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03-30-2001



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RECORDATION FORM COVERSHEET
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)

Correction of PTO Error
 Reel # Frame #

Corrective Document
 Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- License
- Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

- Formerly
- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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

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 the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0227), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, 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 No.

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)

Number of Properties

Enter the total number of properties involved: #

Fee Amount

Fee amount of properties listed (37 CFR 3.41):

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed

Deposit Account

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

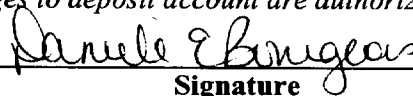
No

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.

Daniele E. Bourgeois

Name of Person Signing



Signature

3-12-01

Date

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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 conveying parties attached

Enter Additional Receiving Party

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

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)

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ARTICLES OF MERGER

OF

I2GO.COM, LLC

(a Georgia limited liability company)

AND

NEW I2GO.COM, INC.

(a Georgia corporation)

Pursuant to the provisions of the Georgia Business Corporation Code and the Georgia Limited Liability Company Act, the domestic corporation and the domestic limited liability company herein named do hereby adopt the following articles of merger:

1.

Annexed hereto and made a part hereof is the Plan of Merger for merging i2Go.com, LLC, a limited liability company of the State of Georgia, with and into New i2Go.com, Inc., a corporation of the State of Georgia, as adopted by the Board of Managers of i2Go.com, LLC on February 4, 2000, and adopted by the Board of Directors of New i2Go.com, Inc., on February 4, 2000.

2.

The Merger was duly approved by the members of i2Go.com, LLC and by the shareholders of New i2go.com, Inc.

3.

New i2Go.com, Inc. will continue its existence as the surviving corporation under the name "i2Go.com, Inc." pursuant to the provisions of the Georgia Business Corporation Code.

4.

This Article constitutes an undertaking by the corporation that the request for publication of a notice of filing these Articles of Merger and payment therefor will be made as required by subsection (b) of Section 14-2-1105.1 of the Georgia Business Corporations Code.

5.

The merger herein provided for shall take effect in the State of Georgia upon the filing of these Articles of Merger with the Secretary of State of the State of Georgia.

Executed the 4 day of February, 2000.

I2GO.COM, LLC
(a Georgia limited liability company)

By: [Signature]
Name: Sam Johnson
Title: President

NEW I2GO.COM, INC.
(a Georgia corporation)

By: [Signature]
Name: Sam Johnson
Title: President

SECRETARY OF STATE
FEB 4 4 55 PM '00

**AGREEMENT AND PLAN OF MERGER
OF I2GO.COM, LLC
INTO NEW I2GO.COM, INC.**

This Agreement and Plan of Merger (the "Agreement") is entered into as of February 4, 2000, by and between I2GO.COM, LLC, a Georgia limited liability company (the "LLC"), and NEW I2GO.COM, INC., a Georgia corporation (the "Corporation" or, after the Effective Time of Merger as defined in Section 2.1 below, the "Surviving Corporation"). The LLC and the Corporation are sometimes herein collectively referred to as the "Constituent Entities."

RECITALS

WHEREAS, the LLC is an entity which conducts Internet based services; and

WHEREAS, the Corporation desires, and the LLC agrees, that it is in the best interest of both the Constituent Entities if their interests are merged as provided for in Section 14-2-1105 et seq. of the Georgia Business Corporation Code, and Section 14-11-901 et seq. of the Georgia Limited Liability Company Act.

NOW, THEREFORE, the Constituent Entities hereby agree as follows:

**ARTICLE I
Constituent Entities**

1.1 The LLC

(a) One of the Constituent Entities to the Merger is "i2Go.com, LLC," a Georgia limited liability company, which shall be merged with and into "New i2Go.com, Inc.," a Georgia corporation, which shall be the surviving corporation in the Merger. The name of the surviving corporation shall be changed hereby to "i2Go.com, Inc."

(b) The LLC was organized under the laws of the State of Georgia as "i2Go.com, LLC" on February 18, 1999, as amended on July 21, 1999.

1.2 The Corporation

(a) The other Constituent Corporation to the Merger is "New i2Go.com, Inc.," a Georgia corporation which shall be the surviving corporation in the Merger. The name of the surviving corporation will change to "i2Go.com, Inc."

(b) The Corporation was incorporated under the laws of Georgia on January 31, 2000.

ARTICLE II
The Merger

2.1 Effective Time of the Merger. The Merger shall be effective as of the date of the filing of the Articles of Merger with the Secretary of State of Georgia (the "Effective Time of the Merger").

2.2 Effects of the Merger. At the Effective Time of the Merger, the separate existence of the LLC shall cease. The LLC shall be merged with and into the Corporation and the separate corporate existence of the Corporation as the surviving corporation with all its rights, privileges, powers, and franchises shall continue unaffected and unimpaired by the Merger. The Merger shall, from and after the Effective Time of the Merger, have all the effects set forth in this Agreement and otherwise provided for by applicable law.

2.3 Surviving Corporation. The Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities, and franchises of the LLC, all the properties and assets of the LLC and all of the debts, choses in action, and other interests due or belonging to the LLC, and shall be subject to, and responsible for, all of the debts, liabilities, and obligations of the LLC with the effect set forth in the Georgia Business Corporation Code and the Georgia Limited Liability Company Act.

2.4 Supplemental Action. If, at any time after Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Corporation its right, title, or interest in, to or under any of the rights, properties, or assets of the LLC acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of the Surviving Corporation shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Entities or otherwise, all such deeds, bills of sale, assignments, and assurances and to take and do, in the name and on behalf of the Constituent Entities or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title, and interest in, to and under such rights, properties, or assets in the Surviving Corporation or to otherwise carry out this Agreement.

ARTICLE III
Articles of Incorporation, Bylaws, and
Directors and Officers of the Surviving Corporation

3.1 Articles of Incorporation. At the Effective Time of the Merger, the Articles of Incorporation of the Corporation as the Surviving Corporation shall remain the Articles of Incorporation of the Surviving Corporation, subject to such Articles being restated to reflect the corporate name "i2Go.com, Inc."

3.2 Bylaws. The Bylaws of the Corporation in effect immediately prior to the Effective Time of the Merger shall remain the Bylaws of the Surviving Corporation, subject to such Articles being restated to reflect the corporate name "i2Go.com, Inc."

3.3 Directors and Officers. The directors and officers of the Corporation immediately prior to the Effective Time of the Merger shall remain the directors and officers of the Surviving Corporation.

ARTICLE IV
Manner and Basis of Converting Shares
of the Constituent Corporation

4.1 Conversion of Shares in the Merger. As of the Effective Time of the Merger, by virtue of the Merger:

(a) All issued and outstanding units of the LLC (the "Units") shall be converted into shares of common stock of the Corporation on the following basis: each unit shall convert into 1 share of common stock. By example, a holder of 5,000 Units shall convert into 5,000 shares of common stock of the Corporation by virtue of the Merger. The LLC acknowledges that none of the LLC's members has elected to demand dissenters rights as permitted by the Georgia Limited Liability Company Act.

(b) All issued and outstanding shares of Common Stock of the Corporation prior to the Effective Time of the Merger shall be canceled and retired and all rights in respect thereof shall cease to exist without any conversion or payment thereof or payment therefor. The Corporation acknowledges that none of its shareholders has elected to demand dissenters rights as permitted by the Georgia Business Corporation Code and consequently all shares shall be canceled.

4.2 Conversion of Options in the Merger. As of the Effective Time of the Merger, by virtue of the Merger, all issued and outstanding options to acquire Units shall be converted into options to acquire shares of common stock of the Corporation as the Surviving Corporation on terms and conditions substantially in the form of such options of the LLC in existence immediately prior to the Merger.

4.3 Procedure for Cancellation. As soon as practicable after the Closing, holders of the Units of the LLC shall deliver such Units for cancellation.

ARTICLE V
Termination and Amendment

5.1 Termination By Agreement. Notwithstanding the approval of this Agreement by the members of the LLC and the shareholders of the Corporation, this Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Board of Managers of the LLC and the Board of Directors of the Corporation.

5.2 No Liability. In the event of the termination of this Agreement as provided in Section 5.1 hereof, this Agreement shall forthwith become null and void and there shall be no liability on the part of either the LLC or the Corporation or their respective officers or directors, except as otherwise provided herein.

5.3 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval hereof by the Board of Members of the LLC, but, after any such approval, no amendment shall be made which by law requires the further approval of the members or shareholders of either the LLC or the Corporation without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS THEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

I2GO.COM, LLC

By: _____

Title: President

NEW I2GO.COM, INC.

By: _____

Title: President

FEB 4 4 55 PM '00

SECRETARY OF STATE