

05-29-2001

Substitute Form PTO-1594
Attorney Docket No.: 10984-045001

5-18-01

REC



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Assistant Commissioner for Trademarks: Please review the enclosed correspondence and original document.

<p>1. Name of conveying/merging party: WhoWhere? Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation—State <input type="checkbox"/> Other _____</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving/surviving party: Quote.com, Inc. 850 N. Shoreline Blvd. Mountain View, California 94043</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation—State <u>California</u> <input type="checkbox"/> Other _____</p> <p>If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: September 12, 2000</p>	<p>4. Application number(s) or trademark number(s): A. Trademark Application No(s): B. Trademark No(s): 2400354</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name/address of party to whom correspondence concerning document should be mailed: TIMOTHY A. FRENCH, ESQ. Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804</p>	<p>6. Total number of applications and registrations involved: <u>12</u></p> <p>7. Total fee (37 CFR §3.41): \$315.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.</p> <p>8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.</p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i></p> <p>Timothy A. French Name of Person Signing</p> <p> Signature</p> <p>May 15, 2001 Date</p>	
<p>Total number of pages including cover sheet, attachments, and document: 8</p>	

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL 814114605 US

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-43513.

May 18, 2001
Date of Deposit

Signature

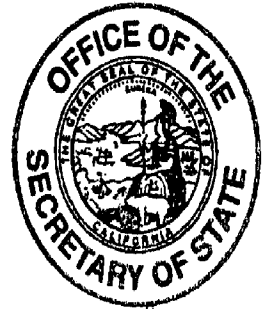
Samantha Bell
Typed Name of Person Signing Certificate

MATTER#	COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
?@ and Design 1							
10984/043001	UNITED STATES	5/13/1996	75/103,017	7/22/1997	2,081,176	REGISTERED	35, 42
ANGELFIRE 1							
10984/040002	UNITED STATES	6/17/1999	75/732,285	1/23/2001	2,422,857	REGISTERED	38
10984/040001	UNITED STATES	6/17/1999	75/732,283	12/19/2000	2,413,703	REGISTERED	35
10984/040003	UNITED STATES	6/17/1999	75/731,086			PENDING	42
MAILCITY 1							
10984/005001	UNITED STATES	5/15/1997	75/292,338	6/16/1998	2,165,752	REGISTERED	38
MYCROBES 1							
10984/206001	UNITED STATES	4/25/2000	76/033,651			PENDING	9
10984/206002	UNITED STATES	4/25/2000	76/034,134			PENDING	41
WHO'S THERE? 1							
10984/044001	UNITED STATES	5/13/1996	75/103,016	8/19/1997	2,088,969	REGISTERED	35, 42
WHOWHERE? 1							
10984/045002	UNITED STATES	4/25/1996	75/093,841	4/15/1997	2,052,566	REGISTERED	35
10984/045003	UNITED STATES	12/26/1995	75/037,409	12/17/1996	2,023,771	REGISTERED	42
WHOWHERE? and Design 1							
10984/042001	UNITED STATES	5/13/1996	75/103,018	3/4/1997	2,042,080	REGISTERED	35, 42

END OF REPORT

TOTAL ITEMS SELECTED = 12

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 07 2001



Bill Jones

Secretary of State

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FILED
The Office of the Secretary of State
of the State of California

SEP 14 2000 JW

Bill Jones
"L. JONES, Secretary of State"

AGREEMENT OF MERGER

This Agreement of Merger is entered into between Quote.com, Inc., a corporation duly organized and existing under the laws of the state of California, hereinafter called the Surviving Corporation, and WhoWhere? Inc., a corporation duly organized and existing under the laws of the state of California, hereinafter called the Merging Corporation.

1. The Merging Corporation shall be merged into the Surviving Corporation.
2. Any amendments to the articles of incorporation of the Surviving Corporation to be effected by the merger are: None. The Articles of Incorporation for Quote.com, a California Corporation which is surviving the merger, shall be the Articles of Incorporation of the Surviving Corporation.
3. 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 merger shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.
 - (b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified.
 - (c) At and after the effective date of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, 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 Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert 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; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth 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 subject to the limitations set forth in Section 317 of the California General Corporation Law.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merging Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further 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 either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merging Corporation and the officers and directors of the Surviving Corporation, are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

(e) This Agreement of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall take effect when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the California General Laws, are accepted for filing by the appropriate office of the State of California.

(f) This Agreement of Merger may be terminated or abandoned by (a) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (b) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective date of the merger. In the event of such termination or abandonment, this Agreement of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

(g) This Agreement of Merger constitutes a Plan of Reorganization, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.

(h) All corporate acts, plans, policies, approvals and authorizations of WhoWhere, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on WhoWhere. The employees of WhoWhere shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of WhoWhere.

(i) From the effective date of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any

property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement of Merger.

4. The manner of converting the shares of each constituent into shares or other securities of the Surviving Corporation, and, if any shares of any of the constituent corporations are not to be converted solely into shares or other securities of the Surviving Corporation, the cash, property, rights or securities of any corporation which the holders of such shares are to receive in exchange for the shares are as follows (or, if the shares are canceled without consideration, so state):

(a) Each share of common stock of the Merging Corporation which shall be outstanding on the effective date of this merger and all rights in respect thereof shall, without any further action on the part of anyone, be cancelled without consideration.

(b) After the effective date of the merger, each holder of a certificate or certificates which theretofore represented shares of common stock of the Merging Corporation shall cease to have any rights as a stockholder of the Merging Corporation except such as are expressly reserved to such stockholder by statute. After the effective date of the merger, each holder of any outstanding certificate representing shares of common stock of the Merging Corporation shall surrender the same to the Surviving Corporation.

5. Any other details or provisions are as follows: None.

IN WITNESS WHEREOF the parties have executed this Agreement on this 12th day of September, 2000.

Quote.com, Inc.

By: 

Edward M. Philip, President

By: 

Jeffrey M. Snider AS SECRETARY

WhoWhere? Inc.

By: 

Edward M. Philip, President

By: 

Jeffrey M. Snider AS SECRETARY

OFFICER'S CERTIFICATE

We, Edward M. Philip and Jeffrey M. Snider certify that:

1. We are the President and Secretary of Quote.com, Inc., a corporation duly organized and existing under the laws of the state of California.
2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total No. of Shares Entitled to Vote</u>
Common Stock	1000

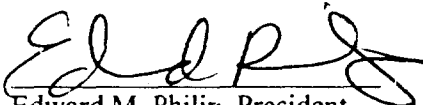
4. The Agreement of Merger in the form attached was approved by a unanimous vote of the shareholders of this corporation.

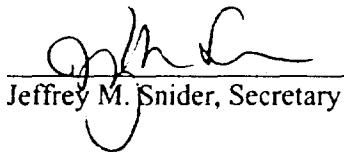
5. Each class entitled to vote and the minimum percentage vote of each class is as follows:

<u>Class</u>	<u>Minimum Percentage Vote</u>
Common Stock	Majority of Shares

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: September 17, 2011


Edward M. Philip, President


Jeffrey M. Snider, Secretary

OFFICER'S CERTIFICATE

We, Edward M. Philip and Jeffrey M. Snider certify that:

1. We are the President and Secretary of WhoWhere? Inc., a corporation duly organized and existing under the laws of the state of California.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total No. of Shares Entitled to Vote</u>
Common Stock	100

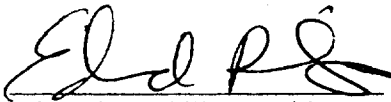
4. The Agreement of Merger in the form attached was approved by a unanimous vote of the shareholders of this corporation.

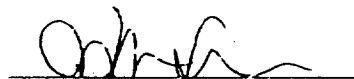
5. Each class entitled to vote and the minimum percentage vote of each class is as follows:

<u>Class</u>	<u>Minimum Percentage Vote</u>
Common Stock	100%

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: September 12, 2000


Edward M. Philip, President


Jeffrey M. Snider, Secretary

