

09-20-2002



REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

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

102227958

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

1. Name of conveying party(ies):

Network Technology Ventures, Inc.

9-13-02

- 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)

INSURANCENOODLE, INC.

Name: _____

Internal Address: 6th Floor

Street Address: 11 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: July 31, 2001

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,469,821

2,490,533

Additional number(s) attached Yes No

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

Name: Lee J. Eulgen

Internal Address: _____

Neal, Gerber & Eisenberg

Suite 2200

Street Address: Two North LaSalle Street

City: Chicago State: IL Zip: 60602

6. Total number of applications and registrations involved: _____

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502261

DO NOT USE THIS SPACE

9. Signature.

Lee J. Eulgen
Name of Person Signing

Lee J. Eulgen
Signature

September 10, 2001
Date

Total number of pages including cover sheet, attachments, and document: 8

09/20/2002 6TON11 00000021 502261 2469821

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

01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK
REEL: 002585 FRAME: 0812

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), dated as of July 31, 2001, between NETWORK TECHNOLOGY VENTURES, INC., a Delaware corporation ("**NTV**"), and INSURANCENOODLE, INC., a Delaware corporation ("**InsuranceNoodle**").

WITNESSETH:

WHEREAS the Boards of Directors of NTV and InsuranceNoodle have approved the merger (the "**Merger**") of NTV with and into InsuranceNoodle, with InsuranceNoodle as the surviving corporation in accordance with the General Corporation Law of the State of Delaware (the "**Delaware Law**"), in each case upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, NTV and InsuranceNoodle hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01 The Merger. At the Effective Time and upon the terms and subject to the satisfaction or waiver of the conditions of this Agreement and the Delaware Law, NTV shall be merged with and into InsuranceNoodle pursuant to Section 253 of the Delaware Law. Following the Merger, the separate corporate existence of NTV shall cease and InsuranceNoodle shall continue as the surviving corporation (the "**Surviving Corporation**") and shall succeed to and assume all the rights and obligations of NTV.

SECTION 1.02 Effective Time. As soon as practicable, the parties hereto will file a certificate of ownership and merger with the Secretary of State of the State of Delaware, and the parties hereto shall take all such other and further actions as may be required by law to make the Merger effective. The Merger shall become effective at such time as the certificate of ownership and merger is duly filed with the Secretary of State of the State of Delaware (the "**Effective Time**").

SECTION 1.03 Effects of the Merger. The Merger shall have the effects set forth in Section 259 of the Delaware General Corporate Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of NTV and InsuranceNoodle shall vest in the Surviving Corporation, and all debts, liabilities and duties of NTV and InsuranceNoodle shall become the debts, liabilities and duties of the Surviving Corporation.

SECTION 1.04 Certificate of Incorporation and By-Laws.

(a) The Certificate of Incorporation of the Surviving Corporation shall be as set forth on Schedule 1.04 to this Agreement.

(b) The By-Laws of InsuranceNoodle in effect at the Effective Time shall be the By-Laws of the Surviving Corporation until amended in accordance with applicable law.

SECTION 1.05 Directors. The directors of InsuranceNoodle at the Effective Time shall be Robert M. Rudy, Richard E. Madock, Pantelis A. Georgiadis, Donald Urbanciz, Geoff Kalish, Edward G. Harshfield, and Wilson C. Cooney, each to hold office from the Effective Time in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation and until his successor is duly elected and qualified.

SECTION 1.06 Officers. The officers of InsuranceNoodle at the Effective Time shall be the officers of the Surviving Corporation, each to hold office from the Effective Time in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation and until his or her successor is duly appointed and qualified.

SECTION 1.07 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of NTV, InsuranceNoodle or the holder of any of the following securities:

(a) Conversion of NTV Stock:

(i) Each share of common stock, par value \$0.001 per share, of NTV ("**NTV Common Stock**") issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof be cancelled and extinguished and be converted into the right to receive one share of common stock, par value \$.001 per share ("**InsuranceNoodle Common Stock**"), of InsuranceNoodle.

(ii) Each share of Series A Preferred stock, par value \$0.001 per share, of NTV ("**NTV Series A Preferred Stock**") issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof be cancelled and extinguished and be converted into the right to receive one share of Series A Preferred Stock, par value \$0.001 per share ("**InsuranceNoodle Series A Preferred Stock**"), of InsuranceNoodle.

(iii) Each share of Series A-1 Preferred stock, par value \$0.001 per share, of NTV ("**NTV Series A-1 Preferred Stock**"), issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof be cancelled and extinguished and be converted into the right to receive one share of Series A-1 Preferred Stock, par value \$0.001 per share ("**InsuranceNoodle Series A-1 Preferred Stock**"), of InsuranceNoodle.

The InsuranceNoodle Series A-1 Preferred Stock, together with the InsuranceNoodle Common Stock and the InsuranceNoodle Series A Preferred Stock, is hereinafter referred to as the "**Merger Consideration**".

(b) Each share of InsuranceNoodle Common Stock which is issued and outstanding immediately prior to the Effective Time and owned by NTV shall be cancelled and retired and no payment shall be made with respect thereto.

ARTICLE II

EXCHANGE OF CERTIFICATES REPRESENTING SHARES

SECTION 2.01 Exchange of Certificates Representing Shares.

(a) From and after the Effective Time, the Surviving Corporation shall act as exchange agent in effecting the exchange for the Merger Consideration of certificates (the "**Certificates**") that, immediately prior to the Effective Time, represented shares of NTV Common Stock, NTV Series A Preferred Stock, or NTV Series A-1 Preferred Stock (collectively, the "**Company Stock**") entitled to payment pursuant to Section 1.07(a). As soon as practicable after the Effective Time, the Surviving Corporation shall mail to each record holder, as of the Effective Time, an outstanding Certificate or Certificates which immediately prior to the Effective Time represented shares of Company Stock, a letter of transmittal and instructions for use in effecting the surrender of the Certificates for payment thereof. Upon the surrender of each such Certificate, together with such duly executed letter of transmittal, the Surviving Corporation shall promptly deliver to the holder of such Certificate the Merger Consideration for the Company Stock represented by such Certificate multiplied by the number of shares of Company Stock formerly represented by such Certificate, in exchange therefor, and such Certificate shall forthwith be cancelled. Until so surrendered and exchanged, each such Certificate shall represent solely the right to receive the Merger Consideration for the Company Stock represented by such Certificate. No interest shall be paid or accrue on any of the Merger Consideration. If any of the Merger Consideration (or any portion thereof) is to be delivered to any person other than the person in whose name the Certificate representing shares of Company Stock surrendered in exchange therefor is registered, it shall be a condition to such exchange that the Certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the person requesting such exchange shall pay to the Surviving Corporation any transfer or other taxes required by reason of the payment of the Merger Consideration to a person other than the registered holder of the Certificate surrendered, or shall establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable. From and after the Effective Time, the holders of Certificates shall cease to have any rights with respect to shares of Company Stock, except as otherwise provided herein or by law.

(b) None of NTV, InsuranceNoodle, the Surviving Corporation or any other person will be liable to any former holder of shares of Company Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

(c) In the event any Certificate shall have been lost, stolen or destroyed, upon the making and delivery of an affidavit (which shall include an indemnity) of that fact by the person claiming such Certificate to have been lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such person of a bond in such reasonable amount as InsuranceNoodle may direct as indemnity against any claim that would be made against NTV or InsuranceNoodle with respect to such Certificate, the Surviving Corporation will issue in

exchange for such lost, stolen or destroyed Certificate the aggregate Merger Consideration deliverable in respect thereof pursuant to this Agreement.

SECTION 2.02 No Further Ownership Rights in NTV Stock. After the Effective Time, there will be no transfers on the stock transfer books of NTV of Company Stock or exercises of any options, warrants, or other rights to acquire Company Stock. Prior to or upon Closing, NTV will cause rights to purchase or acquire Company Stock other than the Outstanding NTV Options and Outstanding NTV Warrants assumed pursuant to Section 2.03 below to either be exercised or canceled. Any dividends or other distribution declared after the Effective time with respect to the Merger Consideration will be paid to the holder of any certificate for shares of Company Stock when the holder thereof is entitled to receive a certificate for such holder's Merger Consideration in accordance with this Agreement.

SECTION 2.03 Assumption of Stock Options and Warrants.

(a) At the Effective Time, InsuranceNoodle shall assume each outstanding option to purchase NTV Common Stock (each an "**Outstanding NTV Option**") and each holder thereof (each an "**Option Holder**") shall thereby be entitled to acquire, by virtue of the Merger and without any action on the part of the Option Holder, on the same terms (including the dates and extent of exercisability) and subject to the same conditions, including vesting, as such Outstanding NTV Option, the same number of shares of InsuranceNoodle Common Stock as of Company Stock that is then exercisable in accordance with such Outstanding NTV Option's terms immediately prior to the Effective Time.

(b) At the Effective Time, InsuranceNoodle shall assume each outstanding warrant to purchase stock of NTV (each an "**Outstanding NTV Warrant**") and each holder thereof (each a "**Warrant Holder**") shall thereby be entitled to acquire, by virtue of the Merger and without any action on the part of the Warrant Holder, on the same terms (including the dates and extent of exercisability) and subject to the same conditions, including vesting, as such Outstanding NTV Warrant, the same number of shares of InsuranceNoodle Series A Preferred Stock or InsuranceNoodle Series A-1 Preferred Stock as of NTV Series A Preferred or Series A-1 Preferred that is then exercisable in accordance with such Outstanding NTV Warrant's terms immediately prior to the Effective Time.

ARTICLE III

MISCELLANEOUS

SECTION 3.01 Entire Agreement, Assignment. This Agreement and the documents and instruments referred to herein (i) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) shall not be assigned by operation of law or otherwise.

SECTION 3.02 Validity. If any provision of this Agreement, or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this

Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

SECTION 3.03 Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed by delivery by a standard overnight carrier or when delivered by hand or (c) the expiration of five business days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at their addresses specified in the books and records of NTV (or such other address for a party as shall be specified by like notice).

SECTION 3.04 Governing Law. The laws of the State of Delaware (irrespective of its choice of law principles) shall govern the Merger and all issues concerning this Agreement, including, without limitation, the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties.

SECTION 3.05 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

SECTION 3.06 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 3.07 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same agreement.

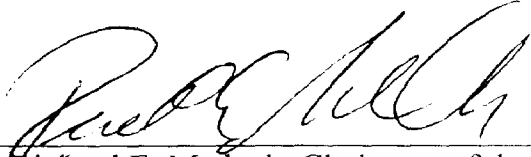
SECTION 3.08 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties.

SECTION 3.09 Extension; Waiver. At any time prior to the Effective Time, each party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document, certificate or writing delivered pursuant hereto or (iii) waive compliance by the other party with any of the agreements or conditions contained herein. Any agreement on the part of either party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.

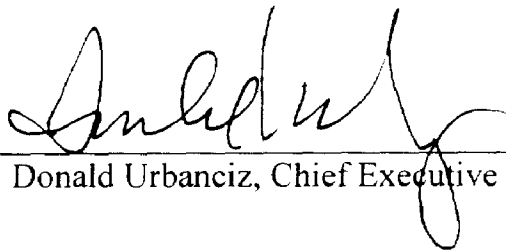
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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its representatives thereunto duly authorized, all as of the day and year first above written.

NETWORK TECHNOLOGY VENTURES, a
Delaware corporation:

By: 
Richard E. Madock, Chairman of the Board

INSURANCENOODLE, INC., a Delaware
corporation:

By: 
Donald Urbanciz, Chief Executive Officer

NGEDOCS:15229.0001:641397.2

Schedule 1.04

Amended and Restated Certificate of Incorporation of InsuranceNoodle, Inc.