

07-15-2002

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



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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):

VIA Holding Inc.

MRD 7.08.02

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

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

2. Name and address of receiving party(ies)

Name: Evans Communications

Internal Address:

Street Address: 4918 Taylor Court

City: Turlock State: CA Zip: 95382

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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: June 3, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,071,687

Additional number(s) attached Yes No

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

Name: Karen Ackerman

Internal Address: Cooper, White & Cooper LLP

Street Address: 201 California Street

17th Floor

City: San Francisco State: CA Zip: 94111

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:

DO NOT USE THIS SPACE

9. Signature.

Karen Ackerman

Name of Person Signing

Signature

Date July 2, 2002

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OFFICE OF PATENT RECORDS 2002 JUL -8 AM 7:54 FINANCE SECTION

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

01 FC:481

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

TRADEMARK REEL: 002543 FRAME: 0123

ASSIGNMENT

WHEREAS, J. H. Evans, Inc., a California corporation, changed its name to UVMS V, Inc., on August 13, 2001, as reflected in the document attached hereto as Exhibit 1; and

WHEREAS, UVMS V, Inc., changed its name to VIA Holding Inc. on December 31, 2001, as reflected in the document attached hereto as Exhibit 2; and

WHEREAS, VIA Holding Inc., having a principal place of business at One West Elm Street, Suite 400, Conshohocken, Pennsylvania, 19428, is the owner of all right, title and interest in and to the trademark described below, together with the goodwill represented by said mark:

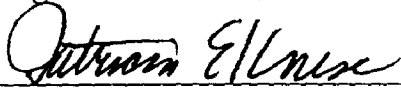
<i>Mark</i>	<i>Registration No.</i>	<i>Registration Date</i>
EVANSNET	2,071,687	June 17, 1997

WHEREAS, Evans Communications, a California corporation, having a principal place of business at 4918 Taylor Court, Turlock, California, 95382, is desirous of acquiring said mark, the registration therefor, and the goodwill represented thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, VIA Holding Inc., hereby assigns to Evans Communications all right, title, and interest in and to the trademark EVANSNET, Registration No. 2,071,687, together with the goodwill of the business symbolized by the mark, and all causes of action relating thereto.

VIA Holding Inc.

By:


Patricia E. Knese, Vice President

Dated:

June 3, 2002

Acknowledgement

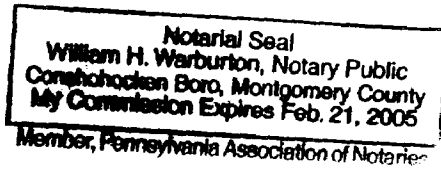
State of Pennsylvania)
) ss
County of Montgomery)

On June 3, 2002, before me, Patricia E. Knese personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

William H. Warburton
Signature of Notary

SEAL



State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 24 2002



Secretary of State

NCTO

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FILED

In the Office of the Secretary of State
of the State of California

AUG 13 2001 *YB*

Bill Jones
JONES, Secretary of State

**AGREEMENT AND PLAN OF MERGER
BY AND AMONG
J. H. EVANS, INC., a California corporation,
UVMS V, INC., a California corporation,
AND
UBIQUITEL INC., a Delaware corporation**

THIS AGREEMENT AND PLAN OF MERGER is entered into as of August 10, 2001 by and among J. H. Evans, Inc., a California corporation ("*Evans*"), UVMS V, Inc., a California corporation ("*UVMS V*"), and UbiquiTel Inc., a Delaware corporation ("*UbiquiTel Parent*") (the "*Agreement*") pursuant to which UVMS V shall, subject to the terms of this Agreement and the Amended and Restated Merger Agreement dated as of April 18, 2001, by and among, inter alia, UbiquiTel Parent, Evans, and UVMS V (the "*Amended and Restated Merger Agreement*"), merge with and into Evans (the "*Merger*") (each of Evans, UVMS V and UbiquiTel Parent a "*Party*", and collectively, the "*Parties*").

RECITALS

WHEREAS, Evans is a corporation duly organized and validly existing under the laws of the State of California; and

WHEREAS, UVMS V is a corporation duly organized and validly existing under the laws of the State of California; and

WHEREAS, UbiquiTel Parent is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, the General Corporation Law of the State of California (the "*CGCL*") permits the merger of two California corporations; and

WHEREAS, UbiquiTel Parent owns all of the authorized, issued and outstanding shares of capital stock of UVMS V; and

WHEREAS, the Board of Directors of UbiquiTel Parent (the "*UbiquiTel Parent Board*"), has approved the Merger; and

WHEREAS, the Board of Directors of UVMS V (the "*UVMS V Board*"), has approved the Merger and recommended that the shareholder of UVMS V ("*UVMS V Shareholder*") approve the Merger upon the terms and conditions hereinafter set forth; and

WHEREAS, UbiquiTel Parent, the sole shareholder of UVMS V, has approved the Merger upon the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of Evans (the "*Evans Board*"), has approved the Merger and recommended that the Shareholders of Evans ("*Evans Shareholders*") approve the Merger upon the terms and conditions hereinafter set forth; and

WHEREAS, the Evans Shareholders, by unanimous written consent, have approved the Merger upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, Evans, UVMS V and UbiquiTel Parent, all having received the requisite corporate approval, hereby agree as follows:

The following is the Agreement and Plan of Merger for merging UVMS V with and into Evans as approved in accordance with the CGCL by written consent of the Board of Directors and requisite number of holders of capital stock of each of UVMS V and Evans.

1. Filing of Agreement of Merger and Certificates of Approval; Effective Date. On the Effective Date of the Merger (hereinafter defined), the Parties agree to cause the Merger to be consummated, in accordance with Section 1103 of the CGCL, by Evans's filing with the Secretary of State of the State of California (the "*California Secretary of State*"): (a) an executed copy of this Agreement; (b) an original executed Certificate of Approval of Agreement and Plan of Merger for each of the Parties (the "*Certificates of Approval*"); and (c) an original executed Officers' Certificate of UbiquiTel Parent certifying no stockholder vote is required for the Merger. On the Effective Date, the Parties shall file such other documents with the California Secretary of State as may be required by the provisions of the CGCL and as are necessary to cause the Merger to become effective. The date on which the Merger shall become effective is the date when said Certificates of Approval and such other necessary documents are so filed with the California Secretary of State (the "*Effective Date*").

2. Separate Existence. The separate existence of UVMS V shall cease at the Effective Date.

3. Surviving Entity. Evans (sometimes referred to herein as the "*Surviving Corporation*") shall survive the Merger and will continue to carry on its business after the Effective Date as a California corporation.

4. Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be amended and restated, in the form attached hereto as Exhibit A, and shall continue in full force and effect without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

5. Bylaws. The bylaws of the Surviving Corporation immediately prior to the Merger shall continue to be the bylaws of the Surviving Corporation after the Effective Date of the Merger until such time as amended in accordance with the bylaws and the articles of incorporation.

6. Officers and Directors. The persons who are officers and directors of UVMS V immediately prior to the Effective Date shall, after the Effective Date, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws and with applicable law.

7. Assets and Liabilities. On the Effective Date, the Surviving Corporation shall succeed to and possess all the rights, privileges, powers and franchises of a public or private nature and be subject to all the restrictions, disabilities and duties of UVMS V; and all the rights, privileges, powers and franchises of UVMS V, and all property, real, personal and mixed, and all debts due to UVMS V on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and every and all other interest shall thereafter be effectively the property of the Surviving Corporation as the same was of UVMS V, and the title to any real estate vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and liens upon any property of UVMS V shall be preserved unimpaired, and all debts, liabilities and

c. UbiquiTel Parent shall issue share certificates, evidencing the Merger Shares, to the Evans Shareholders, and shall deliver the Net Assets to the Evans Distribution Trust, the depository agent for the shareholders of Evans; and

d. The Surviving Corporation shall issue a share certificate, evidencing the ownership of the Surviving Corporation, to UbiquiTel Parent.

10. No Fractional Shares. No fractional shares of UbiquiTel Parent common stock will be issued in the Merger.

11. Further Assurances. Each Party to this Agreement hereby covenants and agrees that it will use its respective best efforts to cause the conditions set forth herein to be satisfied on or before the Effective Date. Each Party to this Agreement shall, execute, acknowledge and deliver such agreements, documents, instruments and other writings, and otherwise do all such acts and things, as the other Parties may reasonably require in order to carry out and effectuate the purposes of this Agreement and the transactions contemplated hereby.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

{Signature page to follow}

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby executed upon behalf of each of the constituent corporations parties hereto.

**J. H. EVANS, INC.,
A CALIFORNIA CORPORATION**

By: *William H. Behrens*
William Behrens
Vice President

By: *Lottie L. Howells*
Lottie L. Howells
Assistant Secretary

**UVMS V, INC.,
A CALIFORNIA CORPORATION**

By: _____
Print Name: _____
Its: _____

By: _____
Name: _____
Title: _____

**UBIQUITEL INC.,
A DELAWARE CORPORATION**

By: _____
Print Name: _____
Its: _____

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby executed upon behalf of each of the constituent corporations parties hereto.


**J. H. EVANS, INC.,
A CALIFORNIA CORPORATION**

By: _____

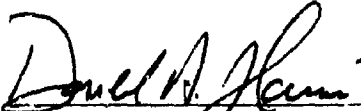
By: _____
Lottie L. Howells
Assistant Secretary


**UVMS V, INC.,
A CALIFORNIA CORPORATION**

By: 
Print Name: Donald A. Harris
Its: President

By: 
Name: Patricia E. Knese
Title: Secretary

**UBIQUITEL INC.,
A DELAWARE CORPORATION**

By: 
Print Name: Donald A. Harris
Its: President and Chief Executive Officer

By: 
Name: Patricia E. Knese
Title: Secretary

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EXHIBIT A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

J.H. EVANS, INC.

* * * * *

ARTICLE I. The name of the corporation (hereinafter referred to as the "corporation") is UVMS V, Inc.

ARTICLE II. The existence of the corporation is perpetual.

ARTICLE III. The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE IV. The total number of shares which the corporation is authorized to issue is One Hundred (100), all of which are Common Stock and of a par value of \$0.01.

The Board of Directors of the corporation may issue any or all of the aforesaid authorized shares of the corporation from time to time for such consideration as it shall determine and may determine from time to time the amount of such consideration, if any, to be credited to paid-in surplus.

ARTICLE V. In the interim between meetings of share holders held for the election of directors or for the removal of one or more directors and the election of the replacement or replacements thereof, any vacancy which results by reason of the removal of a director or directors by the shareholders entitled to vote in an election of directors, and which has not been filled by said shareholders, may be filled by a majority of the directors then in office, whether or not less than a quorum, or by the sole remaining director, as the case may be.

ARTICLE VI. The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

ARTICLE VII. The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.


**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER
OF
J. H. EVANS, INC.**

August 10, 2001

The undersigned do hereby certify as follows:

1. They are the Vice President and the Assistant Secretary, respectively, of J. H. Evans, Inc., a California corporation (the "*Corporation*").
2. The Agreement and Plan of Merger (the "*Agreement*"), dated as of August 10, 2001, by and among UVMS V, Inc., a California corporation, UbiquiTel Inc., a Delaware corporation, and the Corporation was duly approved by the Board of Directors of the Corporation.
3. The Corporation has two classes of shares; Class A Common Stock and Class B Common Stock. The total number of outstanding shares of Class A Common Stock is 70,592 and the total number of outstanding shares of Class B Common Stock is 1,764,800. The principal terms of the Agreement were approved by a unanimous vote of the Class A Common Stock and the Class B Common Stock. The percentage vote required is more than Fifty Percent (50%) of the Class A Common Stock and the Class B Common Stock, voting as a single class.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

By: 
Name: William Behrens
Title: Vice President

By: 
Name: Lottie Howells
Title: Assistant Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER
OF
UVMS V, INC.**

August 10, 2001

The undersigned do hereby certify as follows:

1. They are the President and the Secretary, respectively, of UVMS V, Inc., a California corporation (the "*Corporation*").
2. The Agreement and Plan of Merger (the "*Agreement*"), dated as of August 10, 2001, by and among J. H. Evans, Inc., a California corporation, UbiquiTel Inc., a Delaware corporation, and the Corporation was duly approved by the Board of Directors of the Corporation.
3. The Corporation has only one class of shares, and the total number of outstanding shares is One Hundred (100). The principal terms of the Agreement were approved by a unanimous vote of the shares. The percentage vote required is more than Fifty Percent (50%).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

By: 
Name: Donald A. Harris
Title: President

By: 
Name: Patricia E. Knese
Title: Secretary

**OFFICERS' CERTIFICATE
OF
UBIQUITEL INC.**

August 10, 2001

The undersigned do hereby certify as follows:

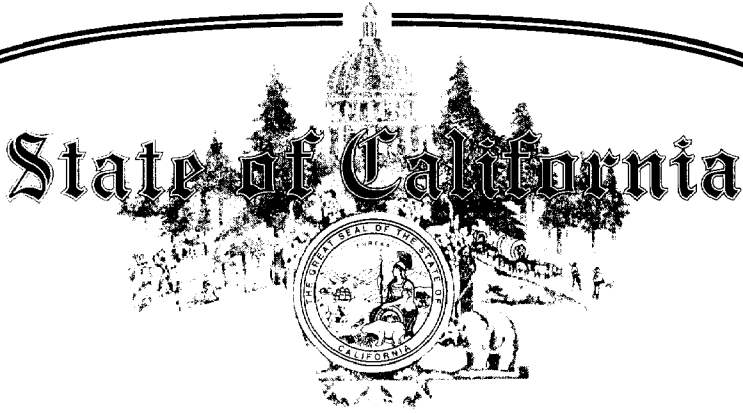
1. They are the President and the Secretary, respectively, of UbiquiTel Inc., a Delaware corporation (the "*Corporation*").
2. The Agreement and Plan of Merger (the "*Agreement*"), dated as of August 10, 2001, by and among UVMS V, Inc., a California corporation, J. H. Evans, Inc., a California corporation and the Corporation was duly approved by the Board of Directors of the Corporation.
3. No vote of the stockholders of the Corporation is required for approval of the Agreement.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

By: Donald A. Harris
Name: Donald A. Harris
Title: President

By: Patricia E. Knese
Name: Patricia E. Knese
Title: Secretary





Y OF STATE

I, *BILL* Secretary of State of the State of California, hereby certify.

That the attached transcript of 5 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 31 2002

Bill Jones
Secretary of State



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FILED
in the Office of the Secretary of State
of the State of California

DEC 31 2001 *SKB*

Bill Jones
BILL JONES, Secretary of State

AGREEMENT OF MERGER
OF
UVMS V, INC.
AND
UVMS I, INC.

This Agreement of Merger is entered into between UVMS V, Inc., a California corporation (herein "**Surviving Corporation**"), and UVMS I, Inc., a California corporation (herein "**Merging Corporation**").

1. **Merger.** The Merging Corporation shall be merged into the Surviving Corporation, and the Surviving Corporation shall assume all of the rights and obligations of the Merging Corporation ("Merger").
2. **Effective Date.** The Effective Date of the Merger shall be December 31, 2001 at 11:59 p.m. ("Effective Date").
3. **Stock of Merging Corporation.** The outstanding shares of the Merging Corporation shall be cancelled without consideration.
4. **Stock of Surviving Corporation.** The outstanding shares of the Surviving Corporation shall remain outstanding and are not affected by the Merger.
5. **Article of Incorporation.** The Second Amended and Restated Articles of Incorporation of the Surviving Corporation shall be amended in the form attached hereto as **Exhibit A**, and shall continue in full force and effect without further change or amendment.
6. **Bylaws.** The bylaws of the Surviving Corporation immediately prior to the Merger shall continue to be the bylaws of the Surviving Corporation after the Effective Date of the Merger.
7. **Officers and Directors.** The persons who are officers and directors of the Surviving Corporation immediately prior to the Effective Date shall, after the Effective Date, be the officers and directors of the Surviving Corporation.
8. **Further Assurances.** The Merging Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

TRADEMARK

REEL: 002543 FRAME: 0138

IN WITNESS WHEREOF, the parties have executed this Agreement.

UVMS V, Inc.

By: Donald A. Harris
Donald A. Harris, President

By: Patricia E. Knese
Patricia E. Knese, Secretary

UVMS I, Inc.

By: Donald A. Harris
Donald A. Harris, President

By: Patricia E. Knese
Patricia E. Knese, Secretary

TRADEMARK

REEL: 002543 FRAME: 0139

EXHIBIT A
CERTIFICATE OF AMENDMENT OF
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
UVMS V, INC.

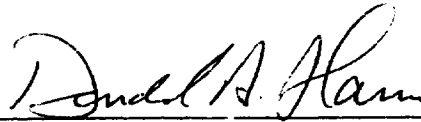
* * * * *

The undersigned certify that:

1. They are the President and the Secretary, respectively, of UVMS V, Inc., a California corporation.
2. The Second Amended and Restated Articles of Incorporation of this corporation are amended by deleting Article I in its entirety and replacing it with the following:

ARTICLE I: The name of the corporation (hereinafter referred to as the "corporation") is VIA Holding Inc.

DATE: December 28, 2001



Name: Donald A. Harris
Title: President



Name: Patricia E. Knese
Title: Secretary

TRADEMARK

REEL: 002543 FRAME: 0140

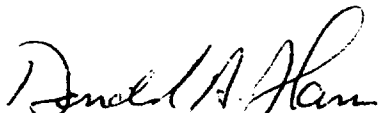
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Donald A. Harris and Patricia E. Knese certify that:

1. They are the president and the secretary, respectively, of UVMS V, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the sole shareholder of the corporation.
3. There is only one class of shares and the number of shares outstanding is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our knowledge.

Date: 12/28/01


Donald A. Harris, President


Patricia E. Knese, Secretary

TRADEMARK

REEL: 002543 FRAME: 0141

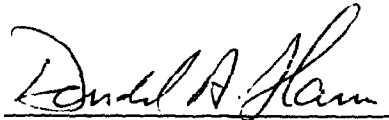
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Donald A. Harris and Patricia E. Knese certify that:

1. They are the president and the secretary, respectively, of UVMS I, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the sole shareholder of the corporation.
3. There is only one class of shares and the number of shares outstanding is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our knowledge.

Date: 12/28/01


Donald A. Harris, President


Patricia E. Knese, Secretary

