

09-26-2002



102233775

TRADEMARK RECORDS
SEP 23 AM 11:30
FINANCE SECTION

RE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID # 102154406

Correction of PTO Error
Reel # [] Frame # []

Corrective Document
Reel # [] Frame # []

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
07 31 2000

Change of Name

Other []

Conveying Party

Mark if additional names of conveying parties attached

Name GLOBAL EMERGENCY MEDICAL SERVICES, INC. Execution Date
Month Day Year
07 31 2000

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name GLOBALCARE, INC.

DBA/AKA/TA []

Composed of []

Address (line 1) 6875 Shiloh Road East

Address (line 2) []

Address (line 3) Alpharetta Georgia 30005-8372
City State/Country Zip Code

Individual General Partnership Limited Partnership 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 a separate document from Assignment.)

Corporation Association

Other Georgia

Citizenship/State of Incorporation/Organization []

FOR OFFICE USE ONLY

Public burden reporting for 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 Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 2588 FRAME: 0595

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)		
<input type="text" value="75540382"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2244954"/>	<input type="text" value="2472709"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2363152"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2346195"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

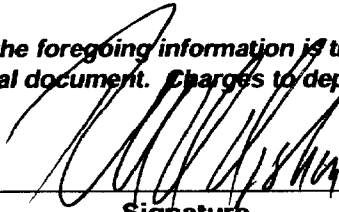
No

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.

Robert H. Hishon

Name of Person Signing



Signature

9/16/02

Date Signed

OFFICE OF PATENT RECORDS

2002 JUL 11 AM 9:12

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

FINANCE SECTION

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Submission Type

- New 07/10/02
- Resubmission (Non-Recordation)
Document ID #
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- Individual General Partnership Limited Partnership Corporation Association
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07/12/2002 TBIAZI 00000179 73540382

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 100.00 OP

Public burden reporting for 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.

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TRADEMARK
REEL: 2588 FRAME: 0597

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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<input type="text" value="2244954"/>	<input type="text" value="2472709"/>	<input type="text"/>
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Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

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No

Statement and Signature

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Robert H. Hishon

Name of Person Signing

Signature

7/5/02

Date Signed

**ATTACHMENT TO FORM PTO-1618A
DOCUMENT EVIDENCING THE EFFECT ON TITLE**

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

DOCKET NUMBER : 002140919
CONTROL NUMBER : 0020607
EFFECTIVE DATE : 07/31/2000
REFERENCE : 0070
PRINT DATE : 08/10/2000
FORM NUMBER : 411

ROBERT H. HISHON
1900 FIRST UNION PLAZA
999 PEACHTREE ST., N.E.
ATLANTA GA 30309

CERTIFICATE OF MERGER

I, Cathy Cox, the Secretary of State of the Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

Surviving Entity:

GLOBALCARE, INC., A GEORGIA CORPORATION

Nonsurviving Entity/Entities:

GLOBAL EMERGENCY MEDICAL SERVICES, INC., A DELAWARE CORPORATION




CATHY COX
SECRETARY OF STATE

**TRADEMARK
REEL: 2588 FRAME: 0599**

ARTICLES OF MERGER OF
GLOBAL EMERGENCY MEDICAL SERVICES, INC.
A Delaware Corporation

into

GLOBALCARE, INC.
A Georgia Corporation

The undersigned corporations, pursuant to section 14-2-213 of the Georgia Business Corporation Code hereby execute the following Articles of Merger.

ARTICLE ONE

The Agreement and Plan of Merger, attached as Exhibit A hereto and incorporated herein by reference, was approved by the sole shareholder of GlobalCare, Inc. in accordance with sections 14-2-212 and 14-2-211 of the Georgia Business Corporation Code and was approved by the shareholders of Global Emergency Medical Services, Inc. in the manner set forth in the General Corporation Law of the State of Delaware.

ARTICLE TWO

As to GlobalCare, Inc., the Agreement and Plan of Merger was approved by the Board of Directors and by the sole shareholder of the corporation.

ARTICLE THREE

As to Global Emergency Medical Services, Inc., the affirmative vote of a majority of the 157,050 shares of the corporation outstanding were required under Delaware law to adopt the Agreement and Plan of Merger. Of the 157,050 shares entitled to vote, 132,800 shares (84.46%) were voted in favor of and no shares were voted against the Agreement and Plan of Merger.

ARTICLE FOUR

All provisions of the laws of the State of Georgia and the State of Delaware applicable to the proposed merger have been complied with.

ARTICLE FIVE

The merger shall become effective as of the time of filing of the Articles of Merger with the Georgia Secretary of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its president and attested to by its secretary as of the 31st day of July, 2000.

Global Emergency Services, Inc.,
a Delaware corporation

By: David J. Cotcher
David J. Cotcher, President

Attest: Bruce C. Bujing
Title: Vice President & Corporate Secretary

[CORPORATE SEAL]

GlobalCare, Inc., a Georgia corporation

By: David J. Cotcher
David J. Cotcher, President

Attest: Bruce C. Bujing
Title: Vice President & Corporate Secretary

[CORPORATE SEAL]

SECRETARY OF STATE
AUG 7 10 02 AM '00
BSR (4)

[C:\windows\TEMP\ARTICLES OF MERGER.doc]

**EXHIBIT A
TO ARTICLES OF MERGER OF
GLOBAL EMERGENCY MEDICAL SERVICES, INC.**

**AGREEMENT OF MERGER AND
PLAN OF REORGANIZATION**

Agreement of Merger and Plan of Reorganization dated June 11, 2000, by and between **Global Emergency Medical Services, Inc.**, a Delaware corporation (hereinafter called "GEMS") and **GlobalCare, Inc.**, a Georgia corporation (hereinafter called "GlobalCare").

STATEMENT OF BACKGROUND

The Board of Directors of GEMS and the sole director and incorporator of GlobalCare have resolved that GEMS be merged pursuant to the General Corporation Law of the State of Delaware and the Georgia Business Corporation Code into a single corporation existing under the laws of the State of Georgia, to wit, GlobalCare, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of section 368(a)(1)(F) of the Internal Revenue Code.

The authorized capital stock of GEMS consists of 300,000 shares of Common Stock without par value (hereinafter called "GEMS Common Stock"), of which 156,550 shares are issued and outstanding and 80,000 shares of Preferred Stock with a par value of \$99.00 per share (hereinafter called "GEMS Preferred Stock"), of which 78,000 shares are issued and outstanding.

The authorized capital stock of GlobalCare consists of 300,000 shares of Common Stock without par value (hereinafter called "GlobalCare Common Stock"), of which no shares are issued and outstanding and 120,000 shares of Preferred Stock without par value (hereinafter called "GlobalCare Preferred Stock"), of which no shares are issued and outstanding.

The Board of Directors of GEMS and the sole director and incorporator of GlobalCare have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporation Law of the State of Delaware and the Georgia Business Corporation Code that GEMS shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Georgia, to wit, GlobalCare, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. STOCKHOLDERS' MEETINGS; FILINGS; EFFECTS OF MERGER

1.1. Action by Stockholders of GEMS. On or before the Effective Date as herein defined, the stockholders of GEMS shall approve and adopt this Agreement in accordance with the General Corporation Law of the State of Delaware.

1.2. Action by Sole Incorporator of GlobalCare. On or before the Effective Date as herein defined, the sole incorporator of GlobalCare shall approve and adopt this Agreement in accordance with the Georgia Business Corporation Code.

1.3. Filing of Certificate of Merger and Articles of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of GEMS in accordance with the General Corporation Law of the State of Delaware, (b) this Agreement is adopted by the sole incorporator of GlobalCare in accordance with the Georgia Business Corporation Code, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the General Corporation Law of the State of Delaware and Articles of Merger shall be filed and recorded in accordance with the Georgia Business Corporation Code. The Merger shall become effective on the date of such filing in Georgia, which date is herein referred to as the "Effective Date."

1.4. Certain Effects of Merger. On the Effective Date, the separate existence of GEMS shall cease, and GEMS shall be merged into GlobalCare which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of GEMS; and all and singular, the rights, privileges, powers, and franchises of GEMS, and all property, real, personal, and mixed, and all debts due to GEMS on whatever account, and all other things in action or belonging to GEMS, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of GEMS, and the title to any real estate vested by deed or otherwise, under the laws of Delaware or Georgia or any other jurisdiction, in GEMS, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of GEMS shall be preserved unimpaired, and all debts, liabilities, and duties of GEMS shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of GEMS or the corresponding officers of the Surviving Corporation, may, in the name of GEMS, 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 GEMS' property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. NAME OF SURVIVING CORPORATION; ARTICLES OF INCORPORATION; BY-LAWS

2.1. Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be GlobalCare, Inc., a Georgia corporation.

2.2. Articles of Incorporation.

(a) The Articles of Incorporation of GlobalCare as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

(b) The Articles of Incorporation of the Surviving Corporation is substantially the same, after application of the Georgia Business Corporation Code, as the Certificate of Incorporation of GEMS.

2.3. By-Laws. The By-Laws of GlobalCare, in the form attached hereto as Exhibit A, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. STATUS AND CONVERSION OF SECURITIES

The manner and basis of converting the shares of the capital stock of GEMS and the nature and amount of securities of GlobalCare which the holders of shares of GEMS Common Stock are to receive in exchange for such shares are as follows:

3.1. GEMS Common Stock. Each one share of GEMS Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of GlobalCare Common Stock, and outstanding certificates representing shares of GEMS Common Stock shall thereafter represent shares of GlobalCare Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2. GEMS Preferred Stock. Each one share of GEMS Preferred Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of GlobalCare Preferred Stock, and outstanding certificates representing shares of GEMS Preferred Stock shall thereafter represent shares of GlobalCare Preferred Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation. The preferences, limitations, and relative rights of the GlobalCare Preferred Shares shall be as follows:

- (1) The Preferred Shares shall have a stated value of \$99.00 per share. Preferred Shares will be preferred over the Common Shares in respect to dividends payable by the Corporation and upon the liquidation of the Corporation to extent of the stated value thereof. The Preferred Shares will be non-voting. The Preferred Shares will bear a cumulative annual dividend of 9% per annum, of the stated value of \$99.00 which will be payable at the discretion of the Board of Directors of the Corporation. In the event that an annual dividend is not paid, it will be accrued as a liability to the holders of the Preferred Shares. All accrued and current dividends payable in respect to the Preferred Shares shall be paid prior to any dividend or other cash distribution with respect to the Common Shares.
- (2) The Preferred Shares shall be convertible to one Common Share for one Preferred Share. This right of conversion has no time limits; provided, however, the right of conversion is exercisable only if the holder of the Preferred Shares converts all but not less than all of his or her Preferred Shares. Upon conversion, the accrued dividends, if any, will continue to be a liability of the Corporation to the Shareholder. Such amount shall either be paid in full at the time of conversion, or the Corporation will execute and deliver an unsecured promissory note to the Shareholder that will provide for three annual payments of the accrued dividends payable with respect to the converted Preferred Shares together with interest at the rate of 9% per annum. Such payment shall be made on December 1 of each year following the date of conversion of the Preferred Shares.
- (3) The Preferred Shares shall be subject to a right of mandatory redemption by the Corporation beginning January 1, 1996. Any call of the Preferred Shares shall be at the direction of the Board of Directors of the Corporation. If the redemption of any Preferred Shares occurs prior to December 31, 1999, the redemption price shall be 110% of the stated value thereof (i.e. \$108.90 per Preferred Share). Redemptions of Preferred Shares after December 31, 1999, shall be at 100% of the stated value. The Board of Directors may call for redemption of all or any part of the Preferred Shares at any time. Any call for redemption shall be applicable to holders of the Preferred Shares equally. The redemption price of any Preferred Shares called for redemption shall be paid in cash.
- (4) If the Corporation calls any of the Preferred Shares, the holder of Preferred Shares, instead of submitting the called Preferred Shares for redemption, may convert his or her Preferred Shares to Common Shares; provided, however, the conversion must be with respect to not less than all of the Preferred Shares owned by the Shareholder requesting conversion.

4. OTHER PROVISIONS

4.1. **Registered Office.** The location of the registered office and agent for service of process for the Surviving Corporation shall remain unchanged until altered as provided by law.

4.2. Officers and directors. Without further action the officers and directors of GEMS as of the Effective Date shall become from and after the Effective Date the officers and directors of the Surviving Corporation.

5. MISCELLANEOUS

5.1. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of GEMS, if the Board of Directors of GEMS or the sole incorporator of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

5.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Global Emergency Medical Services, Inc., a Delaware corporation and GlobalCare, Inc., a Georgia corporation, all on the date first above written.

**Global Emergency Medical Services, Inc., a
Delaware corporation**

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

[CORPORATE SEAL]

GlobalCare, Inc., a Georgia corporation

By: _____

Attest: _____

Name: _____

Title: _____

[CORPORATE SEAL]

ATTACHMENT TO FORM PTO-1618A
IDENTIFICATION OF TRADEMARK

Trademark

Serial No./Reg. No.

GLOBAL CARE	2244954
MEDTRIP	2363152
TOP-FLIGHT MEDICAL CARE ANYTIME ANYWHERE	2346195
MEDPASS	2472709
GLOBAL CARD	75540382

SEPTEMBER 10, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

ROBERT H. HISHON, ESQ.
400 COLONY SQUARE, SUITE 1000
1201 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30361



102154406A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102154406

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS