

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party: Kauffman Center for Entrepreneurial Leadership
Individual(s) Association General Partnership Limited Partnership Corporation-State Missouri Other
Additional name of conveying party attached? Yes No

2. Name and address of receiving party: Name: Ewing Marion Kauffman Foundation
Internal Address: Street Address: 4801 Rockhill Road
City: Kansas City State: Missouri Zip: 64110-2046
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Missouri Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: June 27, 2002

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 or registration number: A. Trademark Application No. None.
Additional number(s) attached Yes No

B. Trademark Registration No. 2,073,937

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penny R. Slicer
Internal Address: Stinson Morrison Hecker LLP
Street Address: 1201 Walnut, Suite 2800
City: Kansas City State: Missouri Zip: 64106-2150

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number: 19-4409
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Penny R. Slicer Signature Date 6/12/03

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 194409 2073937

No. N00006342

# STATE OF MISSOURI



**Matt Blunt**  
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF CORPORATE RECORDS

EWING MARION KAUFFMAN FOUNDATION

I, MATT BLUNT, Secretary of State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of those certain original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 7th day of MAY, 2003.

*Matt Blunt*  
Secretary of State



#N00006342

# STATE OF MISSOURI



**Matt Blunt**  
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF MERGER  
MISSOURI CORPORATION SURVIVING

WHEREAS, Articles of Merger of the following corporations:  
**KAUFFMAN CENTER FOR ENTREPRENEURIAL LEADERSHIP (#N00047942)**  
INTO:

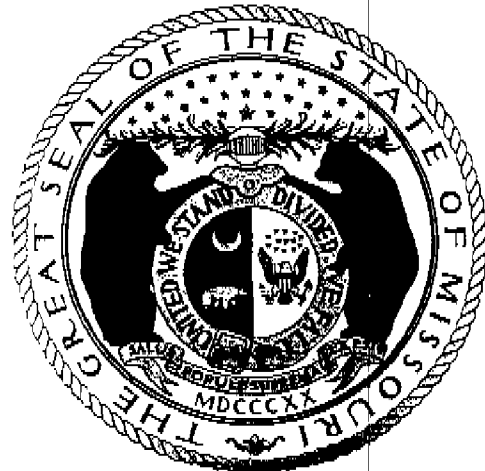
**EWING MARION KAUFFMAN FOUNDATION (#N00006342)**  
Organized and Existing Under Law of MISSOURI  
have been received, found to conform to law, and filed.

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of Missouri,  
issue this Certificate of Merger, certifying that the merger of  
the aforementioned corporation is effected, with

**EWING MARION KAUFFMAN FOUNDATION (#N00006342)**  
as the surviving corporation.

IN TESTIMONY WHEREOF, I HAVE SET MY  
HAND AND IMPRINTED THE GREAT SEAL OF  
THE STATE OF MISSOURI, ON THIS, THE  
28<sup>TH</sup> day of JUNE, 2002.  
EFFECTIVE DATE: JUNE 30, 2002

*Matt Blunt*  
Secretary of State



\$10.00

TRADEMARK

**FILED**

**JUN 28 2002**

**ARTICLES OF MERGER**  
**of**  
**KAUFFMAN CENTER FOR ENTREPRENEURIAL LEADERSHIP**

*[Signature]*  
SECRETARY OF STATE

**with and into**

**EWING MARION KAUFFMAN FOUNDATION**

Pursuant to the Missouri Nonprofit Corporation Act (the "Act"), the undersigned corporations certify the following:

**ARTICLE I**

The name of the merging corporation is Kauffman Center for Entrepreneurial Leadership ("KCEL"). The name of the surviving corporation is Ewing Marion Kauffman Foundation ("EMKF"). Both KCEL and EMKF are Missouri nonprofit public benefit corporations. KCEL and EMKF are hereby merged (the "Merger") and EMKF shall be the surviving corporation. The merger shall be effective at the close of business on June 30, 2002.

**ARTICLE II**

Attached hereto as Exhibit A is a copy of that certain Agreement and Plan of Merger, dated June 27, 2002, by and between KCEL and EMKF (the "Agreement and Plan of Merger").

**ARTICLE III**

Neither KCEL nor EMKF has members and, accordingly, no approval of the Agreement and Plan of Merger by members is required by the Act. The Agreement and Plan of Merger was approved by a sufficient vote of the respective Board of Directors of each of KCEL and EMKF.

**ARTICLE IV**

No approval of the Agreement and Plan of Merger is required under subdivision (3) of subsection 1 of Section 355.626 of the Act by any person or persons other than the respective Board of Directors of each of KCEL and EMKF.

**ARTICLE V**

No changes in the Articles of Incorporation of EMKF are to be effected by the Merger.

**ARTICLE VI**

Notice of the Merger has been given to the Attorney General of Missouri pursuant to Section 355.621 of the Act.

IN AFFIRMATION THEREOF, the facts stated above are true. These Articles of Merger have been executed in duplicate by the undersigned on the 27th day of June, 2002.

**KAUFFMAN CENTER FOR ENTREPRENEURIAL LEADERSHIP**

By: *Kurt Mueller*  
Printed Name: Kurt Mueller  
Title: President

"KCEL"

ATTEST:

*David C. Lady*  
Printed Name: David C. Lady  
Title: Secretary

**EWING MARION KAUFFMAN FOUNDATION**

By: *Carl J. Schramm*  
Printed Name: Carl J. Schramm  
Title: President/Chief Executive Officer

"EMKF"

ATTEST:

*John E. Tyler III*  
Printed Name: John E. Tyler III  
Title: Secretary

TRADEMARK

REEL: 002668 FRAME: 0617

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), made and entered into this 27th day of June, 2002, by and between EWING MARION KAUFFMAN FOUNDATION, a Missouri nonprofit corporation ("EMKF"), and KAUFFMAN CENTER FOR ENTREPRENEURIAL LEADERSHIP, a Missouri nonprofit corporation ("KCEL"). This Agreement constitutes a binding contract between EMKF and KCEL in accordance with the terms hereof and the applicable provisions of the Missouri Nonprofit Corporation Act (the "Act"). This Agreement is entered into for substantial reasons that are more fully described in the statements of actions taken by the respective Board of Directors of the parties whereby this Agreement was authorized. The terms and conditions of this Agreement are as follows:

1. **Merger.** Upon the terms and subject to the conditions of this Agreement and in accordance with the Act, on the Effective Date, as defined herein, EMKF and KCEL shall merge (the "Merger") into a single nonprofit corporation by merging KCEL, which is sometimes hereinafter referred to as the "Merging Corporation," into EMKF, which shall be the surviving corporation and which is sometimes hereinafter referred to as the "Surviving Corporation." The surviving corporation shall continue to exist as the surviving corporation pursuant to the provisions of the Act. The separate existence of KCEL shall cease upon the Effective Date in accordance with the provisions of the Act.
2. **Effective Date.** The Merger shall be effective at the close of business on June 30, 2002 (the "Effective Date").
3. **Surviving Corporation's Articles of Incorporation.** The Articles of Incorporation of EMKF, as amended, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until further amended or changed as permitted by the provisions of the Act.
4. **Registered Agent.** The address of the registered office of the Surviving Corporation in the State of Missouri is and shall, upon the Effective Date, be Suite 2800, 1201 Walnut Street, Kansas City, MO 64106. The name of the registered agent of the Surviving Corporation at said address is and shall, upon the Effective Date, be SMF Registered Services, Inc.
5. **Effects of Merger.** Upon the Effective Date, the effect of the Merger shall be as provided in the Act. Without limiting the generality of the foregoing:
  - (a) On the Effective Date, the separate existence of KCEL shall cease. The existence of the Surviving Corporation shall continue unaffected and unimpaired by the Merger except as provided herein, and the Surviving Corporation shall, after the Effective Date, have all of the rights, privileges, immunities, powers and franchises and shall be subject to all of the duties and liabilities of a corporation organized under the Act.

(b) On the Effective Date, the Surviving Corporation shall have and thereafter possess all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of the Merging Corporation, and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and every other interest of or belonging to or due to the Merging Corporation shall be taken and deemed to be transferred to and vested or remain in the Surviving Corporation without further act or deed (and the title to all real estate, and any interest therein, and all other property owned by the Merging Corporation shall be vested in the Surviving Corporation without reversion or impairment subject to any and all conditions to which such property was subject prior to the Merger).

(c) The Surviving Corporation shall, upon the Effective Date and thereafter, be responsible and liable for all the liabilities and obligations of the Merging Corporation, and any claim existing or action or proceeding pending by or against the Merging Corporation may be continued as if the Merger had not taken place or, in the case of KCEL, the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any of the parties hereto shall be impaired by the Merger.

(d) The officers of KCEL are hereby authorized and directed to execute all deeds, assignments and other documents that may be necessary to effect the full and complete transfer of the properties of such corporation to the Surviving Corporation. The officers of the Surviving Corporation are hereby authorized and directed to execute and deliver any and all documents that may be required of it in order for it to assume or otherwise comply with any liability or obligation of KCEL. If at any time the Surviving Corporation shall determine that any further documents are necessary or desirable to vest in it, according to the terms hereof, the title to any property, rights, privileges, immunities, powers or franchises of KCEL, then KCEL shall execute and deliver all such documents and do all things necessary to vest in and confirm to the Surviving Corporation title and possession to all such property, rights, privileges, immunities, powers and franchises, and to otherwise carry out the purposes of this Agreement.

6. **Authorization of Merger.** The Merger has been submitted to the respective Board of Directors of each of KCEL and EMKF for their adoption or rejection in the manner prescribed by the provisions of the Act. The execution and attestation of this Agreement constitutes the certification of each entity's president and secretary that this Agreement has been duly authorized and approved in accordance with the provisions of the Act.

7. **Further Action.** Each of KCEL and EMKF shall take all actions and do all things necessary, proper or advisable under the laws of the State of Missouri to consummate and make effective the Merger, including, without limitation, the filing of the notice with the Missouri Attorney General before the Effective Date in accordance with Section 355.621 of the Act. The proper officers of the Merging Corporation and of the Surviving Corporation,

respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents that shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger.

8. **Abandonment.** At any time prior to the filing of the Articles of Merger with the Secretary of State of Missouri, this Agreement may be terminated and abandoned by the duly authorized mutual written consent of the parties hereto.

9. **Conditions Precedent.** Each and every obligation of the parties hereto to consummate the Merger shall be subject to the satisfaction prior to or on the Effective Date of the following conditions, unless waived in writing by the parties:

(a) All consents, approvals, amendments and agreements of third parties that are necessary in order to consummate the Merger shall have been obtained.

(b) The parties shall have received an advance ruling from the Internal Revenue Service with respect to certain tax matters concerning the Merger.

In the event that any of the foregoing conditions precedent are not satisfied on or before June 30, 2002, this Agreement shall terminate and neither party shall have any further obligation hereunder.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when each party has signed and delivered a counterpart to the other parties, it being understood that all parties need not sign the same counterpart.

11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.

12. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter hereof.

13. **Executed Original.** An executed original of this Agreement is on file at the principal place of business of the Surviving Corporation, 4801 Rockhill Road, Kansas City, Missouri 64110-2046. A copy of this Agreement will be furnished by the Surviving Corporation, on request and without cost, to any director of any of the parties hereto.



IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed on behalf of KCEL and EMKF, as of the date first above written.

EWING MARION KAUFFMAN FOUNDATION

By: [Signature]  
Printed Name: Carl J. Schramm  
Title: President & CEO

"EMKF"

ATTEST:

[Signature]  
Printed Name: John B. Tylen III  
Title: Secretary

KAUFFMAN CENTER FOR ENTREPRENEURIAL LEADERSHIP

By: [Signature]  
Printed Name: Kurt H. Mueller  
Title: President

"KCEL"

ATTEST:

[Signature]  
Printed Name: David G. Kelly  
Title: Secretary

FILED

JUN 28 2002

[Signature]  
SECRETARY OF STATE