

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



03-21-2001

U.S. Patent & TMO/TM Mail Ropt Dt. #34

04-02-2001



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RECORDATION FORM COVER SHEET 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)
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)

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

FOR OFFICE USE ONLY

04/02/2001 TDIAZ1 00000143 75356573

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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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: 002261 FRAME: 0426

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 356573"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2255651"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76 035158"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2262137"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76 927262"/>	<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.) #

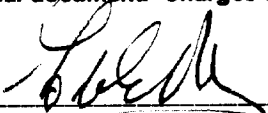
Deposit Account Number: #

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.

GORDON E. R. TRAY
Name of Person Signing


Signature

3-20-2001
Date Signed



OFFICE OF THE PUBLIC REGULATION COMMISSION

CERTIFICATE OF MERGER

OF

IMPACT SOFTWARE PRODUCTION, INC.

3204971

The Public Regulation Commission certifies that duplicate originals of the Articles of Merger attached hereto, duly signed and verified pursuant to the provisions of the:
BUSINESS CORPORATION ACT
(53-11-1 to 53-18-12 NMSA 1978)
have been received and are found to conform to law.

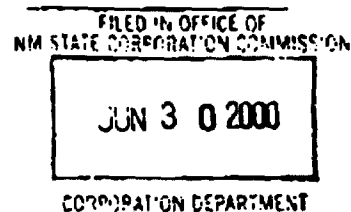
Accordingly, by virtue of the authority vested in it by law the Public Regulation Commission issues this Certificate of Merger and attaches hereto a duplicate original of the Articles of Merger.

Dated: JUNE 30, 2000

In testimony whereof, the State Public Regulation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe

Bill Pope
Chairman
Tillie M. Martinez
for Bureau Chief

ARTICLES OF MERGER
of
IMPACT SOFTWARE PRODUCTION, INC.
into
PROVOLUTION CORPORATION



Pursuant to the provisions of the New Mexico Business Corporation Act, the undersigned corporations adopt the following articles of merger.

1. The plan of merger is as follows:
See attached Agreement and Plan of Merger

2. As to each corporation in which shareholder approval was required, the number of shares outstanding are as follows:
Impact Software Production, Inc.: 500 shares of voting common stock
Provolution Corporation: 500 shares of voting common stock

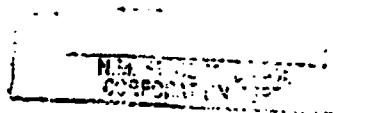
3. As to each corporation in which shareholder approval was required, the number of shares voted for and against the plan:

Impact Software Production, Inc.:	500 shares of voting common stock voted in favor of the merger -0- shares of voting common stock voted against the merger
Provolution Corporation:	500 shares of voting common stock voted in favor of the merger -0- shares of voting common stock voted against the merger

(There was no class voting)

4. Provolution Corporation, the surviving corporation agrees that:
 - a) It may be served with process in the state of New Mexico in any proceeding for the enforcement of an obligation of a domestic constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a domestic corporation against it.

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- b) The Secretary of state is irrevocably appointed as its agent to accept service of process in any such proceeding.
- c) It will promptly pay to the dissenting shareholders of any domestic corporation the amount to which they are entitled under the provisions of the Business Corporation Act with respect to the rights of dissenting shareholders.

In Witness Whereof, each of the undersigned corporations has caused these articles to be executed in its name by its chairman of the board, president or vice president and by its secretary or assistant secretary on the 20th day of JUNE, 2000.

PROVOLUTION CORPORATION

By [Signature]

By [Signature]

IMPACT SOFTWARE PRODUCTION, INC

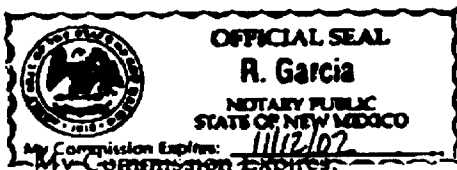
By [Signature]

By [Signature]

STATE OF)
) ss.
COUNTY OF)

2nd day of JUNE, 2000, Rosa I. Garcia, a Notary Public do hereby certify that on this day of JUNE, 2000 personally appeared before me WILLIAM F.BICE and BROOK BOEHLMEYER, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Provolution Corporation, that they executed the forgoing document as President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Subscribed and sworn to before me this 20th day of June, 2000.



[Signature]
Notary Public

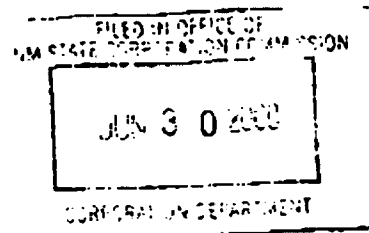
STATE OF)
) ss.
COUNTY OF)

23rd Rosa I. Garcia, a Notary Public do hereby certify that on this 23rd day of June 2000 personally appeared before me WILLIAM F. BICE and BROOK BOEHLMER, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Impact Software Production, Inc., that they executed the forgoing document as President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Subscribed and sworn to before me this 23rd day of June, 2000.



R. Garcia
Notary Public



AGREEMENT AND PLAN OF MERGER

AGREEMENT OF MERGER, dated this 20th day of June, 2000, pursuant to Section 252 of the General Corporation Law of the State of Delaware, between Provolution Corporation, a Delaware corporation and Impact Software Production, Inc., a New Mexico corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

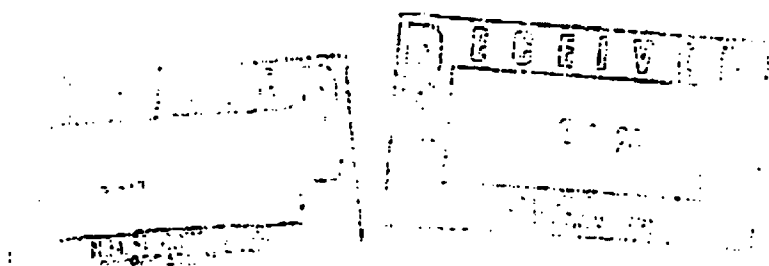
NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Provolution Corporation, hereby merges into itself Impact Software Production, Inc., and said Impact Software Production, Inc shall hereby be merged into Provolution Corporation, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Provolution Corporation, as heretofore amended and is in effect on the date of the merger provided in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: because the outstanding shares of the constituent corporations are owned by the same individual, the stock of Impact Software Productions, Inc. will be cancelled.

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FOURTH: The terms and conditions of the merger are as follows:

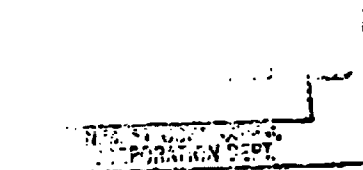
(a) the by-laws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on June 30, 2000.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act deed and all property, rights, and every other interest of the surviving corporation and merged corporation shall be as effectively the property of the surviving corporations as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees 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 to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged 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 merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors of its



constituent corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property an/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof such constituent corporation, (2) alter or change any term of the Certificates of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors have caused these presents to be executed by the President of each party hereto as the respective act, deed and agreement of said corporations on this 20th day of June, 2000.

PROVOLUTION CORPORATION

By BUTZ
President

IMPACT SOFTWARE PRODUCTION, INC.

By BUTZ
President