

02-26-2001



101620260

TO: The Commissioner of Patents and Trademarks: please record the attached original document(s) or copy(ies).

Submission Type

New 2.12.01

Resubmission (Non-Recordation)

Document ID#

Correction of PTO Error

Reel #  Frame #

Corrective Document

Reel #  Frame #

Conveyance Type

Assignment  License

Security  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year  
09/21/00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
09/21/00

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)

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

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

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="75/906,365"/> | <input type="text" value="75/906,362"/> | <input type="text" value="75/925,797"/> | <input type="text"/>   | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/906,364"/> | <input type="text" value="75/925,649"/> | <input type="text" value="75/925,796"/> | <input type="text"/>   | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/906,363"/> | <input type="text" value="75/927,750"/> | <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: Yes  No   
 Authorization to charge additional fees:

**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.

Arlene D. Hanks  
Name of Person Signing

*Arlene D. Hanks*  
Signature

2-9-01  
Date Signed

Office of the Secretary of State

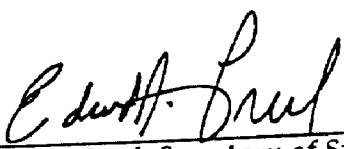
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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CLICK TACTICS, INC.", A NORTH CAROLINA CORPORATION, WITH AND INTO "CTI MERGER CORPORATION" UNDER THE NAME OF "CLICK TACTICS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2000, AT 1:30 O'CLOCK P.M.

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



  
Edward J. Freel, Secretary of State

AUTHENTICATION: 0688938

DATE: 09-21-00  
TRADEMARK

REEL: 002239 FRAME: 0941

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**CERTIFICATE OF MERGER OF**

**CLICK TACTICS, INC.**  
**(a North Carolina Corporation)**

**AND**

**CTI MERGER CORPORATION**  
**(a Delaware Corporation)**

It is hereby certified:

1. That constituent business corporations participating in the merger herein certified are:

(i) Click Tactics, Inc., ("Click Tactics"), which is incorporated under the laws of the State of North Carolina; and

(ii) CTI Merger Corporation ("CTI"), which is incorporated under the laws of the State of Delaware.

2. An agreement and plan of merger (the "Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of Subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by Click Tactics in accordance with the laws of the State of North Carolina and by CTI in the same manner as provided in Section 251 of the General Corporation Law of the State of Delaware.

3. The surviving corporation of the merger herein certified is CTI, which will change its name to Click Tactics, Inc. and will continue its existence as the surviving corporation upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

4. Article I of the certificate of incorporation of CTI Merger Corporation is amended to read as follows:

The name of the Corporation is Click Tactics, Inc.

The certificate of incorporation of CTI Merger Corporation, as amended to change the name of the surviving corporation to "Click Tactics, Inc.", shall be the certificate of incorporation of the surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

5. The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at the principal place of business of the aforesaid surviving corporation, the address of which is as follows:

Click Tactics, Inc.  
10720 Sikes Place, Suite 100  
Charlotte, North Carolina 28277

6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder of each of the constituent corporations.

7. The Agreement of Merger between the aforesaid constituent corporations provides that the merger herein certified shall be effective upon the filing of this Certificate of Merger insofar as the General Corporation Law of the State of Delaware shall govern said effective date.

DATED: September 21, 2000.

CLICK TACTICS, INC.

By: Mark J. Seals  
Mark J. Seals, President



# NORTH CAROLINA

## Department of The Secretary of State

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To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

**ARTICLES OF MERGER**

**OF**

**CLICK TACTICS, INC.**

**INTO**

**CTI MERGER CORPORATION  
WHICH CHANGED ITS NAME TO  
CLICK TACTICS, INC.**

the original of which was filed in this office on the 21st day of September, 2000.



IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal at the  
City of Raleigh, this 21st day of September, 2000

*Elaine F. Marshall*

Secretary of State

Document Id: 202659033

TRADEMARK  
REEL: 002239 FRAME: 0944

202659033

State of North Carolina  
Department of the Secretary of State

ARTICLES OF MERGER  
FOREIGN AND DOMESTIC BUSINESS CORPORATION

Pursuant to Sections 55-11-05 and 55-11-07 of the General Statutes of North Carolina, the undersigned corporation does hereby submit the following Articles of Merger as the surviving corporation in a merger between a domestic business corporation and one or more foreign business corporations.

1. The name of the surviving corporation is Click Tactics, Inc., a corporation organized under the laws of Delaware. The surviving corporation was known as CTI Merger Corporation prior to the merger. The name of the merged corporation is Click Tactics, Inc., a corporation organized under the laws of North Carolina.
2. Attached as Exhibit A is a copy of the Agreement and Plan of Merger that was duly approved in the manner prescribed by law by each of the corporations participating in the merger.
3. With respect to the surviving corporation (*check either a or b, as applicable*):
  - a.  Shareholder approval was not required for the merger.
  - b.  Shareholder approval was required for the merger and the Agreement and Plan of Merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes and the Delaware General Corporation Law.
4. With respect to the merged corporation (*check either a or b, as applicable*):
  - a.  Shareholder approval was not required for the merger.
  - b.  Shareholder approval was required for the merger, and the Agreement and Plan of Merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
5. The merger is permitted by the law of the state or country of incorporation or organization of each foreign entity which is a party.
6. Each foreign entity which is a party has complied or shall comply with the applicable laws of its state or country of incorporation or organization.
7. These articles will be effective upon filing.

This is the 21<sup>st</sup> day of September, 2000.

CLICK TACTICS, INC.

By: Mark J. Seals  
Signature

Mark J. Seals, President  
Type or Print Name and Title

Notes:

1. Filing fee is \$50. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.
2. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and entered into as of the 11<sup>th</sup> day of September, 2000, by and between CTI MERGER CORPORATION, a Delaware corporation (the "Surviving Corporation"), and CLICK TACTICS, INC., a North Carolina corporation (the "Merging Corporation"), the two corporations being hereinafter sometimes called the "Constituent Corporations."

#### PREMISES

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merging Corporation, respectively, deem it advisable and generally to the advantage, best interest and welfare of the corporate parties and their respective shareholders that the Merging Corporation merge with the Surviving Corporation under and pursuant to the provisions of the North Carolina Business Corporation Act and of the Delaware General Corporation Law.

NOW, THEREFORE, on the stated premises and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, it is hereby agreed as follows:

1. Merger. Pursuant to the terms and conditions of this Agreement, the Merging Corporation will merge into the Surviving Corporation (the "Merger"). Upon the Merger becoming effective, the corporate existence of the Surviving Corporation will continue and the corporate existence of the Merging Corporation shall cease.

2. Effective Date. This Agreement is entered into as of the date first above written subject to approval by the shareholders of the Constituent Corporations. After approval by the shareholders of the Constituent Corporations, this Agreement shall be filed in the office of the Secretary of State of Delaware and Articles of Merger shall be filed in the office of the Secretary of State of the State of North Carolina. The Merger shall be effective upon the filing of this Agreement in the office of the Secretary of State of the State of Delaware and the filing of Articles of Merger in the office of the Secretary of State of the State of North Carolina (the "Effective Date").

3. Name of Surviving Corporation. The Surviving Corporation will change its name to "Click Tactics, Inc."

4. Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation, subject to the change described in Section 3 of this Agreement, shall be the Certificate of Incorporation of the Surviving Corporation following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder or director or officer of the Surviving Corporation or upon any other person whomsoever are subject to this reserved power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of the



Surviving Corporation separate and apart from this Agreement and may be separately certified as the Certificate of Incorporation of the Surviving Corporation.

5. Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, the Certificate of Incorporation or the General Corporation Law of the State of Delaware.

6. Conversion and Exchange of Shares. On the Effective Date, the outstanding shares of the Constituent Corporations will be converted and exchanged as follows:

a. Surviving Corporation. Each share of Common Stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Date shall be retired and cancelled.

b. Merging Corporation.

(i) Common Stock. Each outstanding share of common stock of the Merging Corporation shall be converted into and exchanged for one outstanding share of common stock of the Surviving Corporation.

(ii) Series A Preferred Stock. Each outstanding share of Series A Preferred Stock of the Merging Corporation shall be converted into and exchanged for 9.46 shares of Series A Convertible Preferred Stock of the Surviving Corporation. No fractional shares will be issued, and each holder of Series A Preferred Stock of the Merging Corporation that would be entitled to issuance of a fractional share shall be paid an amount equal to the fraction to which such holder would be entitled multiplied by \$105.71. The fractional share a holder is entitled to will be calculated by first converting all shares of Series A Preferred Stock held by such holder into the greatest number of whole shares of Series A Convertible Preferred Stock of the Surviving Corporation into which the aggregate number of shares of Series A Preferred Stock of the Merging Corporation may be converted.

c. Surrender of Share Certificates. The holder of the certificate representing the shares to be converted or exchanged in the Merger will surrender such certificate and after the Effective Date will be entitled to receive in exchange therefor a certificate or certificates representing the number of shares to which such holder is entitled under this Agreement. Until so surrendered, the outstanding certificate that prior to the Effective Date represented shares of the Merging Corporation will be deemed for all purposes to evidence ownership of the consideration to be issued for such shares under this Agreement.

7. Directors and Officers. Upon the Effective Date, the directors and officers of the Merging Corporation shall become the directors and officers of the Surviving Corporation and shall serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws. Upon the Effective Date, the directors and officers of the Surviving

Corporation prior to the Merger shall cease to be directors and officers of the Surviving Corporation (except to the extent that they were directors or officers of the Merging Corporation prior to the Merger).

8. Rights and Liabilities of Surviving Corporation. At and after the Effective Date the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of both the Merging Corporation and the Surviving Corporation; all debts due to either of the Constituent Corporations on whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers, and franchises, and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporation; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the constituent corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the Merger; all debts, liabilities and duties of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

9. Book Entries. The Merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date the assets and liabilities of the Merging Corporation shall be recorded at the amounts at which they are carried on the books of the Merging Corporation immediately prior to the Effective Date with appropriate adjustment to reflect the retirement of 100 shares of Common Stock of the Surviving Corporation presently issued and outstanding.

10. Service of Process on Surviving Corporation. The Surviving Corporation agrees that it may be served with process in the State of North Carolina in any proceeding for enforcement of any obligation to the Merging Corporation, as well as for the enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to Section 55-11-07 of the General Statutes of North Carolina and hereby irrevocably appoints the Secretary of State of North Carolina as its agent to accept service of process in any suit or proceeding. Copies of any such process shall be mailed to Click Tactics, Inc., 10720 Sikes Place, Suite 100, Charlotte, North Carolina 28277.

11. Payment to Dissenting Shareholders. The Surviving Corporation agrees to pay dissenting shareholders of the Merging Corporation any amounts to which they are entitled upon exercise of dissenters' rights under Article 13 of the North Carolina Business Corporation Act.

12. Authority. This Agreement has been approved and adopted by the Boards of Directors of the Merging Corporation and of the Surviving Corporation and shall be submitted for consideration and the requisite vote or consent by the shareholders of the Merging Corporation and

the Surviving Corporation, respectively, in accordance with the requirements of the applicable provisions of the laws of the State of Delaware and the State of North Carolina. This Agreement, upon becoming one duly adopted and authorized by the shareholders of the Merging Corporation and the Surviving Corporation, shall be certified, executed and acknowledged in accordance with the Delaware General Corporation Law and the North Carolina Business Corporation Act and shall be filed by the appropriate officers of the Merging Corporation and the Surviving Corporation, all in accordance with the applicable provisions of the Delaware General Corporation Law and the North Carolina Business Corporation Act, as the case may be. Additionally, the officers of the Merging Corporation and the Surviving Corporation shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement effective, including the filing of Articles of Merger in the office of the Secretary of State of North Carolina.

13. Termination. This Agreement may be terminated and abandoned by action of the Board of Directors of the Merging Corporation or the Surviving Corporation at any time prior to the Effective Date, whether before or after approval by the shareholders by the two corporate parties hereto.

14. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of the Merging Corporation held immediately prior to the Effective Date or otherwise carry out the intent and purposes of this Agreement, the Merging Corporation and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement, and the Surviving Corporation and the proper officers and directors thereof are hereby specifically authorized as attorneys-in-fact of the Merging Corporation (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts, in the name and on behalf of the Merging Corporation or otherwise, as those officers shall deem necessary or appropriate.

15. Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

IN WITNESS WHEREOF, each of the corporate parties hereto has caused this Agreement to be executed by its respective officers duly authorized by authority granted by their respective boards of directors as of the date first above written.

CLICK TACTICS, INC.

By: \_\_\_\_\_  
Mark J. Seals, President

CTI MERGER CORPORATION

By: \_\_\_\_\_  
Kenneth W. Long, President

CERTIFICATIONS OF STOCKHOLDER APPROVAL

The undersigned, being the duly appointed Secretary of CTI Merger Corporation, hereby certifies that this Agreement and Plan of Merger was adopted by unanimous written consent of the stockholders of CTI Merger Corporation, effective September 11, 2000.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

The undersigned, being the duly appointed Secretary of Click Tactics, Inc., hereby certifies that this Agreement and Plan of Merger was adopted by the shareholders of Click Tactics, Inc. at a duly called special meeting of shareholders on September 21, 2000.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**Click Tactics, Inc.**  
**(Delaware corporation)**

**U.S. Trademarks**

**Pending Application**

| Mark                                  | Application No. | Priority Date |
|---------------------------------------|-----------------|---------------|
| CLICK TACTICS (Class 16)              | 75/906,365      | 1/31/00       |
| CLICK TACTICS (Class 35)              | 75/906,364      | 1/31/00       |
| CLICK TACTICS (Class 39)              | 75/906,363      | 1/31/00       |
| CLICK TACTICS (Class 42)              | 75/906,362      | 1/31/00       |
| EMPOWERED BY CLICK TACTICS (Class 16) | 75/925,649      | 2/22/00       |
| EMPOWERED BY CLICK TACTICS (Class 35) | 75/927,750      | 2/22/00       |
| EMPOWERED BY CLICK TACTICS (Class 39) | 75/925,797      | 2/22/00       |
| EMPOWERED BY CLICK TACTICS (Class 42) | 75/925,796      | 2/22/00       |