

09-18-2002

MRD 3-27-02



102209373

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type	Conveyance Type
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Assignment <input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Merger Effective Date Month Day Year 04 25 2000
<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Change of Name
	<input type="checkbox"/> Other _____

**Conveying Party**  Mark if additional names of conveying parties attached.

Name I-BUS, INC. Execution Date  
Month Day Year  
04 25 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization CALIFORNIA

**Receiving Party**  Mark if additional names of receiving parties attached.

Name I-BUS/PHOENIX, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 8888 Balboa

Address (line 2) \_\_\_\_\_

Address (line 3) San Diego CA 92123-1506  
City State Zip Code

Individual  General Partnership  Limited Partnership  Association  Corporation  Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

FOR OFFICE USE ONLY

Public burden reporting this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignment, Washington D.C. 20231

Expires 06/30/99  
OMB 0651-0027

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_  
Address (line 1) \_\_\_\_\_  
Address (line 2) \_\_\_\_\_  
Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number 312-577-7000

Name THOMAS F. LEBENS  
Address (line 1) FITCH, EVEN, TABIN & FLANNERY  
Address (line 2) 120 SOUTH LASALLE STREET, SUITE 1600  
Address (line 4) CHICAGO, IL 60603-3406

Pages Enter the total number of pages of the attached conveyance document including any attachments.

# 10

**Trademark Application Number(s) or Registration Number(s)** [ ] Mark if additional numbers attached.  
*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

**Trademark Application Number(s)**

**Registration Number(s)**

			1,669,699		

**Number of Properties**

Enter the total number of properties involved. # 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed [ ] Deposit Account [ X ]  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

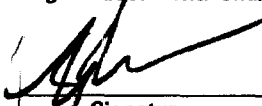
Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes [ X ] No [ ]

**Statement and Signature**

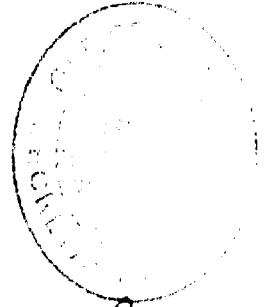
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

THOMAS F. LEBENS

  
\_\_\_\_\_  
Signature

27. MARCH - 2002  
Date Signed

# State of California



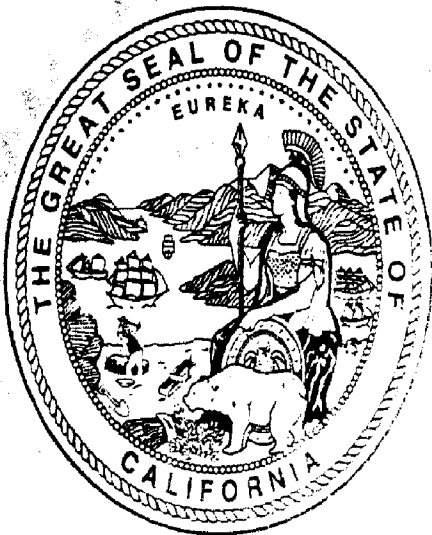
## SECRETARY OF STATE

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

That the attached transcript of 6 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

JUL 26 2000



*Bill Jones*

Secretary of State

TRADEMARK

REEL: 002550 FRAME: 0306

**AGREEMENT OF MERGER  
BY AND BETWEEN  
PHOENIX POWER SYSTEMS, INC.,  
A CALIFORNIA CORPORATION,  
AND  
I-BUS, INC.,  
A CALIFORNIA CORPORATION**

**FILED** *OPC*  
In the Office of the Secretary of State  
of the State of California

X JUN 0 1 2000

*Bill Jones*  
BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER (this "Merger Agreement") is entered into as of April 24, 2000 by and between Phoenix Power Systems, Inc., a California corporation ("Merging Corporation"), and I-Bus, Inc., a California corporation ("Surviving Corporation").

1. Merging Corporation is authorized to issue 1,000,000 shares of Common Stock, no par value (the "Merging Corporation Common Stock"), 913,500 of which are issued and outstanding.
2. Surviving Corporation is authorized to issue 10,000,000 shares of Common Stock, \$0.01 par value (the "Surviving Corporation Common Stock"), 7,904,597 of which are issued and outstanding.
3. Merging Corporation shall be merged with and into Surviving Corporation (the "Merger") in accordance with the California General Corporation Law and on the terms and conditions hereinafter set forth. At the Effective Time of the Merger (as hereinafter defined), the separate existence of Merging Corporation shall cease, Surviving Corporation shall be the surviving corporation and Surviving Corporation shall succeed, without other transfer, to all the rights and property of Merging Corporation and shall be subject to all the debts and liabilities thereof in the same manner as if Surviving Corporation had itself incurred them.
4. At the Effective Time of the Merger, each share of Merging Corporation Common Stock outstanding immediately prior to the Effective Time of the Merger (collectively, the "Shares") shall be converted into 1.0814723 shares of Surviving Corporation Common Stock.
5. The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the Merger.
6. The conversion of Shares as provided in this Agreement shall occur automatically upon the Effective Time of the Merger without action by the holder thereof. The holder of such Shares thereupon shall surrender its certificate or certificates to Surviving Corporation and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares into which its Shares theretofore represented by a certificate or certificates so surrendered shall have been converted as aforesaid.

7. The shareholder of Merging Corporation is acquiring Surviving Corporation Common Stock in this Merger for its own account and not with a view to or for sale in connection with any distribution of the security.

8. At the Effective Time of the Merger, the Articles of Incorporation of Surviving Corporation shall be amended in the following respect:

Article I of the Articles of Incorporation shall be amended to read in full as follows:

"The name of this corporation is I-Bus/Phoenix, Inc."

Article IV of the Articles of Incorporation shall be amended to read in full as follows:

"This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is Twenty Million (20,000,000) shares, par value \$0.01 per share."

9. Surviving Corporation's Articles of Incorporation, as amended, and Bylaws, as in effect at the Effective Time of the Merger, shall continue to be the Articles of Incorporation and Bylaws of Surviving Corporation after consummation of the Merger.

10. From time to time as and when required by Surviving Corporation or its successors or assigns, there shall be executed and delivered on behalf of Merging Corporation such deeds and other instruments, and there shall be taken or caused to be taken such further and other actions as shall be appropriate or necessary in order to vest or perfect in or to confirm in record or otherwise in Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Merging Corporation, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of Merging Corporation or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

11. Prior to the filing of this Merger Agreement with the Secretary of State of the State of California, this Merger Agreement may be amended or terminated by written agreement of the boards of directors of each of Merging Corporation and Surviving Corporation, or by their respective officers authorized by such boards of directors, notwithstanding approval of this Merger Agreement by the shareholder of Merging Corporation. In furtherance and not in limitation of the foregoing, this Merger Agreement may be terminated by resolution of the Board

of Directors of Merging Corporation if the conditions which have made this Merger advisable no longer exist.

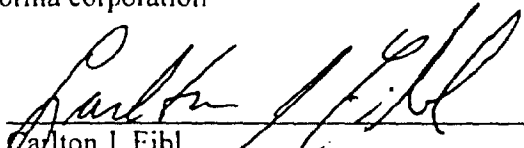
12. The effective date of the Merger is the date upon which a copy of this Agreement is duly accepted for filing by the Secretary of State of the State of California (the "Effective Time of the Merger").


13. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

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

MERGING CORPORATION:

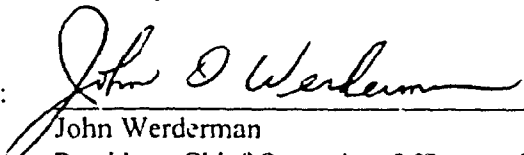
PHOENIX POWER SYSTEMS, INC.,  
a California corporation


By:   
Carlton J. Eibl  
President and Chief Executive Officer

By:   
Donald M. Roberts  
Vice President and Secretary

SURVIVING CORPORATION:

I-BUS, INC.,  
a California corporation

By:   
John Werderman  
President, Chief Operating Officer and  
Vice President -- Finance

By:   
Donald M. Roberts  
Vice President and Secretary

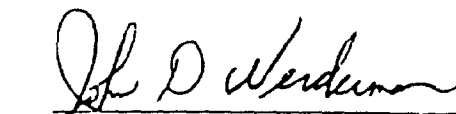
**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

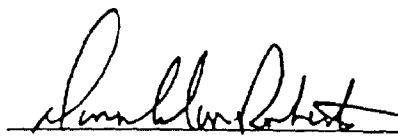
John Werderman and Donald M. Roberts certify that:

1. They are the President and Secretary, respectively, of I-Bus, Inc., a California corporation ("Surviving Corporation").
2. Surviving Corporation has only one class of shares, and the total number of outstanding shares entitled to vote on the Agreement of Merger in the form attached is 7,904,597 shares of Common Stock.
3. The Agreement of Merger in the form attached was duly approved by the board of directors of Surviving Corporation.
4. Approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of Common Stock was required. The percentage of the outstanding shares of Common Stock that voted to approve the Agreement of Merger equaled or exceeded the vote required.

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.

DATED: April 24, 2000

  
\_\_\_\_\_  
John Werderman, President

  
\_\_\_\_\_  
Donald M. Roberts, Secretary



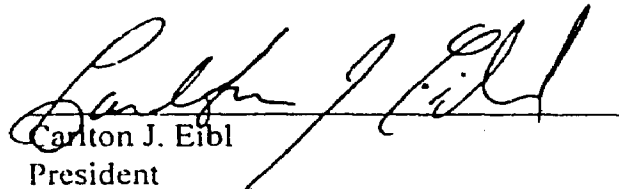
**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

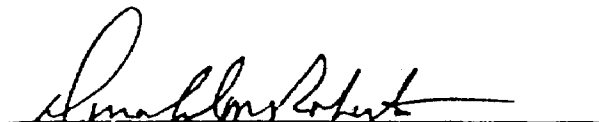
Carlton J. Eibl and Donald M. Roberts certify that:

1. They are the President and Secretary, respectively, of Phoenix Power Systems, Inc., a California corporation ("Merging Corporation").
2. Merging Corporation has only one class of shares, and the total number of outstanding shares entitled to vote on the Agreement of Merger in the form attached is 913,500 shares of Common Stock.
3. The Agreement of Merger in the form attached was duly approved by the board of directors of Merging Corporation.
4. Approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of Common Stock was required. The percentage of the outstanding shares of Common Stock that voted to approve the Agreement of Merger equaled or exceeded the vote required.

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.

DATED: April 28, 2000

  
Carlton J. Eibl  
President

  
Donald M. Roberts  
Secretary



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