

02-26-2001



101620265

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

2.10.01

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

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
- 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:
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="75960054"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2344411"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75960052"/>	<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"/>	<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.

H. William Palmer, Jr., Atty. H. William Palmer Jr. 2/5/01
 Name of Person Signing Signature Date Signed



NORTH CAROLINA

Department of The Secretary of State

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

HEALTHLINK INCORPORATED

INTO

INSOURCE MANAGEMENT GROUP, INC.

the original of which was filed in this office on the 29th day of December, 2000.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 29th day of December, 2000

Elaine F. Marshall

Secretary of State

Document Id: 203649226

TRADEMARK
REEL: 002239 FRAME: 0954

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SOSID:
Date Filed: 12/29/2000 1:59 PM
Effective: 12/31/2000
Elaine F. Marshall
North Carolina Secretary of State

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 Insurance Management Group, Inc, a corporation organized under the laws of Delaware; the name of the merged corporation is HealthLink Incorporated, a corporation organized under the laws of North Carolina.
2. Attached is a copy of the 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 plan of merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
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 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 on December 31, 2000 at 11:59 p.m.

(Revised January 2000)

Form B-12

CORPORATIONS DIVISION

P. O. BOX 29692

RALEIGH, NC 27696-0692

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This is the 26th day of December, 2000.

INSOURCE MANAGEMENT GROUP, INC.,
a Delaware corporation

By: *James S. Austin*
JAMES S. AUSTIN, Secretary
Type or Print Name and Title

(Revised January 2000)

Form B-12

CORPORATIONS DIVISION

P. O. BOX 29022

RALEIGH, NC 27626-0022

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PLAN OF MERGER

A. Corporations Participating in Merger. HealthLink Incorporated, a North Carolina corporation (the "Merging Corporation") will merge into Insource Management Group, Inc, a Delaware corporation, which will be the surviving corporation (the "Surviving Corporation").

B. Name of Surviving Corporation. After the merger, the Surviving Corporation will have the name Insource Management Group, Inc.

C. Merger. The merger of the Merging Corporation into the Surviving Corporation will be effected pursuant to the terms and conditions of this Plan. Upon the merger's becoming effective, the corporate existence of the Merging Corporation will cease, and the corporate existence of the Surviving Corporation will continue. The time when the merger becomes effective is hereinafter referred to as the "Effective Time".

D. Conversion and Exchange of Shares. At the Effective Time, the outstanding shares of the corporations participating in the merger will be converted and exchanged as follows:

1. Surviving Corporation. The outstanding shares of the Surviving Corporation will not be converted, exchanged, or altered in any manner as a result of the merger and will remain outstanding as shares of the Surviving Corporation.

2. Merging Corporation. Each outstanding share of the Merging Corporation will be converted into and exchanged as follows:

(a) Each share of common stock, no par value per share, shall cease to be outstanding and shall be converted into 3.752228 shares of Class B Common Stock, par value \$.01 per share, of the Surviving Corporation;

(b) Each share of Series A Convertible Preferred Stock, no par value per share, shall cease to be outstanding and shall be converted into 3.752228 shares of Series A Convertible Preferred Stock, par value \$.01 per share, of the Surviving Corporation;

(c) Each share of Redeemable Preferred Stock, no par value per share, shall be converted into 3.752228 shares of Redeemable Preferred Stock, par value \$.01 per share, of the Surviving Corporation;

(d) Each share of common stock, \$.01 par value per share, of the Surviving Corporation shall remain outstanding; and

(e) Each option to purchase common stock of the Surviving Corporation currently outstanding shall remain outstanding.

3. Fractional Shares. No fraction of a share of stock of the Surviving Corporation will be issued.

4. Surrender of Share Certificates. Each holder of a certificate representing shares to be converted or exchanged in the merger will surrender such certificate and after the Effective Time will be entitled to receive in exchange therefor a certificate or certificates representing the number of shares to which he is entitled under this Plan. Until so surrendered, each outstanding certificate that prior to the Effective Time 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 Plan.

5. Effect of the Merger. At the Effective Time, all assets and property of every description and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority of a public, as well as of a private nature of each of Surviving Corporation and Merging Corporation, shall be vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in Surviving Corporation or Merging Corporation shall not revert or in any way be impaired by reason of the merger; the Surviving Corporation shall be liable for all the obligations of each of Surviving Corporation and Merging Corporation and any claim existing, or action or proceeding pending by or against Surviving Corporation or Merging Corporation, may be prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Corporation may be substituted in its place; and all the rights of creditors shall be preserved unimpaired, and all liens upon any property of Surviving Corporation or Merging Corporation shall be preserved unimpaired on only the property affected by such liens immediately prior to the Effective Time. The Merging Corporation hereby agrees, to the extent permitted by law, from time to time as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take, or cause to be taken, such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Merging Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for, and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Surviving Corporation are hereby authorized, in the name of Merging Corporation or otherwise, to take any and all such action.

E. Amendments to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation have been amended and restated in their entirety as filed with the Secretary of State of Delaware.

F. Abandonment. After approval of this Plan by the shareholders of the Merging Corporation and the Surviving Corporation, and at any time prior to the merger's becoming effective, the board of directors of the Surviving Corporation may, in their discretion, abandon the merger.