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Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)



102209819

To the Honorable Commissioner of

Patent and Trademark Office

1. Name of conveying party(ies):

2. Name and address of receiving party(ies)

Pegasus Electronic Distribution, L.P.

8/26/02

Name: Pegasus Business Intelligence, L.P.

Internal Address: Campbell Centre I, Suite 1900

Street Address: 8350 N. Central Expressway

City: Dallas State: TX ZIP: 75206

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

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

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

Execution Date: December 22, 2000

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

B. Trademark Registration No.(s)  
2,213,891; 2,213,841; 1,779,296

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 3

Name: John M. Cone

7. Total fee (37 CFR 3.41) \$90.00

Internal Address: Akin Gump Strauss Hauer & Feld LLP

Enclosed

Authorized to be charged to deposit account

Street Address: P. O. Box 688

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

City: Dallas State: TX ZIP: 75313-0688

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.

John M Cone

8/26/02  
Date

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 5

09/03/2002 DBYRNE 00000207 2213891

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

Office of the Secretary of State

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"PEGASUS ELECTRONIC DISTRIBUTION, LP", A DELAWARE LIMITED PARTNERSHIP,

WITH AND INTO "PEGASUS BUSINESS INTELLIGENCE, LP" UNDER THE NAME OF "PEGASUS BUSINESS INTELLIGENCE, LP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2000, AT 11:31 O'CLOCK A.M.



*Harriet Smith Windsor*

Secretary of State

3130544 8100M

AUTHENTICATION: 0906426

010012760

DATE: 01-10-01

TRADEMARK  
REEL: 002574 FRAME: 0896

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made as of the 30 day of October, 2000, by and between Pegasus Electronic Distribution, LP, a Delaware limited partnership ("Pegasus ED") and Pegasus Business Intelligence, LP, a Delaware limited Partnership ("Pegasus BI").

**WITNESSETH:**

WHEREAS, Pegasus GP, LLC, a Delaware limited liability company (the "General Partner"), is the sole general partner of Pegasus ED and owns a 0.5% interest in and to Pegasus ED; and

WHEREAS, Pegasus No. 1, LLC, a Delaware limited liability company, (the "Limited Partner") is the sole limited partner of Pegasus ED and owns a 99.5% interest in and to Pegasus ED (the General Partner and the Limited Partner are hereinafter at times referred to as the "Partners"); and

WHEREAS, General Partner and the Limited Partner have deemed it advisable and in the best interest of Pegasus ED to enter into a merger of Pegasus ED with and into Pegasus BI (the "Merger") pursuant to which Pegasus BI will be the surviving entity (hereinafter at times referred to as the "Surviving Entity");

WHEREAS, the General Partner is the sole general partner of Pegasus BI and owns a 0.5% interest in and to Pegasus BI; and

WHEREAS, the Limited Partner is the sole limited partner of Pegasus BI and owns a 99.5% interest in and to Pegasus BI; and

WHEREAS, the General Partner and the Limited Partner of Pegasus BI have deemed it advisable and in the best interest of Pegasus BI to enter into the Merger; and

WHEREAS, the General Partner and Limited Partner of Pegasus ED and the General Partner and Limited Partner of Pegasus BI have authorized, approved and adopted this Plan, all in accordance with Section 17-211 of the Delaware Revised Uniform Limited Partnership Act (the "DRULP Act"), Section 2.08 of the Limited Partnership Agreement of Pegasus ED and Section 2.08 of the Limited Partnership Agreement of Pegasus BI.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. THE MERGER**

1.1 **Delivery and Filing of the Certificate of Merger.** Pegasus ED and Pegasus BI shall cause a certificate of merger (the "Certificate of Merger") with respect to the Merger to be signed, verified and delivered to the Secretary of State of the State of Delaware (with this Plan attached as a part thereof) on or before October 31, 2000.

1.2 **Effective Time of the Merger.** The effective time of the Merger shall be at 12:01 a.m., Delaware time, on November 1, 2000 (the "Effective Time"). At the Effective Time, Pegasus ED shall be merged with and into Pegasus BI in accordance with the terms and provisions of this Plan, the separate

existence of Pegasus ED shall cease and Pegasus BI shall be the Surviving Entity of the Merger. The Merger shall be effected in a single transaction.

**1.3 Certificate of Limited Partnership and Agreement of Limited Partnership of the Surviving Entity. At the Effective Time:**

(a) The Certificate of Limited Partnership of Pegasus BI then in effect shall become the Certificate of Limited Partnership of the Surviving Entity; and subsequent to the Effective Time of the Merger, such Certificate of Limited Partnership shall be the Certificate of Limited Partnership of the Surviving Entity until thereafter changed in accordance with applicable law.

(b) The Agreement of Limited Partnership then in effect shall become the Agreement of Limited Partnership of the Surviving Entity; and subsequent to the Effective Time of the Merger, such Agreement of Limited Partnership shall be the Agreement of Limited Partnership of the Surviving Entity until it shall thereafter be duly amended.

(c) The sole general partner of the Surviving Entity shall be the General Partner; the General Partner shall have an interest of 0.5% in the Surviving Entity. The sole limited partner of the Surviving Entity shall be the Limited Partner; the Limited Partner shall have an interest of 99.5% in the Surviving Entity.

**1.4 Effect of Merger.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DRULP Act. Except as hereinafter specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of the Partnership shall continue unaffected and unimpaired by the Merger, and the corporate franchises, existence and rights of Pegasus ED shall be merged with and into Pegasus ED, and Pegasus ED, as the Surviving Entity, shall be fully vested therewith. At the Effective Time, the separate existence of Pegasus ED shall cease and, in accordance with the terms of this Plan, the Surviving Entity shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, all taxes, including those due and owing and those accrued, and all other choses in action, and all and every other interest of or belonging to or due to Pegasus ED shall be taken and deemed to be transferred to, and vested in, the Surviving Entity without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of Pegasus ED; and the title to any real estate, or interest there, whether by deed or otherwise, in Pegasus ED shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of Pegasus ED and any claim existing, or action or proceeding pending, by or against Pegasus ED may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Pegasus ED shall be impaired by the Merger, and all debts, liabilities, obligations and duties of Pegasus ED shall attach to the Surviving Entity, and may be enforced against such Surviving Entity to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by such Surviving Entity.

**1.5 Execution Copy of Plan; Copies to the Partners.** The executed Plan shall be maintained on file at the principal place of business of the Surviving Entity. The address of the principal place of business of the Surviving Entity is 3811 Turtle Creek Blvd., Suite 1100, Dallas, Texas 75219. A copy of the Plan will be furnished by the Surviving Entity, on written request and without cost, to any partner of the Surviving Entity or any partner of Pegasus ED.

2. **CONVERSION OF OWNERSHIP INTEREST**

2.1 **Manner of Conversion.** The manner of converting the ownership interest of Pegasus ED outstanding immediately prior to the Effective Time of the Merger ("Pegasus ED Interest"), into interest in Pegasus BI as the Surviving Entity ("Pegasus BI Interest") shall be as follows: as of the Effective Time of the Merger, all Pegasus ED Interest, by virtue of the Merger and without any action on the part of the holder thereof, automatically shall be converted into the right to receive Pegasus BI Interest in the Surviving Entity. Following such conversion, the General Partner shall have an interest equal to 0.5% in the Surviving Entity and the Limited Partner shall have an interest equal to 99.5% in the Surviving Entity.

2.2 **Earnings Treatment.** All earnings and cash flow of Pegasus ED through the Effective Time of the Merger shall be for the benefit of the Surviving Entity and shall be conveyed to the Surviving Entity at the Effective Time.

3. **GENERAL PROVISIONS**

3.1 **Amendment.** This Plan may be modified or amended only by a written instrument executed by Pegasus ED and Pegasus BI acting through the General Partner and the Limited Partner.

3.2 **Counterparts.** This Plan may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**PEGASUS ELECTRONIC DISTRIBUTION, LP, a Delaware limited partnership**

**PEGASUS BUSINESS INTELLIGENCE, LP, a Delaware limited partnership**

By: Pegasus GP, LLC, a Delaware limited liability company, its sole general partner

By: Pegasus GP, LLC, a Delaware limited liability company, its sole general partner

By: *[Signature]*  
Ric L. Floyd  
Vice President & Secretary

By: *[Signature]*  
Ric L. Floyd  
Vice President & Secretary

Date: October 20, 2000

Date: October 20, 2000