

08-10-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Handwritten: 7-10-01

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)

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

08/10/2001 TDIAZ1 00000041 75640385

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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

TRADEMARK  
REEL: 002344 FRAME: 0712

**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="75/640385"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<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.

James C. Nemmers



8/2/2001

Name of Person Signing

Signature

Date Signed

11134-S  
11244-NS

ARTICLES OF MERGER  
OF ALLIED GROUP INFORMATION SYSTEMS, INC.  
WITH AND INTO  
THE FREEDOM GROUP INC.

2  
DOM 00 05# 019894 549975

RECEIVED  
SECRETARY OF STATE  
IOWA

99 FEB 26 AM 9:33

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to the provisions of Sections 1104 and 1105 of the Iowa Business Corporation Act, The FREEDOM Group Inc. and ALLIED Group Information Systems, Inc. do hereby adopt the following Articles of Merger:

ARTICLES I  
PLAN OF MERGER

1.1 The name of the parent corporation is The FREEDOM Group Inc. ("FREEDOM"), and it is incorporated under the laws of the State of Iowa. The name of the subsidiary corporation is ALLIED Group Information Systems, Inc. ("ALLIED"), and it is incorporated under the laws of the State of Iowa. FREEDOM owns one hundred percent (100%) of the outstanding shares of each class of stock of the subsidiary corporation ALLIED.

1.2 The manner and basis of converting the shares of the subsidiary into shares, obligations, or other securities of the parent or any other corporation or into cash or other property in whole or part is as follows:

At the effective time of the merger, in accordance with Section 1106 of the Iowa Business Corporation Act, ALLIED shall be merged with and into FREEDOM, and the separate corporate existence of ALLIED shall cease and FREEDOM as the surviving company shall continue its corporate existence under the laws of the State of Iowa under the name "The FREEDOM Group Inc." and shall thereupon and thereafter possess all the assets and other rights, authority, privileges, immunities, powers, licenses, permits, and franchises of a public or private nature of ALLIED and shall be subject to all the duties, liabilities, and obligations of ALLIED and all the rights, authority, privileges, persona and mixed, and all debts due to ALLIED on whatever account and all other choses in action and every other interest of or belonging to ALLIED shall vest in FREEDOM; and all property, rights, authority, privileges, immunities, powers, licenses, permits and franchises and every other interest shall be thereafter the property of FREEDOM as they were of ALLIED; and the title to any real estate or any interest therein, vested by deed or otherwise in ALLIED, shall not revert or be in any way impaired by reason of the merger, but all rights of creditors and all liens upon any property of ALLIED shall be preserved unimpaired; and all debts, duties, liabilities, and obligations of ALLIED shall henceforth attach to FREEDOM and may be enforced against it to the same extent as if said debts, duties, liabilities, and obligations had been incurred or contracted by it.

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ARTICLE II  
AUTHORITY

Pursuant to the provisions of Section 1104 of the Iowa Business Corporation Act, because FREEDOM owns at least ninety percent of the outstanding shares of each class of stock of ALLIED, the merger can be effected without the approval of the shareholders of FREEDOM or ALLIED.

ARTICLE III  
EFFECTIVE DATE OF MERGER

The effective date of the merger shall be February 26, 1999.

ALLIED Group Information Systems, Inc.

By: Larry Kane  
Larry Kane  
President

The FREEDOM Group Inc.

By: Larry Kane  
Larry Kane  
President

FILED  
IOWA  
SECRETARY OF STATE  
2-26-99  
9:33 AM  
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