the office of the Secretary of State of the State of California prior to the Effective Time.

ARTICLE X

SATISFACTION OF CONDITION AND OBLIGATIONS

(a) The obligations of FSC and Acquisition to proceed with the Closing are subject to the satisfaction at or prior to the Closing of all of the conditions to the obligations of Acquisition and FSC under the Merger Agreement, any one or more of which, to the extent it is or they are waivable, may be waived, in whole or in part, by FSC.

(b) The obligations of VK&C to proceed with the Closing are subject to the satisfaction at or prior to the Closing of all of the conditions to the obligations of VK&C under the Merger Agreement, any one or more of which, to the extent it is or they are waivable, may be waived, in whole or in part, by VK&C.

ARTICLE XI

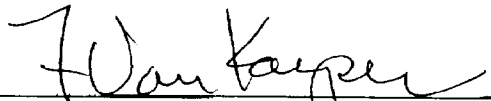
GOVERNING LAW

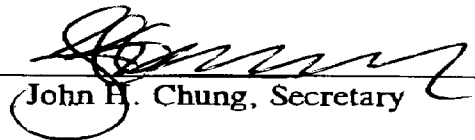
This Merger Plan has been executed in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto.

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IN WITNESS WHEREOF, VK&C, FSC and Acquisition, pursuant to the approval and authority duly given by resolution of their respective Board of Directors, have caused this Merger Plan to be signed by their respective Presidents and Secretaries on the day and year first above written.

VAN KASPER & COMPANY

By: 
F. Van Kasper, President and Chief
Executive Officer

By: 
John H. Chung, Secretary

VAN KASPER ACQUISITION CORPORATION

By: _____
Scott C. Ulbrich, President

By: _____
Terry G. Rock, Secretary

FIRST SECURITY CORPORATION

By: _____
Morgan J. Evans, President

By: _____
Brad D. Hardy, Secretary

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