

11-06-2002

F

HEET



102273441

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): **Summit Information Systems Corporation**
State of Oregon_Corporation

10-30-02

2. Name and address of receiving party(ies):
Name: **Fiserv Atlanta, Inc.**
Address: 1475 Peachtree Street, N.E.
City: Atlanta State: GA Zip: 30309
Type of Company: Corporation
Corporation-State: Georgia

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance: **Merger**

Execution Date: **December 29, 1995**

4. A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached

Additional numbers attached? Yes No

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

Dyann L. Kostello
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4108

11/05/2002 6TDM11 00000156 1385823

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41):.....\$ **140.00**
 Enclosed
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

OFFICE OF RECORDS
NOV 5 2002
FINANCE SECTION
M 8:25

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.

Dyann L. Kostello
Name of Person Signing

Signature

October 30, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

OMB No. 0651-0011 (exp. 4/94) TFORM/TM ASSIGN Attorney File 34083/9079

United States Postal Service Express Mail Mailing Label No. EV139484537US

cc: Docketing

TRADEMARK
REEL: 002611 FRAME: 0381

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>
SPECTRUM	1,385,823	3/11/86
SPECTRUM	1,729,066	11/3/92
SPECTRUM	1,735,192	11/24/92
SPECTRUM	1,735,391	11/24/92
SPECTRUM	1,731,905	11/10/92

Submit the original
and one true copy
\$10.00
Survivor's Registry #:

Corporation Division - Business Registry
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 378-4381

FILED

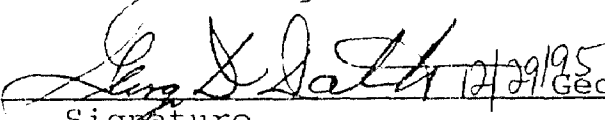
FEB 22 1996

ARTICLES OF MERGER
For Parent and 90% Owned Subsidiary
Without Shareholder Approval

SECRETARY OF STATE

PLEASE TYPE OR PRINT LEGIBLY IN BLACK

1. Name of parent corporation: Fiserv Atlanta, Inc.
Oregon registry #: N/A
2. Name of subsidiary corporation: Summit Information Systems Corporation
Oregon registry #: 148377-10
3. Name of surviving corporation: Fiserv Atlanta, Inc.
4. A copy of the plan and agreement of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached as Exhibit A.
5. Check the appropriate box:
 A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before _____, 19____.
 The mailing of a copy of the plan or summary was waived by all outstanding shares.

Execution:  George D. Dalton Chairman
Signature Printed Name Title

Person to contact about this filing: Elaine M. Sutton (414) 271-6560
Name Daytime phone number

MAKE CHECKS PAYABLE TO THE CORPORATION DIVISION OR INCLUDE YOUR VISA OR MASTERCARD NUMBER AND EXPIRATION DATE _____/_____. SUBMIT THE COMPLETED FORM AND FEE TO THE ABOVE ADDRESS OR FAX TO (503) 378-4381.

116 (11/93)

TRADEMARK
REEL: 002611 FRAME: 0383

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is made and entered into the 9th day of December, 1995, by and between FISERV ATLANTA, INC., a Georgia corporation ("Atlanta"), and SUMMIT INFORMATION SYSTEMS CORPORATION, an Oregon corporation ("Summit").

RECITALS

WHEREAS, Atlanta is a corporation duly organized and existing under the laws of the State of Georgia with authorized capital stock of 10,000 shares of common stock, \$0.01 par value per share and 100 shares of common stock issued and outstanding; and

WHEREAS, Summit is a corporation duly organized and existing under the laws of the State of Oregon, with authorized capital stock of 15,000,000 shares of common stock, \$0.01 par value per share and 10 shares of common stock issued and outstanding and 9,400,000 shares of preferred stock, \$0.01 par value per share and no shares of preferred stock outstanding; and

WHEREAS, the Board of Directors of Atlanta has determined that it is advisable and generally to the advantage and welfare of Atlanta and its shareholders that Summit be merged with and into Atlanta on the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of Atlanta, by resolution duly adopted, has approved and adopted this Agreement; and

WHEREAS, Atlanta is the parent corporation owning all of the outstanding shares of each class of Summit and may merge Summit into itself without approval of the shareholders of the parent or subsidiary;

NOW, THEREFORE, Atlanta and Summit, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of the State of Georgia and the State of Oregon hereby agree as follows:

AGREEMENT

1. Merger. At the Effective Date (as hereinafter defined), Summit will be merged with and into Atlanta (hereinafter sometimes "Surviving Corporation") in accordance with the Georgia Business Corporation Code and the Oregon Business Corporation Act (the "Merger"). All of the following shall occur upon the Effective Date: the separate existence of Summit ceases and the existence of Atlanta as Surviving Corporation continues unaffected and unimpaired by the Merger; the title to all property owned by Summit and Atlanta (the "Constituent Corporations") is vested in Surviving Corporation without reversion or impairment; Surviving Corporation has all liabilities of each Constituent Corporation; a civil, criminal, administrative or investigatory proceeding pending against either Constituent Corporation may be continued as if the Merger did not occur or Surviving Corporation may be substituted in the proceeding for Summit.

If at any time after the Effective Date, Surviving Corporation shall deem it appropriate that any assignments or assurances should be made to vest, perfect or confirm of record in Surviving Corporation the title to any property or right of Summit acquired by Surviving Corporation as a result of the Merger, the officers and directors of Surviving Corporation, in the name of Summit or otherwise, may take and do any action necessary or desirable to vest, perfect or confirm title to such property and rights in Surviving Corporation and otherwise to carry out the purposes of the Merger.

2. Name of Surviving Corporation. The name of Surviving Corporation is to remain FIServ Atlanta, Inc. ("Atlanta").

3. Purpose of Surviving Corporation. Atlanta will conduct or engage in any lawful activity under the laws of any state in which it is qualified.

4. Articles of Incorporation and Bylaws.

(a) The Articles of Incorporation of Atlanta, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Surviving Corporation following the Effective Date until changed or amended.

(b) The Bylaws of Atlanta, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Bylaws of Surviving Corporation following the Effective Date until changed or amended.

5. Directors and Officers. The directors and officers of Atlanta immediately prior to the Effective Date shall be the directors and officers of Surviving Corporation, each such director or officer to hold office until the term for which he or she has previously been elected shall expire and his or her successor has been duly elected and qualified, or until such director's or officer's earlier death, resignation or removal.

6. Conversion of Shares. The manner of converting the issued and outstanding shares of Atlanta and Summit shall be as follows:

(a) Summit is a wholly owned subsidiary of Atlanta. As a result of the Merger, all shares of Summit shall be cancelled. The Merger shall not effect a change in any of the issued and outstanding shares of stock of Atlanta and none of such shares shall be exchanged or converted as a result of the Merger. Surviving Corporation shall not issue any of its capital stock as a result of the Merger.


(b) Each share of common stock held in treasury by Summit, if any, shall immediately upon the Effective Date cease to exist and all certificates representing such shares shall be cancelled and no consideration shall be paid and issued in respect thereof.


7. Effective Date. The Merger shall be effective upon the filing of the Articles of Merger (the "Effective Date").

8. Articles of Merger. The appropriate officers of Atlanta shall prepare and execute Articles of Merger as required by the Georgia Business Corporation Code and the Oregon Business Corporation Act and shall file such Articles of Merger with the Georgia Secretary of State and the Oregon Secretary of State. Such officers are further authorized to do any and all other things necessary to effectuate the Merger.

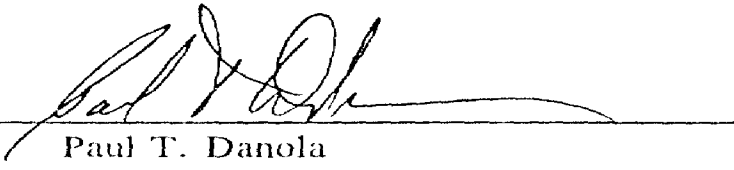
IN WITNESS WHEREOF, the parties hereto have executed this Plan and
f Merger as of the date first above written.


FISERV ATLANTA, INC.

By: 
George D. Dalton
Chairman of the Board

By: 
Charles W. Sprague
Assistant Secretary

SUMMIT INFORMATION SYSTEMS
CORPORATION

By: 
Paul T. Danola
Chairman of the Board

By: 
Edward P. Alberts
Assistant Secretary