

5/13/02



05-21-2002



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

RE: 1

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

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

1. Name of conveying party(ies):  
USAGENCIES, INC.

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

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

2. Name and address of receiving party(ies)  
Name: USAGENCIES, L.L.C.  
Internal Address: Suite 805  
Street Address: 8550 United Plaza Blvd.  
City: Baton Rouge State: LA Zip: 70809

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Louisiana  
 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:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 12/31/01

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 2354505, 2378677

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Scott N. Hensgens  
 Internal Address: Breazeale, Sachse & Wilson  
 P.O. Box 3197  
 Street Address: \_\_\_\_\_  
 City: Baton Rouge State: LA Zip: 70821

7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
 Scott N. Hensgens  
 Name of Person Signing \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date 5/7/02

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

05/21/2002 BY: 00000009 2354505 01 FC:481 02 FC:482 40.00 OP 25.00 OP

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

TRADEMARK REEL: 002509 FRAME: 0709

UNITED STATES OF AMERICA

State of



Louisiana

**Jox McKeithen**

**SECRETARY OF STATE**

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*

a copy of a Merger document whereby USAGENCIES, INC., organized under the laws of LOUISIANA, is merged into

**USAGENCIES, L.L.C.**

Organized under the laws of LOUISIANA,

Was filed and recorded in this Office on December 31, 2001, with an effective date of December 31, 2001 at 6:00 p.m. C.S.T.

ORIG 633 BNDL 1130

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA.

2002 JAN 11 AM 11:01:03  
FTL BK FOLIO

DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY  
BY

DEPUTY CLERK & RECORDER

*In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on.*

December 31, 2001

*Jox McKeithen*

ABA 35192344K 35192345  
*Secretary of State*



UNITED STATES OF AMERICA  
State of Louisiana

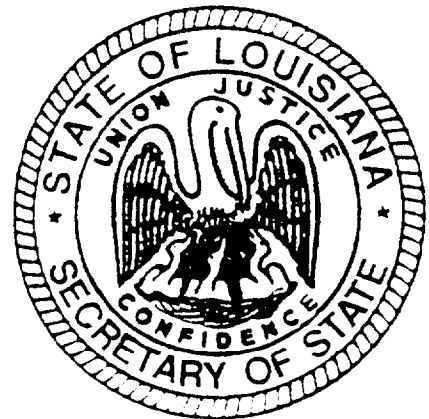
**Jox McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that the annexed transcript was prepared by and in this office from the record on file, of which purports to be a copy, and that it is full, true and correct.*

*In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,*

DEC 31 2001  
*Jox McKeithen*

*Secretary of State*



TRADEMARK

REEL: 002509 FRAME: 0711

# JOINT MERGER AGREEMENT

This Joint Merger Agreement, effective as of 6:00 p.m., C.S.T., December 31, 2001 (the “**Effective Date**”) is entered into pursuant to the provisions of Section 111, et seq., of the Louisiana Business Corporation Law and the provisions of Section 1301, et seq., of the Limited Liability Companies Law, by and between USAgencies, L.L.C., a Louisiana limited liability company, (hereinafter referred to as the “**Surviving Entity**”) and USAgencies, Inc., a Louisiana corporation, (hereinafter referred to as the “**Constituent Entity**”).

## WITNESSETH:

WHEREAS, the parties hereto desire that the Constituent Entity be merged with and into the Surviving Entity pursuant to this Joint Merger Agreement (the “**Agreement**”) providing for such merger (the “**Merger**”), on the date and at the time provided for herein (the “**Effective Date**”); and

WHEREAS, the parties hereto desire to set forth certain representations, warranties, and covenants made by each to the other as an inducement to the execution and delivery of this Agreement and certain additional agreements related to the Merger;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, and covenants herein contained the parties hereby agree as follows:

## ARTICLE I CONDITIONS PRECEDENT

1.01 This Agreement is effective only if approved by the shareholder(s) of the Constituent Entity and the member(s) of the Surviving Entity. If this Agreement is approved by the votes required by the Louisiana Business Corporation Law and the Limited Liability Companies Law, the fact of such approval shall be certified hereon by the secretary, assistant secretary, or other authorized representative of each entity, and this Agreement so approved and certified shall be signed and acknowledged by the president, vice-president, or other authorized representative of each entity.

1.02 This Agreement, when and if so approved, certified, signed, and acknowledged, shall be delivered to the Secretary of State of Louisiana for filing and recording, and a copy of the Certificate of Merger issued by the Secretary of State, certified by him shall be filed for record in the Office of the Recorder of Mortgages in each Parish in

this State in which either entity has its registered office and shall also be recorded in the Conveyance Records of each Parish in this State in which either entity has immovable property, title to which will be transferred as a result of the merger.

**ARTICLE II  
REPRESENTATIONS AND WARRANTIES  
OF THE CONSTITUENT ENTITY**

2.01 **Representations and Warranties of the Constituent Entity**. The Constituent Entity represents and warrants to the Surviving Entity as of the date hereof and on the Effective Date as follows:

- (a) **Good Standing**. The Constituent Entity is a corporation duly organized and validly existing and in good standing under the laws of the State of Louisiana, and it is duly authorized, qualified, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Constituent Entity in the conduct of its business, and the nature of the business as now transacted by it, do not require qualification as a foreign corporation in any jurisdiction which it is not so registered.
- (b) **Stockholders and Stock**. The authorized capital stock of the Constituent Entity consists solely of forty million (40,000,000) shares of no par value common stock, of which twelve million three hundred twenty five thousand three (12,325,003) such shares are issued and outstanding. Each share of said stock is duly and validly authorized and issued, fully paid, and nonassessable.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES  
OF THE SURVIVING ENTITY**

3.01 **Representations and Warranties of Surviving Entity**. The Surviving Entity represents and warrants to the Constituent Entity of the date hereof and on the Effective Date as follows:

- (a) **Good Standing**. The Surviving Entity is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Louisiana, and it is duly authorized, qualified, and licensed under all applicable laws, regulations, ordinances, and orders

of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Surviving Entity in the conduct of its business, and the nature of the business as now transacted by it, do not require qualification as a foreign corporation in any jurisdiction which it is not so registered.

- (b) **Members.** The authorized capital of the Surviving Entity consists solely of forty million (40,000,000) units of Interests, of which twelve million three hundred twenty five thousand three (12,325,003) such units of Interests are issued and outstanding. Each unit of the Surviving Entity is duly and validly authorized and issued, fully paid, and nonassessable, and was not issued in violation of the preemptive rights of any Member.

**ARTICLE IV  
CONDITIONS PRECEDENT TO THE  
OBLIGATIONS OF THE CONSTITUENT ENTITY**

4.01 **Conditions.** The obligations of the Constituent Entity hereunder are at its option, subject to the satisfaction, on or prior to the Effective Date of the following conditions:

- (a) **True Representations.** The representations and warranties of the Surviving Entity contained in the Agreement shall be true on and as of the Effective Date with the same effect as though such representations and warranties had been made on and as of such date; and any and all of the agreements of the Surviving Entity to be performed on or before the Effective Date pursuant to the terms hereof shall have been performed.
- (b) **Surviving Entity's Condition.** No material adverse change in the results of operations, financial condition, or business of the Surviving Entity shall have occurred, and the Surviving Entity shall not have suffered any material loss or damage to any of its properties or assets, whether or not covered by insurance, which change, loss, or damage materially affects or impairs the ability of the Surviving Entity to conduct its business.

- (c) **Continued Representations.** The representations and warranties of the Surviving Entity contained in this Agreement shall be accurate as of the Effective Date as though such representations and warranties had been made at and as of that time; all of the terms, covenants and conditions of this Agreement to be complied with and performed by the Surviving Entity on or before the Effective Date shall have been duly complied with and performed.
- (d) **Board Authority.** The Constituent Entity shall have received a copy of the resolutions authorizing the execution, delivery, and performance of this Agreement by the Surviving Entity certified by the President of the Surviving Entity to have been adopted by the Members of the Surviving Entity and to be in full force and effect as of the Effective Date.

**ARTICLE V  
CONDITIONS PRECEDENT TO THE  
OBLIGATIONS OF THE SURVIVING ENTITY**

5.01 **Conditions.** The obligations of the Surviving Entity hereunder are at its option, subject to the satisfaction, on or prior to the Effective Date of the following conditions:

- (a) **True Representations.** The representations and warranties of the Constituent Entity contained in the Agreement shall be true on and as of the Effective Date with the same effect as though such representations and warranties had been made on and as of such date; and any and all of the agreements of the Constituent Entity to be performed on or before the Effective Date pursuant to the terms hereof shall have been performed.
- (b) **Constituent Entity's Condition.** No material adverse change in the results of operations, financial condition, or business of the Constituent Entity shall have occurred, and the Constituent Entity shall not have suffered any material loss or damage to any of its properties or assets, whether or not covered by insurance, which change, loss, or damage materially affects or impairs the ability of the Constituent Entity to conduct its business.

- (c) **Continued Representations.** The representations and warranties of the Constituent Entity contained in this Agreement shall be accurate as of the Effective Date as though such representations and warranties had been made at and as of that time; all of the terms, covenants and conditions of this Agreement to be complied with and performed by the Constituent Entity on or before the Effective Date shall have been duly complied with and performed.
- (d) **Board Authority.** The Surviving Entity shall have received a copy of the resolutions authorizing the execution, delivery, and performance of this Agreement by the Constituent Entity certified by the President of the Constituent Entity to have been adopted by the Shareholders of the Constituent Entity and to be in full force and effect as of the Effective Date.

## ARTICLE VI EFFECT OF MERGER

6.01 Upon the consummation of the Merger, as hereinabove provided, the effect of the Merger shall be that established by Section 115 of the Louisiana Business Corporation Law and Section 1361 of the Limited Liability Companies Law, and without limitation thereof, shall include the following:

- (a) The Surviving Entity and the Constituent Entity shall be one entity, which shall be the Surviving Entity, and which shall survive the Merger for that purpose.
- (b) The separate existence of the Constituent Entity shall cease.
- (c) The Surviving Entity shall possess all the rights, privileges, and franchises previously possessed by it and those possessed by the Constituent Entity.
- (d) All of the property and assets of whatsoever kind or description of the Constituent Entity, and all debts due on whatever account to it, shall be taken and be deemed to be transferred to and vested in the Surviving Entity without further act or deed.
- (e) The Surviving Entity shall be responsible for all the liabilities and obligations of the Constituent Entity.



**ARTICLE VII  
MANNER OF CONVERSION OF SHARES**

7.01 The manner and basis of converting the shares of the Constituent Entity into units of the Surviving Entity shall be as follows:

- (a) Each share of common stock of the Constituent Entity issued and outstanding on the Effective Date shall be exchanged for one unit of Membership interest of the Surviving Entity.
- (b) Each share of common stock of the Constituent Entity issued and outstanding on the Effective Date shall forthwith be canceled and shall be no longer outstanding after the Effective Date.

**ARTICLE VIII  
ARTICLES OF ORGANIZATION AND  
OPERATING INSTRUMENT OF SURVIVING ENTITY**

8.01 The Articles of Organization and the Operating Instrument of the Surviving Entity are not altered or otherwise affected by virtue of the Merger.

**ARTICLE IX  
GENERAL**

9.01 **Additional Instruments.** The parties hereto shall deliver or cause to be delivered on the Effective Date, and at such other times and places as shall be reasonably agreed on, such additional instruments as any party may reasonably request for the purpose of carrying out this Agreement. The Surviving Entity and the Constituent Entity will cooperate and use their best efforts to have the present officers, directors, managers and employees of the Surviving Entity and the Constituent Entity cooperate on and after the Effective Date in furnishing information, evidence, proceedings, arrangements, or disputes of any nature with respect to matters pertaining to all periods prior to the Effective Date.

9.02 **Assignment.** This Agreement and the rights of the Constituent Entity hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto and the successors of and the heirs and legal representatives of the parties hereto.

9.03 **Entire Agreement.** This Agreement and the documents delivered pursuant hereto, constitute the entire agreement and understanding between the parties hereto and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

9.04 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto as long as at least one counterpart is executed by each party.

9.05 **Notices.** Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid:

- (a) To the Surviving Entity:  
8550 United Plaza Blvd., Suite 805  
Baton Rouge, LA 70809
  
- (b) To the Constituent Entity:  
8550 United Plaza Blvd., Suite 805  
Baton Rouge, LA 70809

9.06 **Survivorship.** All warranties, covenants, representations, and guarantees shall survive the closing and execution of the documents contemplated by this Agreement. The parties hereto, in executing and in carrying out the provisions of this Agreement, are relying solely on the representations, warranties, and agreements contained in this Agreement or in any writing delivered pursuant to provisions of this Agreement or at the closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise, or information, written or oral, made by any person other than as specifically set forth herein or therein.

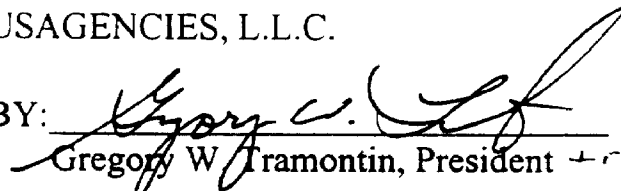
9.07 **Law.** This Agreement shall be construed in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the undersigned has signed this Agreement on this 27<sup>th</sup>  
day of December, 2001.

**SURVIVING ENTITY:**

USAGENCIES, L.L.C.

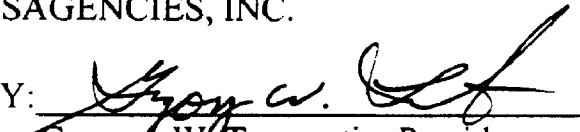
BY:

  
Gregory W. Tramontin, President + Manager.

IN WITNESS WHEREOF, the undersigned has signed this Agreement on this 27<sup>th</sup>  
day of December, 2001.

**CONSTITUENT ENTITY:**

USAGENCIES, INC.

BY:   
Gregory W. Tramontin, President