

01-27-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102348610

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

1. Name of conveying party(ies):

Advantix, Inc. (Delaware Corporation)

1-7103

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 01/26/1999

2. Name and address of receiving party(ies)

Name: Tickets.com, Inc.

Internal Address: 11th Floor

Street Address: 555 Anton Boulevard

City: Costa Mesa State: CA Zip: 92626

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,847,909 1,813,167

Additional number(s) attached Yes No

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

Name: Philip I. Frankel

Internal Address: Bond, Schoeneck & King, PLLC, 18th Floor

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved:

2

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1546

DO NOT USE THIS SPACE

9. Signature.

Philip I. Frankel

Name of Person Signing

Signature (handwritten)

12/18/02

Date

Total number of pages including cover sheet, attachments, and document: 74

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

01/24/2003 LMUELLER 00000079 501546 1847909

01 FC:0521 40.00 CH 02 FC:0522 25.00 CH

TRADEMARK REEL: 002661 FRAME: 0463

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ADVANTIX, INC.", CHANGING ITS NAME FROM "ADVANTIX, INC." TO "TICKETS.COM, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF MAY, A.D. 1999, AT 6:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

AUTHENTICATION: 9766508
DATE: 05-25-99

2474671 8100
991208975

ARTICLES OF MERGER OF
01 P028117 PROTIX, INC. WITH AND INTO
01G, 077861 PROLOGUE SYSTEMS, INC.

In accordance with section 180.1103 of the Wisconsin Business Corporation Law, PROTIX, INC., a Wisconsin corporation ("Acquired") and PROLOGUE SYSTEMS, INC., a Wisconsin corporation ("Survivor"), jointly referred to hereinafter as the Merging Corporations, hereby adopt the following Articles of Merger:

ARTICLE I

The Plan and Agreement of Merger is attached hereto as Exhibit A.

ARTICLE II

The Plan and Agreement of Merger was approved in accordance with section 180.1103 of the Wisconsin Business Corporation Law.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed as of the 27 day of December, 1995.

PROTIX, INC.

BY Peter D. Hanson
Peter D. Hanson, President

PROLOGUE SYSTEMS, INC.

BY Peter D. Hanson
Peter D. Hanson, President

This document was drafted by Catherine L. Davies, Esq.

This document must be filed in the Office of the Secretary of State of Wisconsin.

Please return to Reinhart, Boerner, Van Doren, Norris & Roeschbach, s.c., 1888 North Water Street, Suite 2100, Milwaukee, WI 53202.

ACT# 000000983 CLASS CODE 310
TR# 0000418363 \$100.00

RECORDED 120690

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EXHIBIT A

PLAN AND AGREEMENT OF MERGER
OF
PROTX, INC. AND ALL-PRO MANAGEMENT GROUP, INC.
WITH AND INTO
PROLOGUE SYSTEMS, INC

THIS PLAN AND AGREEMENT OF MERGER, dated this 21st day of December, 1995 is made and entered into by and among PROTX, INC., a Wisconsin corporation ("ProTix"), ALL-PRO MANAGEMENT GROUP, INC., a Pennsylvania corporation ("All-Pro") and PROLOGUE SYSTEMS, INC., a Wisconsin corporation ("Prologue" and collectively with ProTix and All-Pro, the "Merging Corporations")

RECITALS

A. The Boards of Directors of ProTix, All-Pro (each an "Acquired" and collectively the "Acquired") and Prologue ("Survivor") deem it to be in the best interests of such companies that each of the Acquired merged with and into Survivor (the "Merger").

B. The Boards of Directors of each Acquired and Survivor desire to submit the Merger to a vote of the holders of all of the shares of ProTix's \$1.00 per value common stock, All-Pro's \$1.00 per value common stock and Survivor's \$1.00 per value common stock.

AGREEMENTS

in consideration of the Recitals and the mutual agreements which follow, the parties agree as follows:

ARTICLE I
Plan of Merger

1. At the effective date of the merger, each of the Acquired will be merged with and into Survivor in accordance with the Wisconsin Business Corporation Law and the Pennsylvania Business Corporation Law. After such merger, Survivor will be the surviving corporation and the separate existence and identity of each Acquired will cease to exist.

2. At the effective date of the merger:

(a) Survivor shall possess all rights, privileges, immunities and franchises, of a public nature as well as of a private nature, of each of the Merging Corporations,

(b) All property, real, personal and mixed and all debts due on whatever account, including subscriptions to shares and all other choses in action, and every interest of or belonging to or due to each of the Merging Corporations, shall be taken and deemed to be transferred to and invested in Survivor without further act or deed;

(c) Title to any real estate or interest therein, vested in each of the Merging Corporations shall not revert or be in any way impaired by reason of the merger.

(d) Survivor shall be responsible and liable for all liabilities and obligations of the Merging Corporations.

(e) Any claim existing or action or proceeding pending via or against any of the Merging Corporations may be prosecuted to judgment as if the merger had not taken place, or Survivor may be substituted as the party-in-interest; and

(f) Neither the rights of creditors nor any liens upon the property of the Merging Corporations shall be impaired by the merger.

(g) All-Pro hereby makes the following representations and warranties:

(i) Organization Qualification Corporate Power.

All-Pro is a corporation duly organized, validly existing in and good standing under the laws of the Commonwealth of Pennsylvania. All-Pro is duly authorized to conduct business and is in good standing in the laws of each jurisdiction in which the nature of its business or the ownership or the leasing of its properties require such qualification. All-Pro has full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it.

(ii) Capitalization. The entire authorized capital stock of All-Pro consists of 100,000 shares of common stock of which 275 shares are issued and outstanding. All of the issued and outstanding All-Pro shares have been duly authorized and are validly issued, fully paid and nonassessable. There are no outstanding or authorized options, warrants, rights, contracts, calls, puts, rights to subscribe, conversion rights or other agreements or commitments to which All-Pro is a party or which are binding upon All-Pro providing for the issuance, disposition or acquisition of any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to All-Pro.

(iii) Authorization of Transaction. All-Pro has full power and authority to execute and deliver all of the Merger

documents and to perform its obligation thereunder. This Agreement and the Merger documents constitute the valid legally binding obligation of All-Pro, enforceable in accordance with their terms and conditions.

(iv) Noncontestation. Neither the execution and delivery of the Merger documents, nor consummation of the transactions contemplated by them will (i) violate any statute, regulation, rule, judgment, order, decree or other restriction of any government, governmental agency or court to which All-Pro is subject or any provision of the Articles or By-Laws of All-Pro, or (ii) conflict with, result in a breach of constitute a default in, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract, lease, sublease, license, franchise, permit, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other obligation to which All-Pro is a party or by which it is bound or by which any of its assets is subject, except for those agreements and documents related to the All-Pro indebtedness to S&T Bank incurred in connection with the funding of Pro-Tax Limited Partnership I ("Wolftrap Debt").

(v) Financial Statements. All-Pro has delivered to Prologue copies of its unaudited balance sheet as of the end of the month immediately preceding the Merger (the "Balance Sheet Date") and the unaudited statement of its income for such period along with financial statements for the two fiscal years immediately preceding the date of the Merger. The financial statements described in this section present fairly the financial position of All-Pro as of the Balance Sheet Date and present fairly the results of operations and changes in financial position of All-Pro for the period they purport to cover. There exist no material liabilities, debts or obligations, direct or contingent, or any outstanding evidence of indebtedness relating to All-Pro including those arising under environmental laws and regulations, except as (i) fully reflected or as specifically reserved against on the Balance Sheet or is set forth in the notes thereto; (ii) liabilities incurred in the ordinary course of business after the Balance Sheet Date that are usual and normal in amount in which in the aggregate, do not result in any material or adverse change in the financial condition of the General Partner from that set forth on the Balance Sheet. All-Pro is not in material default under any terms or conditions of any of its material contracts or obligations.

(vi) Events Subsequent to Balance Sheet Date. Since the balance sheet date, there has not been any adverse change in the assets, liabilities, business, financial conditions, operations, results of operation or future prospects of All-Pro.

(4) S. Corporation Status. Each of the Shareholders of All-Pro is eligible to hold the number of S-1 positions as defined in section 1361 of the Internal Revenue Code.

3. As the effective date of the merger:

(a) Each share of the \$1.00 par value common stock of ProLogix issued and outstanding (all of which are held equally by ProLogix and All-Pro) shall be cancelled without consideration;

(b) Each share of the \$1.00 par value common stock of All-Pro issued and outstanding shall be converted into and shall thereafter represent 35,356 shares of the \$1.00 par value voting common stock of ProLogix;

(c) Article 1 of the Articles of Incorporation of ProLogix is hereby amended to read in its entirety as follows: "The name of the Corporation is Pro Log, Inc." OK

ARTICLE II

The Plan of Merger was approved in accordance with section 1301(b)(3) of the Small Business Corporation Law and section 1304 of the Pennsylvania Business Corporation Law.

PROLOGIX, INC.

BY Peter D. Hanson 12/29/85
IN PRESIDENT

ALL PRO MANAGEMENT GROUP, INC.

BY Mark Schmitt 12/29/85
IN Mark Schmitt, President

PROLOGIX OFFSHORE, INC.

BY Peter D. Hanson 12/29/85
IN PRESIDENT

XXXXXXXXXXXXXXXXXXXX

(vi) S Corporation Status. Each of the Shareholders of All-Pro is eligible to hold the stock of an S corporation as defined in section 1361 of the Internal Revenue Code.

3. At the effective date of the merger:

(a) Each share of the \$1.00 per value common stock of ProTex issued and outstanding (all of which are held equally by Prologue and All-Pro) shall be cancelled without consideration;

(b) Each share of the \$1.00 per value common stock of All-Pro issued and outstanding shall be converted into and shall thereafter represent 36.3636 shares of the \$1.00 per value voting common stock of Survivor;

(c) Article I of the Articles of Incorporation of Survivor is hereby amended to read in its entirety as follows: "The name of the Corporation is ProTex, Inc."

ARTICLE II

The Plan of Merger was approved in accordance with section 180.1103 of the Wisconsin Business Corporation Law and section 1924 of the Pennsylvania Business Corporation Law.

PROTEX, INC.

BY Peter D. Hanson 12/21/95
Its PRESIDENT

ALL-PRO MANAGEMENT GROUP, INC.

BY _____
Mark Sciacca, President

PROLOGUE SYSTEMS, INC.

BY Peter D. Hanson 12/21/95
Its PRESIDENT

(vii) S Corporation Status. Each of the Shareholders of All-Pro is eligible to hold the stock of an S corporation as defined in section 1361 of the Internal Revenue Code.

3. As the effective date of the merger.

(a) Each share of the \$1.00 per value common stock of ProTix issued and outstanding (all of which are held equally by Prologue and All-Pro) shall be cancelled without consideration.

(b) Each share of the \$1.00 per value common stock of All-Pro issued and outstanding shall be converted into and shall thereafter represent 36.3636 shares of the \$1.00 per value voting common stock of Survivor.

(c) Article I of the Articles of Incorporation of Survivor is hereby amended to read in its entirety as follows: "The name of the Corporation is ProTix, Inc."

ARTICLE II

The Plan of Merger was approved in accordance with section 180.1103 of the Wisconsin Business Corporation Law and section 1924 of the Pennsylvania Business Corporation Law.

PROTIX, INC.

BY _____
Its _____

ALL-PRO MANAGEMENT GROUP, INC.

BY Mark Sciacia 12/9/85
Mark Sciacia, President

PROLOGUE SYSTEMS, INC.

BY _____
Its _____

This document was drafted by Catherine L. Davies, Esq.

This document must be filed in the Office of the Department of State of Pennsylvania and
in the Office of the Secretary of State of Wisconsin.

Please return to Reinart, Boemer, Van Deuren, Norris & Rieselbach, a.c., 1000 North
Water Street, Suite 2100, Milwaukee, WI 53202.

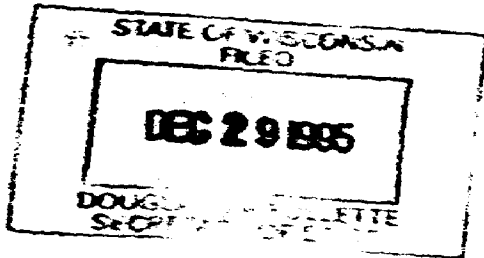
ESJ

(2) Articles of Merger

Merges: Protix, Inc. (Domestic)

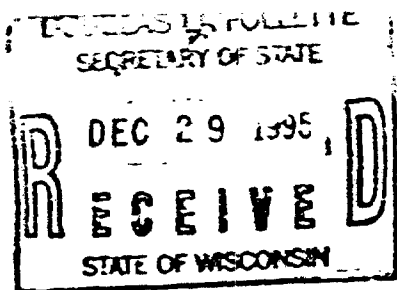
Into: Prologue Systems, Inc. (Acquired Fy) (Survivor)

- Changes Name to the Survivor



9107.0

Atty. Catherine L. Davis
Binkert, Bremer, Van Deuren, Harris & Kieselbach, S
100 North Water Street, Suite 2100
Milwaukee, WI 53202



NR
ARTICLES OF MERGER
OF ALL-PRO MANAGEMENT GROUP, INC.
WITH AND INTO

PROLOGUE SYSTEMS, INC. ACCT# 000000983 CLASS CODE 340
TRX# 0000418366 \$25.00

01 G O 22 861

~~of 10-20-118~~
In accordance with sections 180.1101, 180.1103 and 180.1107 of the Wisconsin Business Corporation Law and section 1921 et. seq. of the Pennsylvania Business Corporation Law, PROLOGUE SYSTEMS, INC., a Wisconsin corporation with the address of its registered office at 4513 Vernon Boulevard, Madison, Wisconsin 53705 ("Survivor"), and ALL-PRO MANAGEMENT GROUP, INC., a Pennsylvania corporation, with the address of its registered office at 402 Beaver Street, Suite 200, Sewickley, Pennsylvania 15143 ("Acquired"), jointly referred to hereinafter as the Merging Corporations, hereby adopt the following Articles of Merger:

ARTICLE I ACCT# 000000983 CLASS CODE 310
TRX# 0000418365 \$50.00

The Plan and Agreement of Merger is attached hereto as Exhibit A.

ARTICLE II

The Plan and Agreement of Merger was approved in accordance with section 180.1103 of the Wisconsin Business Corporation Law and section 1924 of the Pennsylvania Business Corporation Law.

ARTICLE III

Survivor agrees that it may be served with process in the State of Pennsylvania in any proceeding for enforcement of any obligation of Survivor and Acquired (which is the only Merging Corporation incorporated under the laws of the State of Pennsylvania), as well as for enforcement of any obligation of Survivor arising from the merger, including, if applicable, any suit or other proceeding to enforce the right of any dissenting stockholder as determined in proceedings pursuant to the provisions of the Pennsylvania Business Corporation Law, and, on behalf of the Survivor, irrevocably appoints the Secretary of State of the State of Pennsylvania as the Survivor's agent to accept service of process in any such suit or other proceedings. The address to which a copy of such process shall be mailed is 4515 Vernon Boulevard, Madison, Wisconsin 53705, Attn: Peter D. Hanson.

ALL-PRO MANAGEMENT GROUP, INC.

PROLOGUE SYSTEMS, INC.

BY _____
Its _____ Date _____

BY Peter D. Hanson 12/29/95
Its PRE. IDENT Date _____

200014CLDJK 12/29/95

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**ARTICLES OF MERGER
OF ALL-PRO MANAGEMENT GROUP, INC.
WITH AND INTO
PROLOGUE SYSTEMS, INC.**

In accordance with sections 180.1101, 180.1103 and 180.1107 of the Wisconsin Business Corporation Law and section 1921 et. seq. of the Pennsylvania Business Corporation Law, PROLOGUE SYSTEMS, INC., a Wisconsin corporation with the address of its registered office at 4513 Vernon Boulevard, Madison, Wisconsin 53705 ("Survivor"), and ALL-PRO MANAGEMENT GROUP, INC., a Pennsylvania corporation, with the address of its registered office at 402 Beaver Street, Suite 200, Sewickley, Pennsylvania 15143 ("Acquired"), jointly referred to hereinafter as the Merging Corporations, hereby adopt the following Articles of Merger.

ARTICLE I

The Plan and Agreement of Merger is attached hereto as Exhibit A.

ARTICLE II

The Plan and Agreement of Merger was approved in accordance with section 180.1103 of the Wisconsin Business Corporation Law and section 1924 of the Pennsylvania Business Corporation Law.

ARTICLE III

Survivor agrees that it may be served with process in the State of Pennsylvania in any proceeding for enforcement of any obligation of Survivor and Acquired (which is the only Merging Corporation incorporated under the laws of the State of Pennsylvania), as well as for enforcement of any obligation of Survivor arising from the merger, including, if applicable, any suit or other proceeding to enforce the right of any dissenting stockholder as determined in proceedings pursuant to the provisions of the Pennsylvania Business Corporation Law, and, on behalf of the Survivor, irrevocably appoints the Secretary of State of the State of Pennsylvania as the Survivor's agent to accept service of process in any such suit or other proceedings. The address to which a copy of such process shall be mailed is 4513 Vernon Boulevard, Madison, Wisconsin 53705, Attn: Peter D. Hanson.

ALL-PRO MANAGEMENT GROUP,
INC.

BY  12/24/85
Its Peter D. Hanson Date

PROLOGUE SYSTEMS, INC.

BY _____
Its _____ Date

EXHIBIT A

PLAN AND AGREEMENT OF MERGER
OF
PROTIX, INC. AND ALL-PRO MANAGEMENT GROUP, INC.
WITH AND INTO
PROLOGUE SYSTEMS, INC.

THIS PLAN AND AGREEMENT OF MERGER, dated this 24th day of December, 1995 is made and entered into by and among PROTIX, INC., a Wisconsin corporation ("ProTix"), ALL-PRO MANAGEMENT GROUP, INC., a Pennsylvania corporation ("All-Pro") and PROLOGUE SYSTEMS, INC., a Wisconsin corporation ("Prologue" and collectively with ProTix and All-Pro, the "Merging Corporations").

RECITALS

A. The Boards of Directors of ProTix, All-Pro (each an "Acquired" and collectively the "Acquired") and Prologue ("Survivor") deem it to be in the best interests of such companies that each of the Acquired merged with and into Survivor (the "Merger").

B. The Boards of Directors of each Acquired and Survivor desire to submit the Merger to a vote of the holders of all of the shares of ProTix's \$1.00 per value common stock, All-Pro's \$1.00 per value common stock and Survivor's \$1.00 per value common stock.

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, the parties agree as follows:

ARTICLE I
Plan of Merger

1. At the effective date of the merger, each of the Acquired will be merged with and into Survivor in accordance with the Wisconsin Business Corporation Law and the Pennsylvania Business Corporation Law. After such merger, Survivor will be the surviving corporation and the separate existence and identity of each Acquired will cease to exist.

2. At the effective date of the merger:

(a) Survivor shall possess all rights, privileges, immunities and franchises, of a public nature as well as of a private nature, of each of the Merging Corporations;

(b) All property, real, personal and mixed and all debts due on whatever account, including subscriptions to shares and all other choses in action, and every interest of or belonging to or due to each of the Merging Corporations, shall be taken and deemed to be transferred to and invested in Survivor without further act or deed;

(c) Title to any real estate or interest therein, vested in each of the Merging Corporations shall not revert or be in any way impaired by reason of the merger,

(d) Survivor shall be responsible and liable for all liabilities and obligations of the Merging Corporations,

(e) Any claim existing or action or proceeding pending via or against any of the Merging Corporations may be prosecuted to judgment as if the merger had not taken place, or Survivor may be substituted as the party-in-interest; and

(f) Neither the rights of creditors nor any liens upon the property of the Merging Corporations shall be impaired by the merger

(g) All-Pro hereby makes the following representations and warranties:

(i) Organization Qualification Corporate Power

All-Pro is a corporation duly organized, validly existing in and good standing under the laws of the Commonwealth of Pennsylvania. All-Pro is duly authorized to conduct business and is in good standing in the laws of each jurisdiction in which the nature of its business or the ownership or the leasing of its properties require such qualification. All-Pro has full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it.

(ii) Capitalization The entire authorized capital stock of All-Pro consists of 100,000 shares of common stock of which 275 shares are issued and outstanding. All of the issued and outstanding All-Pro shares have been duly authorized and are validly issued, fully paid and nonassessable. There are no outstanding or authorized options, warrants, rights, contracts, calls, puts, rights to subscribe, conversion rights or other agreements or commitments to which All-Pro is a party or which are binding upon All-Pro providing for the issuance, disposition or acquisition of any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to All-Pro.

(iii) Authorization of Transaction All-Pro has full power and authority to execute and deliver all of the Merger

documents and to perform its obligation thereunder. This Agreement and the Merger documents constitute the valid legally binding obligation of All-Pro, enforceable in accordance with their terms and conditions.

(iv) Noncontravention. Neither the execution and delivery of the Merger documents, nor consummation of the transactions contemplated by them will (i) violate any statute, regulation, rule, judgment, order, decree or other restriction of any government governmental agency or court to which All-Pro is subject or any provision of the Articles or By-Laws of All-Pro, or (ii) conflict with, result in a breach of constitute a default in, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract, lease, sublease, license, franchise, permit, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other obligation to which All-Pro is a party or by which it is bound or by which any of its assets is subject, except for those agreements and documents related to the All-Pro indebtedness to S&T Bank incurred in connection with the funding of Pro-Tax Limited Partnership I ("Working Debt").

(v) Financial Statements. All-Pro has delivered to Prologue copies of its unaudited balance sheet as of the end of the month immediately preceding the Merger (the "Balance Sheet Date") and the unaudited statement of its income for such period along with financial statements for the two fiscal years immediately preceding the date of the Merger. The financial statements described in this section present fairly the financial position of All-Pro as of the Balance Sheet Date and present fairly the results of operations and changes in financial position of All-Pro for the period they purport to cover. There exist no material liabilities, debts or obligations, direct or contingent, or any outstanding evidence of indebtedness relating to All-Pro including those arising under environmental laws and regulations, except as (i) fully reflected or as specifically reserved against on the Balance Sheet or is set forth in the notes thereto; (ii) liabilities incurred in the ordinary course of business after the Balance Sheet Date that are usual and normal in amount in which, in the aggregate, do not result in any material or adverse change in the financial condition of the General Partner from that set forth on the Balance Sheet. All-Pro is not in material default under any terms or conditions of any of its material contracts or obligations.

(vi) Events Subsequent to Balance Sheet Date. Since the balance sheet date, there has not been any adverse change in the assets, liabilities, business, financial conditions, operations, results of operation or future prospects of All-Pro.

(-4) 5. Continuing Status. Each of the Shareholders of All-Pro is eligible to hold the stock after 3-1/2 years from the date defined in section 1361 of the Internal Revenue Code.

3. At the effective date of the merger:

(a) Each share of the \$1.00 par value common stock of Pro-Tek issued and outstanding (all of which are held equally by Pro-Tek and All-Pro) shall be cancelled without consideration;

(b) Each share of the \$1.00 par value common stock of All-Pro issued and outstanding shall be converted into and shall thereafter represent 35,326 shares of the \$1.00 par value voting common stock of Survivor;

(c) Article I of the Articles of Incorporation of Survivor is hereby amended to read in its entirety as follows: "The name of the Corporation is Pro-Tek, Inc."

ARTICLE II

The Plan of Merger was approved in accordance with sections 180.1113 of the Wisconsin Business Corporation Law and section 1224 of the Pennsylvania Business Corporation Law.

PRO-TEK, INC.

BY Peter D. Hanson 12/29/95
IS PRESIDENT

ALL PRO MANAGEMENT GROUP, INC.

BY Mark 12/29/95
Mark [Name], President

PROLOGUE SYSTEMS, INC.

BY Peter D. Hanson 12/29/95
IS PRESIDENT

PRO-TEK, INC.

(vii) ~~S Corporation Status~~ Each of the Shareholders of All-Pro is eligible to hold the stock of an S corporation as defined in section 1361 of the Internal Revenue Code.

3. At the effective date of the merger.

(a) Each share of the \$1.00 per value common stock of ProTix issued and outstanding (all of which are held equally by Prologue and All-Pro) shall be cancelled without consideration;

(b) Each share of the \$1.00 per value common stock of All-Pro issued and outstanding shall be converted into and shall thereafter represent 36.3636 shares of the \$1.00 per value voting common stock of Survivor.

(c) Article I of the Articles of Incorporation of Survivor is hereby amended to read in its entirety as follows: "The name of the Corporation is ProTix, Inc."

ARTICLE II

The Plan of Merger was approved in accordance with section 180.1103 of the Wisconsin Business Corporation Law and section 1924 of the Pennsylvania Business Corporation Law.

PROTIX, INC.

BY _____
Its _____

ALL-PRO MANAGEMENT GROUP, INC.

BY Mark Sciacin 12/29/95
Mark Sciacin, President

PROLOGUE SYSTEMS, INC.

BY _____
Its _____

This document was drafted by Catherine L. Devica, Esq.

This document must be filed in the Office of the Department of State of Pennsylvania and in the Office of the Secretary of State of Wisconsin.

Please return to Reinbert, Bourner, Van Deren, Norris & Risselbach, s.c., 1000 North Water Street, Suite 2100, Milwaukee, WI 53202.

END

STOCK PURCHASE AGREEMENT

BY AND AMONG

ADVANTIX, INC.,

PROTIX, INC.

and

SHAREHOLDERS OF PROTIX, INC.

Effective October 16, 1998

10-09-98 7052-00011
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10-09-98 7052-00011
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LIST OF EXHIBITS:

Exhibit 1	Definitions
Exhibit 2.2(d)	Common Stock Purchase Warrant
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Exhibit 2.4(a)(ii)(4)	B. Foodman Employment Agreement
Exhibit 2.4(a)(iii)	Confidentiality Agreement
Exhibit 2.4(a)(iv)	Noncompetition Agreement
Exhibit 2.4(a)(v)	Security Agreement

LIST OF SCHEDULES:

- Company's Schedule
- Buyer's Schedule

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is made as of October 16, 1998, by and among Advantix, Inc., a Delaware corporation ("Buyer"), ProTix, Inc., a Wisconsin corporation ("Company"), and the shareholders of the Company as listed on the signature pages of this Agreement who become parties to this Agreement (individually, "Seller", and collectively, "Sellers").

R E C I T A L S

A. Sellers own one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company.

B. Buyer desires to purchase all of the shares of capital stock of the Company owned by the Sellers (the "Shares"), and the Sellers desire to sell the Shares, on the terms and conditions set forth in this Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the terms set forth in Exhibit 1 shall have the meanings specified or referred to therein.

2. SALE AND TRANSFER OF SHARES; CLOSING

2.1 Shares. Subject to the terms and conditions of this Agreement, at the Closing, each of the Sellers will sell and transfer to Buyer, and Buyer will purchase from Sellers, that number of Shares set forth below each Seller's respective signature on the signature page hereto, which in the aggregate shall constitute at least one hundred percent (100%) of the outstanding shares of capital stock of the Company, in exchange for their pro rata share of the Purchase Price.

2.2 Purchase Price. The purchase price (the "Purchase Price") for the Shares will consist of the following:

(a) Cash payments at Closing (the "Closing Cash Payment") which shall equal the product of (x) the Participating Percentage, times (y) the result of \$1,620,340 (i) plus (an amount equal to the remainder, if any, of \$2,910,746 minus the debt of the Company repaid by Buyer pursuant to Sections 2.4(c) and 2.4(d)), (ii) minus (an amount equal to the remainder, if any, of the debt of the Company repaid by Buyer pursuant to Sections 2.4(c) and 2.4(d) minus \$2,910,746) and (iii) minus the amount by which Net Working Capital as of the Closing Date ("Closing Date Net Working Capital") is less than zero. At the Closing, the Closing Date Net Working Capital will be estimated, by mutual agreement of Buyer and the Company, based on the Company's Net Working Capital as of September 30, 1998, and the amount paid at the

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REEL: 002661 FRAME: 0486

pertaining to hazardous materials or hazardous activities in, on, or under the Facilities, or concerning compliance by any Acquired Company, or any other Person for whose conduct they are or may be held responsible, with Environmental Laws.

3.20 Employees.

(a) Section 3.20 of the Company's Schedule contains a complete and accurate list of the following information for each employee or director of the Acquired Companies, including each employee on leave of absence or layoff status: employer; name; job title; current compensation paid (except part-time employees); and vacation accrued.

(b) To the Knowledge of the Company, no employee or director of any Acquired Company is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, noncompetition, or proprietary rights agreement, between such employee or director and any other Person ("Proprietary Rights Agreement") that materially adversely affects or will materially and adversely affect (i) the performance of his duties as an employee or director of the Acquired Companies, or (ii) the ability of any Acquired Company to conduct its business. To the Knowledge of the Company, no director, officer, or other key employee of any Acquired Company intends to terminate his employment with such Acquired Company.

3.21 Labor Relations: Compliance. Since January 1, 1997, no Acquired Company has been or is a party to any collective bargaining or other labor Contract. Since January 1, 1997, there has not been, there is not presently pending or existing, and, to the Knowledge of the Company, there is not Threatened: (a) any strike, slowdown, picketing, work stoppage, or employee grievance process; (b) any Proceeding against any Acquired Company relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable Governmental Body, organizational activity, or other labor or employment dispute against or affecting any of the Acquired Companies or their premises; or (c) any application for certification of a collective bargaining agent. To the Knowledge of the Company, no event has occurred or circumstance exists that could provide the basis for any work stoppage or other labor dispute. There is no lockout of any employees by any Acquired Company, and no such action is contemplated by any Acquired Company. To the Knowledge of the Company, each Acquired Company has complied in all material respects with all Legal Requirements relating to employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and similar taxes, occupational safety and health, and plant closing. No Acquired Company is liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Legal Requirements.

3.22 Intellectual Property.

(a) Except as set forth in Section 3.22 of the Company's Schedule, each of the Acquired Companies is the owner of, or has a valid license or right to use, sell and license all

of, the Copyrights, Patents, Trade Secrets, Trademarks, Internet Assets, Software and its other proprietary rights (collectively, "Intellectual Property") that are used in connection with its business in the manner currently being used, sold or licensed, free and clear of all Encumbrances.

(b) Section 3.22 of the Company's Schedule sets forth all of the (i) Copyrights material to the business of the Acquired Companies, Trademarks and Patents owned by, and filings and applications for any of the above filed by, any of the Acquired Companies, and (ii) all Software applications developed by the Acquired Companies that are material to the business of the Acquired Companies. None of the Intellectual Property listed in Section 3.22 of the Company's Schedule (except as specified thereon) is subject to any outstanding Order, and no Proceeding is pending or, to the Knowledge of the Company, Threatened, which challenges the validity, enforceability, use or ownership of the item.

(c) Section 3.22 of the Company's Schedule sets forth all Intellectual Property licenses, sublicenses and other agreements under which any Acquired Company is either a licensor or licensee, except such licenses, sublicenses and other agreements (i) relating to off-the-shelf software and which are commercially available on a retail basis or (ii) that provide for the license by the Acquired Company to any customer thereof that involve an amount less than \$5,000 annually and are otherwise not material to the business of the Acquired Companies. Each Acquired Company has substantially performed all obligations imposed upon it to date thereunder, and no Acquired Company is, nor to the Knowledge of the Company is any other party thereto, in breach of or default thereunder in any respect, nor is there any event which with notice or lapse of time or both would constitute a default thereunder. All of the Intellectual Property licenses listed in Section 3.22 of the Company's Schedule are valid, enforceable and in full force and effect, and will continue to be so on substantially identical terms immediately following the Closing except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

(d) To the Knowledge of the Company, other than as set forth in Section 3.22 of the Company's Schedule none of the Intellectual Property currently sold or licensed by the Acquired Companies to any Person or used by or licensed to the Acquired Companies violates any Intellectual Property rights of others.

(e) No Proceeding is pending and no written claim has been made against any Acquired Company or, to the Knowledge of the Company, is Threatened, contesting the right of an Acquired Company to sell or license to any Person or use the Intellectual Property presently sold or licensed to such Person or used by the Acquired Companies.

(f) Except as set forth in Section 3.22 of the Company's Schedule, to the Knowledge of the Company, no Person is infringing upon or otherwise violating the Intellectual Property rights of any Acquired Company.

(g) Except as set forth in Section 3.22 of the Company's Schedule, no Acquired Company is a party to or bound by, any license or other agreement requiring the payment of any material royalty payment, excluding such agreements relating to software licensed for use solely on the computers of the Acquired Companies.

(h) Except as described in Section 3.22 of the Company's Schedule, none of the Acquired Companies has entered into any agreement, license or release that restricts the right of any of the Acquired Companies to use the ProTix Products in any material way. The Software within the ProTix Products is fully eligible for protection under applicable copyright law and has not been forfeited to the public domain and the source code and system specifications have been maintained in confidence, except where the failure to be so eligible or where the failure to maintain such confidence would not have a materially adverse effect on the Company. As used in this Agreement, "ProTix Products" means products currently marketed or proposed to be marketed, in connection with the performance of ticketing services or other business of the Acquired Companies, including without limitation the Prologue Ticketing System.

(i) Except as set forth in Section 3.22 of the Company's Schedule, to the Knowledge of the Company, none of the Trade Secrets, wherever located, the value of which is contingent upon maintenance of confidentiality thereof, has been disclosed to any Person other than employees, representatives and agents of the Acquired Companies, except as required by law or pursuant to the filing of a patent application by the Acquired Companies, where such disclosure would have a material adverse effect on the business, financial condition or results of operations of the Company.

(j) Except as set forth in Section 3.22 of the Company's Schedule, (a) the Software utilized by the Acquired Companies in their ticketing services will deliver, receive, store and process date information in the same manner before, during and after January 1, 2000 and (b) no material expenditures are contemplated by the Acquired Companies or, to the Company's Knowledge, are necessary to remediate such Software in connection with processing date information.

3.23 Certain Payments. Since January 1, 1995, no Acquired Company or director, officer, agent or employee of any Acquired Company or, to the Knowledge of the Company, any other Person associated with or acting for or on behalf of any Acquired Company, has directly or indirectly (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment in violation of any Legal Requirement to any Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of any Acquired Company or any Affiliate of an Acquired Company, or (iv) in violation of any Legal Requirement, (b) established or maintained any fund or asset that has not been recorded in the books and records of the Acquired Companies.

outstanding to purchase or otherwise acquire any authorized but unissued, unauthorized or treasury shares of the Buyer's capital stock. The Buyer Stock is duly authorized, and when issued and sold to the Sellers pursuant to this Agreement, will be validly issued, fully paid and nonassessable. The shares of common stock of Buyer issuable upon conversion of the Warrants are duly authorized and, when issued in compliance with the terms thereof, will be validly issued, fully paid and nonassessable.

5.4 Financial Statements. The Buyer has delivered to the Company: (a) a consolidated balance sheet of Buyer as of December 31, 1997 (including the notes thereto, the "Buyer Balance Sheet"), and the related consolidated statements of income, changes in stockholders' equity, and cash flow for the fiscal year then ended, together with the report thereon of Arthur Andersen LLP, independent certified public accountants, and (b) an unaudited consolidated balance sheet of Buyer as of June 30, 1998 (the "Buyer Interim Balance Sheet") and the related unaudited consolidated statements of income, changes in stockholders' equity, and cash flow for the six months then ended, including in each case the notes thereto. Such financial statements and notes fairly present the financial condition and the results of operations, changes in stockholders' equity, and cash flow of Buyer as at the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP, subject, in the case of interim financial statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes (that, if presented, would not differ materially from those included in the Buyer Balance Sheet); the financial statements referred to in this Section 5.4 reflect the consistent application of such accounting principles throughout the periods involved. No financial statements of any Person other than Buyer are required by GAAP to be included in the consolidated financial statements of the Buyer.

5.5 No Undisclosed Liabilities. Except as set forth in Section 5.5 of the Buyer's Schedule, Buyer has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) which in the aggregate are material to the financial condition, assets, properties or business of Buyer taken as a whole, except for liabilities or obligations reflected or reserved against in the Buyer Balance Sheet or the Buyer Interim Balance Sheet and current liabilities incurred in the Ordinary Course of Business since the respective dates thereof.

5.6 No Material Adverse Change. Since the date of the Buyer Balance Sheet, there has not been any material adverse change in the business, operations, properties, prospects, assets, or condition of Buyer, and no event has occurred or circumstance exists that may result in such a material adverse change.

5.7 Disclosure. No representation or warranty of Buyer in this Agreement and no statement in the Buyer's Schedule or the Confidential Private Offering Memorandum contains an untrue statement of material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first written above.

"BUYER"

Advantix, Inc., a Delaware corporation

By: 

Print Name: John M. Markovich

Title: EVP, Finance & Chief Financial Office

"COMPANY"

ProTix, Inc., a Wisconsin corporation

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first written above.

"BUYER"

Advantix, Inc., a Delaware corporation

By: _____
Print Name: _____
Title: _____

"COMPANY"

ProTix, Inc., a Wisconsin corporation

By: *Peter D. Hanson*
Print Name: PETER D. HANSON
Title: PRESIDENT

Insurance Company.			
Continental Casualty Company	Workers Compensation	WCB16258111	\$100,000

ProTix Connecticut General Partnership

Carrier	Type	Policy #	Limit
USF&G	Commercial Liability	BFS00000104888	\$2,000,000
USF&G	Property	BFS00000104888	\$400,000
USF&G	Automobile Liability	1AB30085688600	\$1,000,000
USF&G	Commercial Excess/Umbrella	BFS00000104888	\$3,000,000
USF&G	Workers Compensation	6651137981	\$100,000

ProTix Limited Partnership I

Carrier	Type	Policy #	Limit
USF&G	Commercial Liability	BFS00000125293	\$2,000,000
USF&G	Property	BFS00000125293	\$971,000
USF&G	Automobile	BFA00000125911	\$1,000,000
USF&G	Commercial Excess / Umbrella	BFS00000125293	\$1,000,000
USF&G	Workers Compensation	665128981	\$100,000

(c) (For schedules of previous claims see attached Exhibit F to the Company's Schedule)

- All Workers Compensation policies require an audit at the end of the policy period and premiums are adjusted to the actual payroll for the period.

3.20 Employees

Full Time Employees as of 9/30/98 (See attached Exhibit G to the Company's Schedule)

Part Time Employees as of 9/30/98 (See attached Exhibit H to the Company's Schedule)

3.22 Intellectual Property

(b) (i) ProTix, Inc. is the holder of a trademark on the "Prologue" (federal registration #1,847,909) and "ProTix" (federal registration #1,813,167) service marks. Copies of the certificates have been provided to Buyer.

(ii) The Company has developed and owns the following software products:

- Prologue Ticketing System Software - Software used in the sports and entertainment industry to provide ticketing services. This software package provides the user with ticket inventory control, payment processing, phone

sales, outlet sales, window sales, season sales, single sales, group sales, event setup, mailing list and ad hoc reporting capabilities.

- Campaign Software - Software used in conjunction with the Prologue Ticketing System software to track and process fund raising activities. Software package fully functional to provide donor information tracking, transaction recording for pledges and payments, campaign tracking, mailing lists and ad hoc reporting capabilities.
- Tkagent - Software used in conjunction with the Prologue Ticketing System software that is a proprietary Application Process Interface (API). Software can communicate with third party products such as Kiosks, Internet, and IVR via data grams and secure sockets technology enabling reading and writing to the Prologue Ticketing System database.

(c) Intellectual Property Licenses

Third Party	ProTix Entity	Type		Date
Rational Software Corporation	ProTix, Inc.	Clear Case Source Code Software	Licensee	2/4/98
BusinessWise	ProTix, Inc.	Supportwise Call Center Software	Licensee	6/17/92
Southern DataComm, Incorporated	ProTix, Inc.	ProtoBase Software	Licensee	5/31/94
Software Artistry, Inc.	ProTix, Inc.	Credit Card Software	Licensee	10/16/97
Microsoft Developers License	ProTix, Inc.	Multiple use Software	Licensee	
A Contemporary Theatre	ProTix, Inc.	Software License Agreement	Licensor	7/17/91
Alabama Theatre	ProTix, Inc.	Software License Agreement	Licensor	1/19/93
American Heartland Theatre	ProTix, Inc.	Software License Agreement	Licensor	6/21/90
American Music Theatre	ProTix, Inc.	Software License Agreement	Licensor	2/26/97
American Players Theatre	ProTix, Inc.	Software License Agreement	Licensor	1/14/94
Antelope Valley County Fair	ProTix, Inc.	Software License Agreement	Licensor	9/14/94
ArtTix (Salt Lake County)	ProTix, Inc.	Software License Agreement	Licensor	8/30/91
Atlanta Motor Speedway	ProTix, Inc.	Software License Agreement	Licensor	4/26/96
Benedum Center for Perf Arts	ProTix, Inc.	Software License Agreement	Licensor	1/20/92
Boise State University	ProTix, Inc.	Software License Agreement	Licensor	5/9/91
Bransons Magical Mansion (Melinda's)	ProTix, Inc.	Software License Agreement	Licensor	2/26/97

PROTIX, INC.

ID: P028117

Effective Date: 12/23/1991

Record Type: Domestic Business

Status: Merged, acquired

Status Date: 12/29/1995

Annual Report Locator #: Year 1994, Reel 027, Image 2178

Period Of Existence: PER

Registered Agent Office

Registered Agent: PETER D HANSON

Registered Office Address:

4513 VERNON BLVD

MADISON, WI 53705

Principal Office Address

Attention:

Address:

4513 VERNON BLVD

MADISON, WI 53705

Report History

Locator Numbers	Certificate of Newly-elected Officers/Directors
Year Reel Image	
1994 027 2178	
1993 027 0302	
1992 027 2007	

Old Names

Change Date	Name
Current	PROTIX, INC.

Chronology