

RECORDED  
T

01-29-2003  
102350601

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

1. Name of conveying party(ies):

TRANSFEREEZ, INC.

1-27-03

- Individual(s)
- General Partnership
- Corporation-State
- 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: December 31, 2002

2. Name and address of receiving party(ies)

Name: Graebel Relocation Services  
Internal Worldwide, Inc.  
Address: \_\_\_\_\_

Street Address: 16346 East Airport Circle

City: Aurora State: CO Zip: 80011

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of Colorado
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

2,248,257; 2,271,971; 2,341,928

Additional number(s) attached  Yes  No

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

Name: Steven P. Lipowski, Esq.

Internal Address: Ruder, Ware & Michler, L.L.S.C.

Street Address: 500 Third Street

P.O. Box 8050

City: Wausau State: WI Zip: 54403

6. Total number of applications and registrations involved: \_\_\_\_\_

3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Steven P. Lipowski

Name of Person Signing

Signature

Date

11

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

01/29/2003 ECOOPER 00000147 2248257

01 FC:0521  
02 FG:0522

40.00 OP  
50.00 OP

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

0000183922  
E000PER  
01/29/2003

ARTICLES OF MERGER  
of  
TRANSFEREEZ, INC.  
into  
GRAEBEL RELOCATION SERVICES WORLDWIDE, INC.

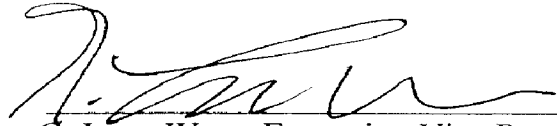
Pursuant to the provisions of the Georgia Business Corporation Code, the undersigned corporations adopt the following articles of merger:

1. The plan of merger is attached hereto as Exhibit A.
2. Shareholder approval of the plan of the merger was not required.
3. The surviving corporation certifies that a Notice of Merger and a publishing fee of \$40 have been mailed or delivered to an authorized newspaper, as required by law.

The effective date of the parent-sub subsidiary merger is December 31, 2002.

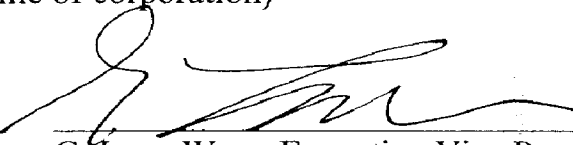
Date: December 26, 2002

TRANSFEREEZ, INC.  
(Name of corporation)

By   
G. Lane Ware, Executive Vice President

Date: December 26, 2002

GRAEBEL RELOCATION SERVICES  
WORLDWIDE, INC.  
(Name of corporation)

By   
G. Lane Ware, Executive Vice President

2002 DEC 24 PM 1:11  
CORPORATE SECRETARY

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 20<sup>th</sup> day of December 2002, by and between TransferEEZ, Inc., a Georgia corporation (the "Merger Corporation"), and Graebel Relocation Services Worldwide, Inc., a Colorado corporation, the parent of the Merger Corporation (the "Surviving Corporation"), (the Merger Corporation and the Surviving Corporation are sometimes referred to herein as the "Constituent Corporations").

WHEREAS, the Board of Directors of Merger Corporation and Surviving Corporation have approved the merger of the Merger Corporation with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement, the parties hereto hereby agree as follows:

## ARTICLE I

MERGER OF THE MERGER CORPORATION WITH AND INTO  
THE SURVIVING CORPORATION

Section 1.1 Manner of Merger. In accordance with the provisions of this Agreement, the Georgia Business Corporation Code and the Colorado Business Corporation Act (the "Business Corporation Law") at the Effective Date (as such term is defined in Section 1.2 below), the Merger Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall (i) continue its corporate existence under the laws of the State of Colorado, (ii) retain its present name, and (iii) succeed to all rights, assets, liabilities and obligations of the Merger Corporation and the Surviving Corporation in accordance with the Business Corporation Law. The separate corporate existence of the Merger Corporation shall terminate at the Effective Date. At the Effective Date, the Surviving Corporation shall thereupon and thereafter possess all of 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 each of the Constituent Corporations; and all and singular the rights, privileges, powers and franchises of each of the Constituent Corporations, and all of the property, real, personal and mixed, tangible and intangible, and all debts due to either of the Constituent Corporations on whatever account, as well as all other things in action or belonging to each of the Constituent Corporations 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 the respective Constituent Corporations, and titled to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be, in any way, impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations 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.

Section 1.2 Filing of Articles of Merger. The parties will cause the Merger to become effective by filing the Articles of Merger substantially in the form of Exhibit A attached hereto (the "Articles of Merger") with the Georgia Secretary of State and the Colorado Secretary of State. This Agreement shall constitute the plan of merger for the Merger (the "Plan of Merger") and a conformed copy thereof shall be filed with the Articles of Merger. The Articles of Merger shall be filed and become effective as of December 31, 2002 (the "Effective Date").

## ARTICLE II

### ARTICLES OF INCORPORATION; BYLAWS; BOARD OF DIRECTORS; OFFICERS

Section 2.1 Articles of Incorporation. From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation, and thereafter may be amended in accordance with their terms and as provided by applicable law.

Section 2.2 Bylaws. From and after the Effective Date, the Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation, and thereafter may be amended in accordance with their terms and as provided by applicable law.

Section 2.3 Directors. From and after the Effective Date, the Board of Directors of the Surviving Corporation shall consist of the members of the Board of Directors of the Surviving Corporation immediately prior to the Effective Date. Each such member of the Board of Directors of the Surviving Corporation shall serve until his successor is elected and is qualified or until his earlier death, resignation or removal.

Section 2.4 Officers. From and after the Effective Date, each officer of the Surviving Corporation immediately prior to the Effective Date shall be an officer of the Surviving Corporation in the same capacity or capacities, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

## ARTICLE III

### SURRENDER OF STOCK CERTIFICATES

Section 3.1 Merger Corporation. At the Effective Date, each share of Common Stock of the Merger Corporation validly issued and outstanding immediately prior to the Effective Date of the Merger (the "Merger Corporation Common Stock") shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically cancelled and retired and cease to exist, and no cash or securities or other property shall be payable in respect thereof.

Section 3.2 Surviving Corporation. At the Effective Date, each share of the Surviving Corporation Common Stock validly issued and outstanding immediately prior to the Effective

Date (the "Surviving Corporation Common Stock") shall, by virtue of the Merger, be the capital stock of the Surviving Corporation from and after the Effective Date.

Section 3.3 Surrender of Merger Corporation Common Stock. At the Effective Date, the sole shareholder of the Merger Corporation shall surrender the certificate or certificates which represent its shares of the Merger Corporation Common Stock. At the Effective Date, all certificates delivered pursuant to this Section 3.3 shall be cancelled and promptly thereafter delivered to the Surviving Corporation for disposition. Each certificate that at the Effective Date represented issued and outstanding shares of the Surviving Corporation Common Stock shall be deemed for all corporate purposes to evidence the ownership of the number of shares of the Surviving Corporation Common Stock.

#### ARTICLE IV

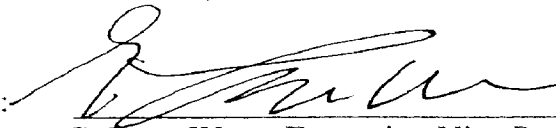
#### TERMINATION AND ABANDONMENT

Section 4.1 Method of Termination. This Agreement may be terminated, and the Merger abandoned at any time prior to 12:00 midnight December 31, 2002, whether before or after adoption by the Shareholders of the Merger Corporation or the Surviving Corporation, by the Merger Corporation and/or the Surviving Corporation.


Section 4.2 Procedure Upon Termination. In the event of termination and abandonment by the Merger Corporation or the Surviving Corporation, or both, pursuant to Section 4.1, written notice thereof shall forthwith be given to the other party and the transactions contemplated by this Agreement shall be terminated and/or abandoned without further action by the Merger Corporation or the Surviving Corporation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day, month and year first above written.

TRANSFEEZ, INC.

By:   
G. Lane Ware, Executive Vice President

GRAEBEL RELOCATION SERVICES  
WORLDWIDE, INC.

By:   
G. Lane Ware, Executive Vice President

2002 DEC 11 P 4:11  
SECRETARY OF STATE

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

DOCKET NUMBER : 030090475  
CONTROL NUMBER : 0219334  
EFFECTIVE DATE : 12/31/2002  
REFERENCE : 0093  
PRINT DATE : 01/09/2003  
FORM NUMBER : 411

C T CORPORATION SYSTEM  
RUDENE REMBERT  
1201 PEACHTREE ST.,NE  
ATLANTA GA 30361

**CERTIFICATE OF MERGER**

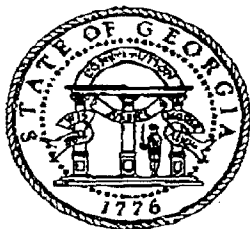
I, Cathy Cox, the Secretary of State of the Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown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

Surviving Entity:

**GRAEBEL RELOCATION SERVICES WORLDWIDE, INC., A COLORADO CORPORATION**

Nonsurviving Entity/Entities:

**TRANSFEREEZ, INC., A GEORGIA CORPORATION**



*Cathy Cox*  
CATHY COX  
SECRETARY OF STATE

ARTICLES OF MERGER

of

TRANSFEREEZ, INC.

into

GRAEBEL RELOCATION SERVICES WORLDWIDE, INC.

FILED - CUSTOMER COPY  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

20021357770 C  
# 118.00

SECRETARY OF STATE

12-24-2002 14:20:53

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

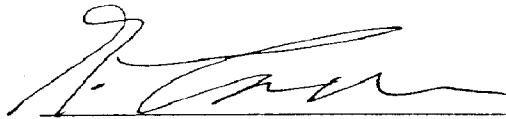
1. A Plan of Merger has been duly adopted providing for the merger of TransferEEZ, Inc. and Graebel Relocation Services Worldwide, Inc., resulting in Graebel Relocation Services Worldwide, Inc. being the survivor. The Plan of Merger is set forth herein as Exhibit "A".
2. Complete the following information with respect to each corporation which is a party to the merger:
  - (a) Shareholder approval of the plan of merger was not required.
3. Include the following for a parent-subsiary merger:

Immediately before the merger, the parent corporation owned at least ninety percent of the outstanding shares of each class of the subsidiary.

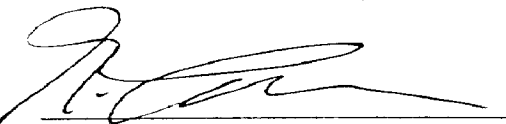
The effective date of the parent-subsiary merger is December 31, 2002. The effective date complies with Section 7-111-104(5) of the Colorado Business Corporation Act.

Dated: December 20, 2002

TRANSFEREEZ, INC.

By:   
G. Lane Ware,  
Executive Vice President

GRAEBEL RELOCATION  
SERVICES WORLDWIDE, INC.

By:   
G. Lane Ware,  
Executive Vice President

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WHEREAS, the Board of Directors of Merger Corporation and Surviving Corporation have approved the merger of the Merger Corporation with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions hereinafter set forth;

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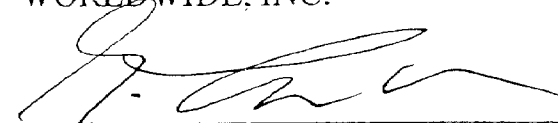
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TRANSFEREEZ, INC.

By:   
G. Lane Ware, Executive Vice President

GRAEBEL RELOCATION SERVICES  
WORLDWIDE, INC.

By:   
G. Lane Ware, Executive Vice President

New 1147 language for forms:

The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Cindy M. Dahlke c/o Ruder Ware & Michler, 500 Third Street, Suite 700, Wausau, Wisconsin 54402.