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To the Honorable Commissioner of Patents and Trademarks, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ original documents or copy thereof.

1. Name of conveying party(ies): 8-13-01  
Go2Call.com, LLC

Individual(s)                       Association  
 Illinois - Limited Liability Company  
 Corporation                       Limited Partnership  
 Other

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

2. Name and address of receiving party(ies)  
Name: Go2Call.com, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 990 Grove Street, Suite 201  
City: Evanston State: IL Zip: 60201

Individual(s) citizenship \_\_\_\_\_  
 Corporation - Delaware 13 000  
 General Partnership  
 Limited Partnership  
 Limited Liability Company-State of Wisconsin  
 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:  
 Change of Name  
 Assignment  
 Merger Execution Date: December 23, 1999  
 Security Agreement  
 Other - Partnership dissolution

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

A. Trademark Application No.(s)  
75/015,295    75/875,631    75/875,632    75/875,805  
75/875,804    75/015,296    76/014,591

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Rodney D. DeKruif, Esq.  
Internal Address: Reinhart, Boerner, Van Deuren  
Norris & Rieselbach, s.c.  
1000 North Water Street, Suite 2100  
Milwaukee, WI 53202-3186

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: ..... 7

7. Total fee (37 CFR 3.41)..... \$190.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:  
18-0882  
(Attach duplicate copy of this page if paying by deposit account)

08/16/2001 LMUELLER 00000031 75015295  
01 FC:401                      40.00 OP  
02 FC:402                      150.00 OP

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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.*

Rodney D. DeKruif                      Rodney D. DeKruif                      August 8, 2001  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: [7]

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of December 23, 1999, is entered into by and between Go2Call.com, LLC, an Illinois limited liability company (the "LLC"), and Go2Call.com, Inc., a Delaware corporation (the "Corporation").

WHEREAS, the managers of the LLC (the "LLC Managers") have determined it to be in the best interests of the LLC and its members (the "LLC Members") to reorganize the LLC as a corporation (the "Reorganization"); and

WHEREAS, the LLC Managers and the requisite number of the LLC Members have deemed it advisable and in the best interests of the LLC and LLC Members to merge with and into the Corporation in order to effect the Reorganization; and

WHEREAS, the LLC Managers, LLC Members and the Board of Directors of the Corporation have approved and adopted this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### MERGER

1.1 The Merger. Subject to the terms and conditions set forth in this Agreement, the LLC shall be merged with and into the Corporation (the "Merger") pursuant to Sections 251 and 264 of the General Corporation Law of the State of Delaware and Section 180/37-20 of the Illinois Limited Liability Company Act.

1.2 Effective Time. The Merger shall become effective (the "Effective Time") upon (i) the filing the Certificate of Merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware and (ii) the filing of the Articles of Merger (the "Articles of Merger") with the Secretary of State of Illinois. The Certificate of Merger and Articles of Merger shall each be filed at such time as the Corporation and the LLC shall direct.

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1.3 Surviving Corporation. The Corporation will be the surviving corporation (the "Surviving Corporation") of the Merger, and at the Effective Time, the separate existence of the LLC shall cease.

## ARTICLE II

### THE SURVIVING CORPORATION

2.1 Name. The name of the Surviving Corporation shall continue to be Go2Call.com, Inc.

2.2 Certificate of Incorporation; Bylaws. The Certificate of Incorporation and Bylaws of the Corporation shall continue as the Certificate of Incorporation and Bylaws of the Surviving Corporation, unless and until amended in accordance with their terms and applicable law.

2.3 Directors and Officers. The directors of the Corporation immediately prior to the Effective Time shall be and become the directors and officers of the Surviving Corporation, each with the same position and titles as immediately prior to the Effective Time. Each director and officer shall serve in accordance with the Certificate of Incorporation and the Bylaws of the Surviving Corporation until his successor is duly appointed and qualified or until his earlier resignation or removal.

## ARTICLE III

### CONVERSION OF SECURITIES

3.1 Conversion of LLC Interests. At the Effective Time, by virtue of the Merger and without further action on the part of any LLC Member, the interests in the LLC (the "LLC Interests") held by each LLC Member shall be converted into either (i) such number of shares of fully paid and nonassessable common stock, par value \$.01 per share, of the Surviving Corporation (the "Common Stock") or (ii) such number of shares of fully paid and nonassessable Series A convertible preferred stock, par value \$.01 per share, of the Surviving Corporation (the "Preferred Stock"), as set forth opposite each LLC Member's name on Exhibit A attached hereto. Immediately

prior to the Effective Time, the Interests held by the LLC Members shall constitute 100% of the outstanding LLC Interests.

3.2 No Common Stock or Preferred Stock Outstanding. Immediately prior to the Effective Time, there are no shares of Common Stock or Preferred Stock outstanding.

3.3 Issuance of Stock Certificates. Promptly following the Effective Time, the Surviving Corporation shall issue to the LLC Members stock certificates that represent the number of shares of Common Stock or Preferred Stock into which their LLC Interests have been converted.

#### ARTICLE IV

##### TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

4.1 Transfer, Conveyance and Assumption. At the Effective Time, the Corporation shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all the rights, privileges and powers of the LLC, and all the assets and property of whatever kind and character of the LLC shall vest in the Surviving Corporation, without further act or deed. Thereafter, the Corporation, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the LLC, and any claim or judgment against the LLC may be enforced against the Corporation as the Surviving Corporation.

4.2 Further Assurances. If at any time the Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the LLC, or otherwise, to carry out the provisions hereof, the proper representatives of the LLC as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances, and do all things necessary and proper to vest, perfect or convey title to such property or right in the Surviving Corporation and otherwise carry out the provisions hereof.

## ARTICLE V

### TERMINATION AND AMENDMENT

5.1 Termination. At any time before the Effective Date, this Agreement may be terminated and the Merger abandoned by the LLC Managers or the Board of Directors of the Corporation, notwithstanding approval of this Agreement by the LLC Members, the LLC Managers and Board of Directors of the Corporation.

5.2 Amendment. At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the LLC Managers or the Board of Directors of Corporation, notwithstanding approval of this Agreement by the LLC Members; provided, however, that no such amendment, modification or supplement not approved by the LLC Members may materially adversely affect the benefits intended under this Agreement for the LLC Members.

## ARTICLE VI

### MISCELLANEOUS

6.1 Entire Agreement. This Agreement contains the parties' entire understanding and agreement with respect to its subject matter, and any and all conflicting or inconsistent discussions, agreements, promises, representations and statements, if any, between the parties or their representatives that are not incorporated into this Agreement shall be null and void and are merged into this Agreement.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles.

6.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one single agreement.

6.4 Headings. The various headings are inserted for purposes of reference only and shall not affect the meaning or interpretation of this Agreement or any provision thereof.

6.5 Severability. The provisions of this Agreement shall be severable, and any invalidity, unenforceability or illegality of any provision or provisions of this Agreement shall not affect any other provision or provisions of this Agreement, and such terms and provision of this Agreement shall be construed to be valid and enforceable to the fullest extent provided by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Go2Call.com, Inc.

By: Lawrence A. Spear  
Name: Lawrence A. Spear  
Title: Co-Founder & President

Go2Call.com, LLC

By: John A. Nix Jr.  
Name: John A. Nix Jr.  
Title: Manager

The undersigned, acting as the Secretary of Go2Call.com, Inc., does hereby certify that this Agreement has been adopted pursuant to Section 251(f) of the General Corporation Law of the State of Delaware and that no shares of stock of Go2Call.com, Inc. have been issued prior to the Board of Directors' resolution to approve this Agreement.

Dated: December 23<sup>rd</sup>, 1999

John A. Nix Jr.  
John A. Nix, Jr.  
Secretary  
Go2Call.com, Inc.