

03-18-2002

FORM PTO-1594



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

3-10-02

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TRADEMARKS ONLY

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

1. Name of conveying party(ies):

B. D. of Nevada, Limited Partnership

- Individual(s) Association
- General Partnership
- Limited Partnership-- State of Nevada
- Corporation
- Other _____

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

2. Name and address of receiving party(ies):

Name: Instinet Technologies Limited Partnership
Internal Address:
Street Address: Concord Road Corporate Center
296 Concord Road Billerica

City: Concord State: Massachusetts
ZIP: 02110

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

If assignee is not domiciled in the United States, a domestic representative is attached Yes No

3. Nature of conveyance:

- Assignment Certificate of Merger
Name Change
- Security Agreement Certificate of Amendment -
- Other

Execution Date: December 21, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): 2

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) 75/879,121 and 75/872,538

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: Bradford S. Breen

Internal Address: Orrick, Herrington & Sutcliffe LLP

Street Address: 666 Fifth Avenue

City: New York State: New York ZIP: 10103

6. Total number of applications and registrations involved: [2]

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

- Enclosed
- Authorized to be charged to deposit account for any deficiency in fees.

8. Deposit account number: 15-0665

- Authorized to be charged to deposit account.
(Attach duplicate copy of this page if paying by deposit account)

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02 FC:482 25.00 CH

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.

Bradford S. Breen, Esq.
Name of Person Signing

Signature

March 15, 2002
Date

Total number of pages including cover sheet, attachments, and document: [12]

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

EXECUTION COPY

CERTIFICATE OF MERGER

FILED

OF

BD OF NEVADA, LIMITED PARTNERSHIP
(a Nevada limited partnership)

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

INTO

INSTINET TECHNOLOGIES LIMITED PARTNERSHIP
(a Massachusetts limited partnership)

(Pursuant Sec. 16A of the Massachusetts Revised Uniform Limited Partnership Act)

Instinet Technologies Limited Partnership, a limited partnership organized and existing under the Massachusetts Revised Uniform Limited Partnership Act, does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each limited partnership involved in the merger is:

<u>Name</u>	<u>Jurisdiction of Formation</u>
Instinet Technologies Limited Partnership	Massachusetts
BD of Nevada, Limited Partnership	Nevada

SECOND: An agreement of merger has been approved and executed by each of Instinet Technologies Limited Partnership and BD of Nevada, Limited Partnership.

THIRD: The name of the surviving limited partnership is: Instinet Technologies Limited Partnership.

FOURTH: The effective date of the merger is: December 21, 2001.

FIFTH: The agreement of merger is on file at the place of business of Instinet Technologies Limited Partnership, the address of which is Concord Road Corporate Center, 296 Concord Road, Billerica, Massachusetts 01821.

SIXTH: A copy of the agreement of merger will be furnished by Instinet Technologies Limited Partnership, on request and without charge, to any partner of Instinet Technologies Limited Partnership.

01 DEC 28 AM 10:05
CORPORATIONS DIVISION
SECRETARY OF THE COMMONWEALTH

Technologies Limited Partnership or any person holding an interest in BD of Nevada, Limited Partnership.

SEVENTH: The name and address of each general partner of Instinet Technologies Limited Partnership is:

Name

Address

IT Holdings, Corp.

c/o The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned affirms and swears, under penalties of perjury, that to the undersigned's knowledge and belief, the foregoing statements are true as of this 27 day of December, 2001.

**INSTINET TECHNOLOGIES
LIMITED PARTNERSHIP**
by its Sole General Partner

IT HOLDINGS, CORP.

By: 

Name: Mark D. Nienstedt
Title: Director

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BETWEEN

INSTINET TECHNOLOGIES LIMITED PARTNERSHIP

AND

BD OF NEVADA, LIMITED PARTNERSHIP

DATED AS OF DECEMBER 21, 2001

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER dated as of December 21, 2001 (the "Agreement") between Instinet Technologies Limited Partnership ("ITLP"), a Massachusetts limited partnership with its principal place of business at Concord Road Corporate Center, 296 Concord Road, Billerica, Massachusetts 01821, and BD of Nevada, Limited Partnership ("BD Nevada"), a Nevada limited partnership with its principal place of business at 1325 Airmotive Way, Suite 130, Reno, Nevada 89502. Each of ITLP and BD Nevada is referred to in this Agreement singly as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, ITLP desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of BD Nevada by means of a merger of BD Nevada with and into ITLP;

WHEREAS, Section 16A of the Massachusetts Revised Limited Partnership Act (the "Limited Partnership Act") authorizes the merger of a foreign limited partnership with a Massachusetts limited partnership;

WHEREAS, Section 92A.190 of the Nevada Revised Statutes ("NRS"), authorizes the merger of a Nevada limited partnership into a limited partnership organized under the laws of a state that permits such a merger;

WHEREAS, BD Nevada and ITLP desire to merge (the "Merger"), effective as of the Effective Time (as defined herein), following which Merger ITLP shall be the surviving limited partnership;

WHEREAS, IT Holdings, Corp., a Delaware corporation ("IT Holdings"), in its capacity as the general partner of ITLP, has approved this Agreement and the consummation of the Merger in accordance with the relevant provisions of the ITLP partnership agreement;

WHEREAS, the general partners and the sole limited partner of BD Nevada have unanimously approved this Agreement and the consummation of the Merger as required by Section 92A.140 of the NRS;

WHEREAS, the interests to be received in the Merger by the equity holders in BD Nevada are being allocated *pro rata* to such equity holders' interest in BD Nevada; and

WHEREAS, the parties intend for the merger to qualify as a tax free reorganization for federal income tax purposes.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

THE MERGER

1.1 Effective Time of Merger. The Merger shall be effective upon the filing with the Secretary of State of the State of Nevada and the Secretary of State of the Commonwealth of Massachusetts of a duly executed and verified certificate of merger and articles of merger in the forms set forth in Exhibits A-1 and A-2 hereto pursuant to and in accordance with the Limited Partnership Act and the NRS, respectively (the time of such filing, or such later time as may be agreed in writing by the Parties and specified in each of the certificates of merger, being the "Effective Time").

1.2 Effects of Merger. At the Effective Time, BD Nevada shall be merged with and into ITLP, whereupon the separate existence of BD Nevada shall cease, and ITLP shall be the surviving limited partnership (the "Surviving Limited Partnership").

1.3 Conversion of Interests. At the Effective Time,

(a) all of IT Holding's limited partnership and general partnership interests in BD Nevada shall be converted into a 0.2 % general partnership interest in the Surviving Limited Partnership;

(b) all of Instinct's general partnership interests in BD Nevada shall be converted into a 99.8% limited partnership interest in the Surviving Limited Partnership.

(c) each of (a) and (b) of this Section 1.3 shall occur by virtue of the Merger and without any action on the part of IT Holdings or Instinct.

ARTICLE II

THE SURVIVING LIMITED PARTNERSHIP

2.1 Limited Partnership Agreement. The Certificate of Limited Partnership and the Limited Partnership Agreement of ITLP in effect at the Effective Time shall be the limited partnership agreement of the Surviving Limited Partnership unless and until amended in accordance with its terms and applicable law. The name of the Surviving Limited Partnership shall be Instinct Technologies Limited Partnership.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

3.1 Transfer, Conveyance and Assumption. At the Effective Time, ITLP shall continue in existence as the Surviving Limited Partnership, and without further transfer,

succeed to and possess all of the rights, privileges and powers of BD Nevada, and all of the assets and property of whatever kind and character of BD Nevada shall vest in ITLP without further act or deed; thereafter ITLP, as the Surviving Limited Partnership, shall be liable for all of the liabilities and obligations of the BD Nevada, and any claim or judgment against BD Nevada may be enforced against ITLP, as the Surviving Limited Partnership, in accordance with Section 16A of the Limited Partnership Act and Section 92A.250 of the NRS.

ARTICLE IV TERMINATION

4.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of (i) IT Holdings, in its capacity as general partner of ITLP, and (ii) the general and limited partners of BD Nevada.

ARTICLE V MISCELLANEOUS

5.1 Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall constitute an original instrument, but all counterparts shall constitute one and the same instrument.

5.2 Governing Law. The validity, construction and enforceability of this Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts without reference to conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written.

**BD OF NEVADA,
LIMITED PARTNERSHIP**


INSTINET CORPORATION,
as General Partner

By: 

Name: Kenneth Marshall
Title: Executive Vice President and
Chief Operating Officer

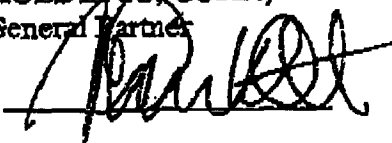
**INSTINET TECHNOLOGIES
LIMITED PARTNERSHIP**

IT HOLDINGS, CORP.
as Sole General Partner

By: 

Name: Mark D. Nienstedt
Title: Director

IT HOLDINGS, CORP.,
as General Partner

By: 

Name: Mark D. Nienstedt
Title: Director

EXECUTION COPY

ARTICLES OF MERGER

**OF
BD OF NEVADA, LIMITED PARTNERSHIP
(a Nevada limited partnership)**

INTO

**INSTINET TECHNOLOGIES LIMITED PARTNERSHIP
(a Massachusetts limited partnership)**

FIRST: The name of the surviving entity is Instinet Technologies Limited Partnership ("ITLP"), and the place of its organization is the jurisdiction of Massachusetts. The name and place of organization of the entity being merged into the surviving entity is: BD of Nevada, Limited partnership ("BD Nevada"), organized in the jurisdiction of Nevada.

SECOND: Section 16A of the Massachusetts Revised Limited Partnership Act authorizes the merger of a foreign limited partnership with a Massachusetts limited partnership.

THIRD: An agreement and plan of merger (the "Merger Agreement") was adopted by ITLP and BD Nevada.

FOURTH: The Merger Agreement was adopted by the general partner of ITLP, in accordance with the relevant provisions of ITLP's limited partnership agreement. The Merger Agreement was adopted by unanimous consent of the general and limited partners of BD Nevada.

FIFTH: The Merger Agreement, in its entirety, is set forth as Exhibit 1 hereto.

SIXTH: BD Nevada and ITLP have complied with the laws of their respective jurisdiction of organization concerning this merger.

SEVENTH: ITLP hereby designates the following address as the address to which the Nevada Secretary of State is to mail any process served on him or her against the entity: Concord Road Corporate Center, 296 Concord Road, Billerica, Massachusetts 01821.

EIGHTH: This merger shall be effective on the 21 day of December, 2001.

IN WITNESS WHEREOF, the undersigned hereby execute these Articles of Merger on this 19 day of December, 2001.

**BD OF NEVADA,
LIMITED PARTNERSHIP**

**INSTINET CORPORATION,
as General Partner**

By: 

Name: Kenneth Marshall
Title: Executive Vice President

and Chief Operating Officer

**INSTINET TECHNOLOGIES
LIMITED PARTNERSHIP**

**IT HOLDINGS, CORP.,
as Sole General Partner**

By: 

Name: Mark D. Nienstedt
Title: Director

**IT HOLDINGS, CORP.,
as General Partner**

By: 

Name: Mark D. Nienstedt
Title: Director

State of New York)
County of ~~New York~~ KINGS) ss.

On the 19 day of December, 2001, personally appeared before me, a Notary Public
KENNETH MARSHALL, MARK NIENSTEDT
(names of persons appearing and signing document.)
who acknowledged that they executed the above instrument.

Hyrije Radonicic
(Signature of Notary Public)

[NOTARY STAMP OR SEAL]

HYRIJE RADONCIC
Notary Public, State of New York
No. 01RA6013734
Qualified in Kings County
Commission Expires Sept. 28, 2002