

10-10-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101868573

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Healthscope Benefits, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Illinois) Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 28, 2001

2. Name and address of receiving party(ies)

Name: Healthscope Benefits, Inc.

Internal Address:

Street Address: 27 Corporate Hill Drive

City: Little Rock State: AR Zip: 72205

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,147,252

Additional number(s) attached Yes No

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

Name: Kathryn Bennett Perkins

Internal Address:

Street Address: Rose Law Firm

120 East Fourth Street

City: Little Rock State: AR Zip: 72201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- 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.

Kathryn Bennett Perkins

Name of Person Signing

Signature

Date: 9/27/01

Total number of pages including cover sheet, attachments, and document: 15

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

10/09/2001 10:42:11 00000018 2147252

10/11/01

40.00



State of Illinois Office of The Secretary of State

Whereas,

ARTICLES OF MERGER OF
HEALTHSCOPE BENEFITS, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of
Illinois, by virtue of the powers vested in me by law, do hereby issue
this certificate and attach hereto a copy of the Application of the
aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 28TH
day of FEBRUARY A.D. 2001 and of
the Independence of the United States the two
hundred and 25TH



Jesse White

Secretary of State

#2

Form **BCA-11.25**

**ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE**

File # 5890-714-6

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961
http://www.sos.state.il.us

SUBMIT IN DUPLICATE

FILED PAID

MAR 02 2001

FEB 28 2001

Expedited Services

JESSE WHITE
SECRETARY OF STATE

This space for use by
Secretary of State

Date 2/28/01

Filing Fee \$ 100.00

Approved: 

DO NOT SEND CASH!

Remit payment in check or money order, payable to "Secretary of State." Filing Fee is \$100, but if merger or consolidation involves more than 2 corporations, \$50 for each additional corporation.

1. Names of the corporations proposing to ^{merge} ~~consolidate~~ ~~exchange~~, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>HealthScope Benefits, Inc. ("Parent")</u>	<u>Delaware</u>	<u>3307932</u>
<u>HealthScope Benefits, Inc. ("Sub")</u>	<u>Illinois</u>	<u>58907146</u>

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange.

3. (a) Name of the ^{surviving} ~~new~~ corporation: HealthScope Benefits, Inc.
acquiring

(b) it shall be governed by the laws of: Delaware

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of ^{merger} ~~consolidation~~ ~~exchange~~ is as follows:

See Attached Agreement and Plan of Merger dated February 28, 2001 between HealthScope Benefits, Inc., a Delaware corporation ("Parent") and HealthScope Benefits, Inc., an Illinois corporation ("Sub") as Appendix A.

TRADEMARK

5. Plan of ~~consolidation~~ ^{merger} was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.
 ...
 (§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30--90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
HealthScope Benefits, Inc. ("Sub")	1,000 Common Stock	1,000 Common Stock
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____ (Month & Day) _____ (Year)

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK.**)

Dated February 28, 2001
(Month & Day) (Year)

attested by Joe K. Edwards
(Signature of Secretary or Assistant Secretary)
Joe K. Edwards Ass't
James W. Couch, Secretary
(Type or Print Name and Title)

HealthScope Benefits, Inc. ("Parent")
(Exact Name of Corporation)

by Dan L. Parker, President
(Signature of President or Vice President)
Dan L. Parker, President
(Type or Print Name and Title)

Dated February 28, 2001
(Month & Day) (Year)

attested by Joe K. Edwards
(Signature of Secretary or Assistant Secretary)
Joe K. Edwards Ass't
James W. Couch, Secretary
(Type or Print Name and Title)

HealthScope Benefits, Inc. ("Sub")
(Exact Name of Corporation)

by Dan L. Parker, President
(Signature of President or Vice President)
Dan L. Parker, President
(Type or Print Name and Title)

Dated _____
(Month & Day) (Year)

attested by _____
(Signature of Secretary or Assistant Secretary)

(Type or Print Name and Title)

(Exact Name of Corporation)

by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

C-195.8

TRADEMARK

AGREEMENT AND PLAN OF MERGER

OF

**HEALTHSCOPE BENEFITS, INC.,
AN ILLINOIS CORPORATION**

INTO

**HEALTHSCOPE BENEFITS, INC.,
A DELAWARE CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER made this 28th day of February, 2001 (the "Agreement of Merger"), between HealthScope Benefits, Inc., an Illinois corporation (the "First Company"), and HealthScope Benefits, Inc., a Delaware corporation (the "Second Company").

WHEREAS, the First Company is a wholly-owned subsidiary of the Second Company; and

WHEREAS, the First Company has an authorized capital stock consisting of 1,000 shares of Common Stock, par value \$1.00 per share, of which 1,000 shares have been duly issued and are now outstanding, and

WHEREAS, the Second Company has an authorized capital stock consisting of 5,500,000 shares of Common Stock par value \$.01 per share, of which 825,000 shares have been duly issued and are now outstanding, and 2,750,000 shares of Series A Convertible Preferred Stock par value \$.01 per share, of which 2,750,000 shares have been duly issued and are now outstanding, and

WHEREAS, the Board of Directors of the First Company and the Second Company, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that the First Company merge with the Second Company under and pursuant to the provisions of the Business Corporation Act of 1983 of the State of Illinois and of the General Corporation Law of the State of Delaware.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. MERGER. The First Company shall be and it hereby is merged into the Second Company.

2. EFFECTIVE DATE. This Agreement of Merger shall become effective immediately upon compliance with the laws of the States of Illinois and Delaware, the time of such effectiveness being hereinafter called the Effective Date.

Appendix A

3. SURVIVING CORPORATION. The Second Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware, but the separate corporate existence of the First Company shall cease forthwith upon the Effective Date.

4. AUTHORIZED CAPITAL. The Authorized capital stock of the Second Company following the Effective Date shall be 5,500,000 shares of Common Stock, par value \$.01 per share, and 2,750,000 shares of Series A Convertible Preferred Stock, par value \$.01 per share, unless and until the same shall be changed in accordance with the laws of the State of Delaware.

5. CERTIFICATE OF INCORPORATION. The Certificate of Incorporation and any amendment thereto as set forth as Appendix A hereto shall be the Certificate of Incorporation of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder or director or officer of the Second Company or upon any other persons whomsoever are subject to the reserve power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of the Second Company separate and apart from this Agreement of Merger and may be separately certified as the Certificate of Incorporation of the Second Company.

6. BYLAWS. The Bylaws of the Second Company as they exist on the effective date shall be the Bylaws of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions hereof.

7. BOARD OF DIRECTORS AND OFFICERS. The members of the Board of Directors and the officers of the Second Company immediately after the effective time of the merger shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Second Company immediately prior to the effective time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. FURTHER ASSURANCE OF TITLE. If at any time the Second Company shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Second Company any right, title, or interest of the First Company held immediately prior to the Effective Date, the First Company and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Second Company as shall be necessary to carry out the purposes of this Agreement of Merger, and the Second Company and the proper officers and directors thereof are fully authorized to take any and all such action in the name of the First Company or otherwise.

9. RETIREMENT OF ORGANIZATION STOCK. Forthwith upon the Effective Date, each of the 1,000 shares of the Common Stock of the First Company presently issued and outstanding shall be retired, and no shares of Common Stock or other securities of the First Company shall be issued in respect thereof. Any certificate representing such shares shall be cancelled.

10. CONTINUATION OF OUTSTANDING SECURITIES. Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock and Preferred Stock of the Second Company and all rights in respect thereof shall continue unchanged and remain outstanding as a share of Common Stock and Preferred Stock, respectively, of the Second Company. Any warrant issued pursuant to the Business Loan and Preferred Stock Purchase Agreement dated February 28, 2001 shall continue unchanged upon the terms and subject to the conditions set forth in such Stock Purchase Agreement. The Second Company's Stock Option Plan dated February 28, 2001 and any stock options granted thereunder shall continue unchanged upon the terms and subject to the conditions set forth in such Stock Option Plan.

11. RIGHTS AND LIABILITIES OF SECOND COMPANY. At and after the effective time of the merger, the Second Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to the First Company on whatever account shall be vested in the Second Company; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Second Company as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in the First Company shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Second Company; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Second Company 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 Second Company shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

12. SERVICE OF PROCESS ON SECOND COMPANY. The Second Company agrees that it may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the First Company as well as for the enforcement of any obligation of the Second Company arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to Section 11.70 of the Illinois Business Corporation Act. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the Second Company to accept service of process in any such proceeding.

13. TERMINATION. This Agreement of Merger may be terminated and abandoned by action of either the Board of Directors of the First Company or the Second Company at any time prior to the Effective Date, whether before or after approval by the shareholders of the two corporate parties hereto.


14. PLAN OF REORGANIZATION. This Agreement of Merger constitutes Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

15. EXPENSES AND RIGHTS OF DISSENTING SHAREHOLDERS. The Second Company shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger, including amounts, if any, to which dissenting shareholders of the First Company may be entitled by reason of this merger under the provisions of the Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

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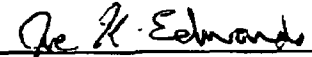
IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by an authorized officer, respectively.

HEALTHSCOPE BENEFITS, INC., an Illinois Corporation (the "First Company")


By: 
DAN L. PARKER, President *Executive V.P.*

[SEAL]

ATTEST:



~~JAMES W. COUCH, Secretary~~
Joe K. Edwards, Ass't Secretary

HEALTHSCOPE BENEFITS, INC., a Delaware Corporation (the "Second Company")

By: 
DAN L. PARKER, President

[SEAL]

ATTEST:


~~JAMES W. COUCH, Secretary~~
Joe K. Edwards, Ass't Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF Arkansas)
) ss.
 COUNTY OF Pulaski)

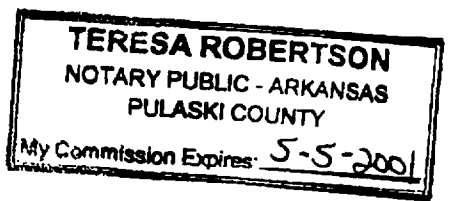
BE IT REMEMBERED that on this 28th day of February, 2001, personally appeared before me, the subscriber, a Notary Public in and for the County and State aforesaid, Dan L. Parker, President and ~~James W. Couch~~ ^{Jack Elkins} Secretary of HealthScope Benefits, Inc., a Delaware corporation, party to the foregoing Agreement of Merger and on whose behalf the foregoing was executed, known to me personally to be such and acknowledged such instrument to be their act and deed; and the act and deed of said HealthScope Benefits, Inc.; and the signature of the said persons are in their own proper handwriting; and that the seal affixed thereto is the common or corporate seal of the said HealthScope Benefits, Inc.

Given under my hand and seal of office, the day and year aforesaid.

Teresa Robertson

 Notary Public

My Commission Expires:



CORPORATE ACKNOWLEDGMENT

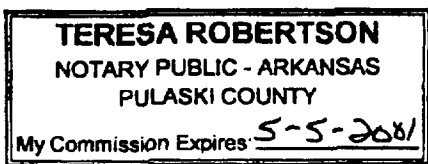
STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)

BE IT REMEMBERED that on this 28th day of February, 2001, personally appeared before me, the subscriber, a Notary Public in and for the County and State aforesaid, Dan L. Parker, ~~President~~ ^{Notary Public} and James W. Couch, ~~Secretary~~ ^{Notary Public} of HealthScope Benefits, Inc., an Illinois corporation, party to the foregoing Agreement of Merger and on whose behalf the foregoing was executed, known to me personally to be such and acknowledged such instrument to be their act and deed; and the act and deed of said HealthScope Benefits, Inc.; and the signature of the said persons are in their own proper handwriting; and that the seal affixed thereto is the common or corporate seal of the said HealthScope Benefits, Inc.

Given under my hand and seal of office, the day and year aforesaid.


Notary Public

My Commission Expires:



**CERTIFICATE OF THE SECRETARY
OF
HEALTHSCOPE BENEFITS, INC.,
AN ILLINOIS CORPORATION**

I, ^{J. K. Edwards} ~~James W. Couch~~, the ^{Ass.} Secretary of HealthScope Benefits, Inc, an Illinois corporation (the "Corporation") hereby certify that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the Corporation by the ~~President~~ ^{President} under the corporate seal of said corporation, was duly approved and adopted by the stockholders of the Corporation by unanimous written consent to action without a special meeting on February 28, 2001.

WITNESS my hand and seal of said HealthScope Benefits, Inc, an Illinois corporation, this 28th day of February 2001.

[SEAL]

J. K. Edwards
Asst Secretary

**CERTIFICATE OF THE SECRETARY
OF
HEALTHSCOPE BENEFITS, INC.,
AN ILLINOIS CORPORATION**

I, ^{Jack Edwards} ~~James W. Couch~~, the ^{Asst.} Secretary of HealthScope Benefits, Inc, an Illinois corporation (the "Corporation") hereby certify that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the Corporation by the ~~President~~ ^{President} under the corporate seal of said corporation, was duly approved and adopted by the stockholders of the Corporation by unanimous written consent to action without a special meeting on February 28, 2001.

WITNESS my hand and seal of said HealthScope Benefits, Inc, an Illinois corporation, this 28th day of February 2001.

[SEAL]

Jack Edwards
Asst Secretary



STATE OF ILLINOIS

Office of the Secretary of State

I hereby certify that this is a true and correct copy, consisting of twelve pages, as taken from the original on file in this office.

Jesse White

JESSE WHITE
SECRETARY OF STATE

DATED: April 13, 2001

BY: Barton Jeffrey