

05-16-2001



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Zyvex LLC *5-10-01*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Texas limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

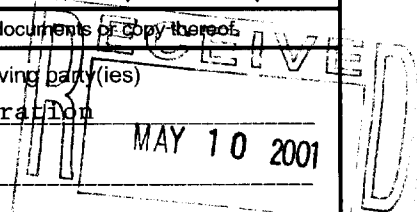
2. Name and address of receiving party(ies)

Name: Zyvex Corporation
Internal
Address: _____

Street Address: 1321 North Plano Rd, Ste 200
City: Richardson State: Texas Zip: 75081

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 9/5/2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/910,497, 75/910,520

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David H. Tannenbaum
Internal Address: _____
Fulbright & Jaworski L.L.P.
Suite 2800
Street Address: 2200 Ross Avenue
City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Linda M. Merritt *Linda M. Merritt* 5/4/2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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02 FC:482 25.00 OP

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The State of Texas

SECRETARY OF STATE

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

ZYVEX LLC
a Texas limited liability company
with
ZYVEX MANAGEMENT CORPORATION
a Texas corporation which changed its name to
ZYVEX CORPORATION

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed September 5, 2000

Effective September 5, 2000



Elton Bomer
Secretary of State

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**ARTICLES OF MERGER
OF
ZYVEX LLC
WITH AND INTO
ZYVEX MANAGEMENT CORPORATION**

FILED
in the Office of the
Secretary of State of Texas

SEP 05 2000

Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "*TBCA*") and Article 10.03 of the Texas Limited Liability Company Act (the "*TLLCA*"), the undersigned entities, one of which is a Texas corporation and one of which is a Texas limited liability company, do hereby adopt the following Articles of Merger for the purposes of merging them into one company.

ARTICLE I

An Agreement and Plan of Merger (the "*Plan of Merger*") was adopted in accordance with Article 5.03 of the *TBCA* and Articles 10.01 and 10.02 of the *TLLCA* providing for the merger (the "*Merger*") of Zyvex LLC, a Texas limited liability company ("*Zyvex LLC*"), into Zyvex Management Corporation, a Texas corporation ("*Zyvex*" or the "*Surviving Company*"), is attached hereto as Exhibit A.

ARTICLE II

The Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the State of Texas and by the constituent documents of each of the undersigned.

ARTICLE III

The Articles of Incorporation of Zyvex in effect immediately prior to the Merger will be the Articles of Incorporation of the Surviving Company, however, the name of the Surviving Company will be changed to "Zyvex Corporation." There will be no other amendments or changes to the Surviving Corporation's Articles of Incorporation.

ARTICLE IV

An executed copy of the Plan of Merger is on file at the principal place of business of Zyvex at 1321 Plano Road, Richardson, Texas 75081 and a copy of the Plan of Merger will be furnished by such entities, on written request and without cost, to any shareholder of each domestic corporation that is a party to or created by the Plan of Merger and to any creditor or obligee of the parties to the Merger at the time of the Merger if such obligation is then outstanding.

ARTICLE V

As to the undersigned domestic corporation, the approval of whose shareholders is required, the number of outstanding shares of each class or series of stock of such corporation entitled to vote, with other shares or as a class, on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Class or Series</u>	<u>Number of Shares Entitled to Vote as a Class or Series</u>
Zyvex Management Corp.	6,213,500	Common	0

As to the undersigned domestic corporation, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, voted for and against the Plan of Merger, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class or Series</u>
Zyvex Management Corp.	6,213,500	0	Common

ARTICLE VI

The Surviving Company will be responsible for the payment of all fees and franchise taxes of Zyvex LLC and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

ARTICLE VI

The Merger will become effective upon filing with the Texas Secretary of State's office.

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SURVIVING COMPANY:

ZYVEX MANAGEMENT CORPORATION

By: James R. Von Ehr, II
James R. Von Ehr, II,
Chief Executive Officer and President

MERGED COMPANY:

ZYVEX LLC

By: James R. Von Ehr, II
James R. Von Ehr, II, President

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Exhibit A

Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "*Agreement*") is made this 28th day of August, 2000, by and between Zyvex LLC, a Texas limited liability company ("*Zyvex LLC*"), and Zyvex Management Corporation, a Texas corporation ("*Zyvex*").

RECITALS:

WHEREAS, Zyvex is the holder of 1% of the membership interest in Zyvex LLC.

WHEREAS, James R. Von Ehr, II, an individual, is the holder of 99% of the membership interest in Zyvex LLC and the holder of approximately 96.5% of the issued and outstanding common stock of Zyvex.

WHEREAS, Zyvex and Zyvex LLC desire to restructure by causing Zyvex LLC to merge with and into Zyvex.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants set forth in this Agreement, Zyvex and Zyvex LLC agree as follows:

I.

Surviving Corporation, Name, Certificate of Incorporation, Bylaws, Directors and Officers

A. In accordance with the provisions of the Texas Business Corporation Act (the "*TBCA*") and the Texas Limited Liability Company Act (the "*TLCA*"), Zyvex LLC will, at the Effective Time (as hereinafter defined), be merged with and into Zyvex, and Zyvex will be the surviving corporation (the "*Surviving Corporation*"). The merger of Zyvex LLC with and into Zyvex is hereinafter referred to as the "*Merger*." After the Merger, Zyvex will continue to exist under and to be governed by the laws of the State of Texas. Except as herein specifically set forth, the identity, existence, purposes, powers, objectives, franchises, privileges, rights and immunities of Zyvex will continue unaffected and unimpaired by the Merger, and the franchises, existence, assets, liabilities and rights of Zyvex LLC will be merged into Zyvex, which, as the Surviving Corporation, will be fully vested therewith. The separate existence and organization of Zyvex LLC except insofar as they may be continued by statute, will cease at the Effective Time.

B. At the Effective Time, the name of the Surviving Corporation will be changed to "Zyvex Corporation."

C. The Articles of Incorporation of Zyvex as in effect immediately prior to the Effective Time will be the Articles of Incorporation of the Surviving Corporation, except that the name of the Surviving Corporation will be changed to "Zyvex Corporation"

D. The Bylaws of Zyvex in effect immediately prior to the Effective Time will be the Bylaws of the Surviving Corporation, except that all references in the Bylaws to "Zyvex Management Corporation" will be changed to "Zyvex Corporation"

E. The board of directors of Zyvex in office immediately prior to the Effective Time will be the board of directors of the Surviving Corporation, and, unless they sooner die, resign or are removed, will hold office from the Effective Time until their respective successors are elected and qualified.

F. The officers of Zyvex in office immediately prior to the Effective Time will be the officers of the Surviving Corporation. Unless the foregoing officers sooner die, resign or are removed, they will hold their respective offices from the Effective Time until their respective successors are elected or appointed.

II.

Capitalization

A. At the Effective Time, 100% of the membership interests in Zyvex LLC will be automatically canceled.

III.

Filings Relating to the Effective Date

A. Zyvex and Zyvex LLC will proceed expeditiously and cooperate fully in the procurement of any consents and approvals, the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise necessary for the consummation of the Merger.

B. The appropriate officers of Zyvex and Zyvex LLC will execute and verify, and cause to be filed Articles of Merger in accordance with the TBCA and the TLLCA on or prior to September 30, 2000.

C. The Merger will become effective as of 11:59 p.m., August 31, 2000 (the "*Effective Time*").

IV.**Certain Effects of the Merger**

A. When the Merger becomes effective, the separate existence of Zyvex LLC will cease. All rights, title, and interests to all real estate, employee benefit plans, accounts receivable, furniture, fixtures, equipment, leasehold rights and all other assets and property owned by Zyvex LLC and Zyvex shall be allocated to, acquired by and vested in the Surviving Corporation without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon. All liabilities and obligations of Zyvex LLC and Zyvex, including obligations under employee benefit plans, leases, bank indebtedness and accounts payable shall be allocated to and assumed completely by the Surviving Corporation, and the Surviving Corporation shall be the primary obligor therefor. All contracts, leases, agreements, promissory notes, employee benefit plans, and other documents or instruments which include Zyvex LLC within their text, shall be deemed as of the Effective Time to have substituted the name of the Surviving Corporation for Zyvex LLC, wherever it may appear, *provided, however*, that any and all licensing agreements between Zyvex and Zyvex LLC will be terminated as of the Effective Time. For vesting purposes, years of employment and other provisions contained in such documents for which association with Zyvex LLC is important, the period of association with the Surviving Corporation will relate back to the date of original association with Zyvex LLC.

B. At the time, or from time to time, after the Effective Time, the last acting manager of Zyvex LLC will, as and when requested by the Surviving Corporation or its successors or assigns, execute and deliver all such deeds, assignments and other instruments and take or cause to be taken all such further or other reasonable action as the Surviving Corporation deems reasonably necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of the properties, rights, privileges, powers, franchises, immunities and interests of Zyvex LLC and otherwise to carry out the purpose of this Agreement.

V.**Closing Date, Termination, Amendments,
Supplements, Etc.**

A. This Agreement shall be closed at the time and date as may be mutually agreed upon by Zyvex and Zyvex LLC, but prior to October 1, 2000.

B. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time pursuant to resolutions adopted by the Board of Directors of Zyvex and the Manager of Zyvex LLC, without action by the shareholders of Zyvex or the members of Zyvex LLC.

In order to evidence the foregoing, Zyvex and Zyvex LLC have caused this Agreement to be signed by their duly authorized officers as of the date first above written.

ZYVEX, LLC,
a Texas limited liability company

By: James R. Von Ehr, II
James R. Von Ehr, II,
President

ZYVEX MANAGEMENT CORPORATION
a Texas corporation

By: James R. Von Ehr, II
James R. Von Ehr, II,
Chief Executive Officer and President

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