

RESUBMITTED

FORM PTO-1594
1-31-92

12-20-2002



SHEET

U.S. DEPT. OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Commiss

102316065

attached original documents or copy thereof.

1. Name of conveying party(ies):

HealthIQ

8.8.02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: **September 25, 1998**

2. Name and address of receiving party(ies):

Name: **Excerpta Medica, Inc.**

Internal Address:

Street Address: **1105 N. Market St., Ste. 900**
City: **Wilmington** State: **DE** Zip: **19801**

- 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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,207,332

Additional numbers attached? Yes No

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

Name: **Renee Simonton**

Internal Address: **Reed Elsevier Intellectual Property Management Services, Inc.**

Street Address: **1105 N. Market Street**
Suite 912

City: **Wilmington** State: **DE** Zip: **19801**

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:

502073 (Elsevier Science)

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

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.

Tammy Subers

August 8, 2002

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

08/30/2002 6TOM11 00000069 502073 2207332

01 FC:481 40.00 CH

TRADEMARK
REEL: 002587 FRAME: 0442

FILED

SEP 25 1998

*New Jersey Department of State
Division of Commercial Recording
Certificate of Merger/Consolidation
(Profit Corporations)*

James A. DiEleuterio, Jr.
State Treasurer

1. Type of Filing (check one): X Merger Consolidation

2. Name of Surviving Business Entity: EXCERPTA MEDICA, INC.

3. Names and Jurisdictions of each Participating Business Entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Identification # Assigned by Secretary of State</u>
Excerpta Medica, Inc.	New Jersey	378967720
HealthIQ	California	1612887

4. Number of outstanding shares of all classes and series of stock of HealthIQ (subsidiary corporation), and the number of such outstanding shares owned by Excerpta Medica, Inc.:

<u>Class</u>	<u>Shares Outstanding</u>	<u>Outstanding Shares owned by Excerpta</u>
Common	<u>1,629,000</u>	<u>1,629,000</u>

5. The Board of Directors of Excerpta Medica, Inc. (the surviving and parent corporation) approved and adopted the Plan of Merger attached hereto as Exhibit A on June 26, 1998. Pursuant to Section 14A:10-5.1 of the New Jersey Business Corporation Act, no vote of the shareholders of Excerpta Medica, Inc. or of the shareholders of HealthIQ is required.

6. Pursuant to Section 1110 of the California General Corporation Law, approval of the Merger by the shareholders of either of the Participating Business Entities is not required.

7. Effective Date: (if other than filing date; not to exceed 90 days from filing date): Filing Date

EXCERPTA MEDICA, INC.


Signature: _____

Kevin R. Connolly
Name

President
Title

9-17-98
Date

EXHIBIT A**PLAN OF MERGER**

1. **Merger.** HealthIQ ("HealthIQ"), a California corporation, shall be merged (the "Merger") into Excerpta Medica, Inc., a New Jersey corporation ("EMI").
2. **Effective Date.** The Merger shall become effective immediately upon compliance with the laws of the states of California and New Jersey the time of such effectiveness being hereinafter called the "Effective Date".
3. **Surviving Corporation.** Excerpta Medica shall survive the merger herein contemplated (the "Surviving Corporation") and shall continue to be governed by the laws of the state of New Jersey, but the separate corporate existence of HealthIQ shall cease forthwith upon the Effective Date.
4. **Certificate of Incorporation.** The Certificate of Incorporation of EMI shall, from and after the Effective Date, be and continue to be the Certificate of Incorporation of the Surviving Corporation until further amended in accordance with the laws of the State of New Jersey.
5. **By-laws.** The By-Laws of EMI as in effect on the Effective Date shall, from and after the Effective Date, become and be the By-Laws of the Surviving Corporation until changed as therein provided.
6. **Board of Directors.** The Board of Directors of EMI in office on the Effective Date shall, from and after the Effective Date, be the Directors of the Surviving Corporation until their successors are elected in accordance with the By-Laws of the Surviving Corporation and shall have duly qualified.
7. **Officers.** The officers of EMI in office on the Effective Date shall, from and after the Effective date, be the officers of the Surviving Corporation, holding the respective offices which they held, immediately prior to the Effective Date, in EMI until their respective successors are elected or appointed in accordance with the By-Laws of the Surviving Corporation and shall have duly qualified.
8. **Authorized Capital.** The authorized capital stock of the Surviving Corporation following the Effective Date shall be 5,000 shares of Common Stock, par value \$1.00 per share, unless and until the same shall be changed in accordance with the laws of the State of New Jersey.
9. **Common Stock of HealthIQ.** All of the authorized shares of HealthIQ, whether issued or unissued, outstanding or reacquired, shall be canceled.

10. Shareholder Approvals of Merger. Approval of this Plan by the sole shareholder of EMI, and approval of this Plan by the sole shareholder of HealthIQ, are not required pursuant to the Business Corporation Act of the State of New Jersey or the General Corporation Law of the State of California.

11. Filings. Upon adoption of this Plan as required by the Business Corporation Act of the State of New Jersey and the General Corporation Law of the State of California, if the Merger is not thereafter abandoned, a Certificate of Merger/Consolidation shall be prepared, executed and submitted for filing and recording with the Office of the Secretary of State of the State of New Jersey, and a Certificate of Ownership shall be prepared, executed and submitted for filing and recording with the Office of the Secretary of State of the State of California .

12. Effect of Merger. When the merger becomes effective, the separate existence of HealthIQ shall cease, HealthIQ shall be merged into EMI, and EMI, as the Surviving Corporation, without further action, shall succeed to and shall possess and enjoy all rights, privileges, powers, immunities, purposes and franchises, both public and private, of HealthIQ. All real property and personal property, tangible and intangible, of every kind and description, belonging to HealthIQ shall be vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in HealthIQ shall not revert or be in any way impaired by reason of the merger. the Surviving Corporation shall be liable for all the obligations and liabilities of HealthIQ; and any claim existing or action or proceeding pending by or against HealthIQ may be enforced as if the merger had not taken place. Neither the rights of creditors nor any liens upon, or security interests in, the property of HealthIQ shall be impaired by the merger.

13. Further Actions. At any time, or from time to time, after the Effective Date, the last acting officers of HealthIQ, or the corresponding officers of the Surviving Corporation, may, in the name of HealthIQ, execute and deliver all such proper deeds, assignments, and other instruments, and take or cause to be taken all such further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all of the property, rights, privileges, immunities, powers, and franchises of HealthIQ, and otherwise to carry out the purposes of this Plan.

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