

FORM PTO-1595

1-31-92

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>Name: <u>INVERTIX, LLC</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other: <u>Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>INVERTIX CORPORATION</p> <p>Internal Address: Suite 300</p> <p>Street Address: <u>7010 Little River Turnpike</u></p> <p>City: <u>Annandale</u> State: <u>Virginia</u> ZIP: <u>22003</u></p> <p><input type="checkbox"/> Individual(s) citizenship</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State - <u>Delaware</u></p> <p><input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 15, 1999</u></p>	

<p>4. Application number(s) or patent number(s):</p> <p>A. Trademark Application No.(s): <u>75/629,976</u></p>	<p>B. Trademark registration No.(s): <u>2,382,475</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jon L. Roberts, Esq.</u></p> <p>Internal Address: _____</p> <p>_____</p> <p>_____</p> <p>Street Address: <u>Roberts Abokhair & Marduja, LLC</u></p> <p><u>11800 Sunrise Valley Drive, Suite 1000</u></p> <p>City: <u>Reston</u> State: <u>VA</u> ZIP: <u>20191</u></p>	<p>6. Total number of applications and registrations involved:</p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>18-1579</u></p>
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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.

<p><u>Shauna M. Wertheim, Esq.</u></p>	<p></p>	<p><u>June 23, 2003</u></p>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet: 9

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**AGREEMENT AND PLAN OF REORGANIZATION
OF INVERTIX, L.L.C.,
a Virginia limited liability company,
and
INVERTIX, CORPORATION,
a Delaware corporation**

THIS AGREEMENT AND PLAN OF REORGANIZATION, dated as of December 15, 1999 (the "*Agreement*"), is entered into by and between INVERTIX, L.L.C., a Virginia limited liability company ("*Invertix-Virginia*"), and INVERTIX CORPORATION, a Delaware corporation ("*Invertix-Delaware*"). Invertix-Virginia and Invertix-Delaware are sometimes referred to herein as the "Constituent Entities."

RECITALS

A. Invertix-Virginia is a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia. Pursuant to the Operating Agreement of Invertix, L.L.C., dated as of December 30, 1998, (the "*Operating Agreement*"), there are currently two (2) Members holding Founding Member Units, two (2) Members holding General Membership Units, three (3) Members holding Economic Units, and thirty-one (31) Members holding Preferred Units in Invertix-Virginia all as set forth on Schedule A hereto. Capitalized terms used but not defined herein shall have the meaning given such terms in the Operating Agreement.

B. Invertix-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of forty-five million (45,000,000) shares, thirty million (30,000,000) of which are shares of Common Stock ("*Common Stock*"), five million eight hundred thousand (5,800,000) of which are shares of Series A Preferred Stock, and nine million two hundred thousand (9,200,000) of which are shares of undesignated Preferred Stock (collectively, "*Preferred Stock*"). As of the date of this Agreement, one (1) share of Common Stock was issued and outstanding, and held by Invertix-Virginia, and no shares of Preferred Stock were issued and outstanding.

C. The Members of Invertix-Virginia have determined that, for the purpose of effecting the reorganization of Invertix-Virginia as a corporation organized and existing under the laws of the State of Delaware, it is advisable and in the best interests of Invertix-Virginia that Invertix-Virginia merge with and into Invertix-Delaware upon the terms and conditions herein provided.

D. The Board of Directors and the sole stockholder of Invertix-Delaware have approved this Agreement and the Merger (as defined in Section 1.1 hereof) by unanimous written consent and have directed that this Agreement be executed by the undersigned officer of Invertix-Delaware. The Founding Members of Invertix-Virginia have approved this Agreement and the Merger in accordance with the Operating Agreement and have directed that this Agreement be executed by the undersigned authorized representative of Invertix-Virginia.

E. The Merger is intended to constitute a tax-free transfer of the assets of Invertix-Virginia to Invertix-Delaware in exchange for Invertix-Delaware stock and the assumption of Invertix-Virginia's liabilities under Section 351 of the Internal Revenue Code, followed immediately by a generally tax free distribution of such stock to the Members of Invertix-Virginia in liquidation of their Membership Interests under Section 731 of the Internal Revenue Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Invertix-Virginia and Invertix-Delaware hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Virginia Limited Liability Company Act (the "*Virginia Act*") and the Delaware General Corporation Law, Invertix-Virginia shall be merged with and into Invertix-Delaware (the "*Merger*"), the separate existence of Invertix-Virginia shall cease and Invertix-Delaware shall be, and is herein sometimes referred to as, the "*Surviving Entity*," and the name of the Surviving Entity shall remain unchanged.

1.2 **Filing and Effectiveness.** The Merger shall become effective at 11:59 p.m. on December 31, 1999 when the following actions shall have been completed:

(a) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(b) Executed Articles of Merger, in substantially the form of Exhibit A hereto, meeting the requirements of the Virginia Act, shall have been filed with the Virginia State Corporation Commission; and

(c) An executed Certificate of Merger, in substantially the form of Exhibit B hereto, meeting the requirements of the Delaware General Corporation Law, shall have been filed with the Secretary of the State of Delaware.

The date and time when the Merger shall become effective shall be referred to herein as the "*Effective Date of the Merger*."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of Invertix-Virginia shall cease and Invertix-Delaware, as the Surviving Entity, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by it and by Invertix-Virginia, (iii) shall succeed, without other transfer, to all of the assets,

rights, powers and property of Invertix-Virginia in the manner more fully set forth in Section 259 and Section 264 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Invertix-Virginia as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Invertix-Virginia in the same manner as if Invertix-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Virginia Act.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Invertix-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Invertix-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Invertix-Delaware immediately prior to the Effective Date of the Merger shall continue to be the directors and officers of the Surviving Entity until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Entity or the Bylaws of the Surviving Entity.

3. MANNER OF CONVERSION OF MEMBERSHIP INTERESTS; ISSUANCE OF CERTIFICATES

3.1 Invertix-Virginia General Membership Units, Founding Member Units and Economic Units. Upon the Effective Date of the Merger, the General Membership Units, Founding Member Units and Economic Units in Invertix-Virginia (collectively, the "*Common Units*") outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of any Membership Interest or any other person, be converted into and exchanged for the number of fully paid and nonassessable shares of Common Stock of the Surviving Entity set forth on Schedule A hereto.

3.2 Invertix-Virginia Preferred Units. Upon the Effective Date of the Merger, the Preferred Units in Invertix-Virginia outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of any Membership Interest or any other person, be converted into and exchanged for the number of fully paid and nonassessable shares of Series A Convertible Preferred Stock of the Surviving Entity set forth on Schedule A hereto.

3.3 Invertix-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of Invertix-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Invertix-Delaware, the

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holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Issuance of Certificates.

(a) After the Effective Date of the Merger, each holder of a Preferred Unit in Invertix-Virginia outstanding immediately prior to the Effective Date of the Merger shall be entitled to receive in exchange for such holder's Preferred Unit a certificate or certificates the number of shares of Series A Convertible Preferred Stock of the Surviving Entity into which the surrendered Preferred Unit was converted as herein provided.

(b) After the Effective Date of the Merger, each holder of a General Membership Unit, Founding Member Unit or Economic Unit (each a "*Common Unit*") in Invertix-Virginia outstanding immediately prior to the Effective Date of the Merger shall be entitled to receive in exchange for such holder's Common Class A Membership Interest a certificate or certificates the number of shares of Common Stock of the Surviving Entity into which the surrendered Common Unit was converted as herein provided.

(c) Until such time as a certificate or certificates representing such shares of Common Stock or Preferred Stock of the Surviving Entity have been delivered to each Member of Invertix-Virginia, the registered owner on the books and records of the Surviving Entity of any such Membership Interest shall have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Series A Convertible Preferred Stock of the Surviving Entity represented by such outstanding Membership Interest.

(d) Each certificate representing Common Stock or Preferred Stock of the Surviving Entity so issued in the Merger shall bear a standard restricted stock legend.

4. GENERAL

4.1 **Covenant of Invertix-Delaware.** Invertix-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger, take all such actions as may be required by applicable provisions of the Virginia Act.

4.2 **Further Assurances.** From time to time, as and when required by Invertix-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Invertix-Virginia such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Invertix-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Invertix-Virginia and otherwise to carry out the purposes of this Agreement, and the officers and directors of Invertix-Delaware are fully authorized in the name and on behalf of Invertix-Virginia or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Members of Invertix-Virginia or by the Board of Directors of Invertix-Delaware, or both, notwithstanding the approval of this Agreement by the Members of Invertix-Virginia or by the sole stockholder of Invertix-Delaware, or both


4.4 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Virginia Act, and the Courts of the Commonwealth of Virginia shall have exclusive jurisdiction and venue over any disputes arising from or related to this Agreement.

4.5 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Agreement, having first been approved by the consent of the Founding Members of **INVERTIX, L.L.C.**, a Virginia limited liability company, in accordance with the requirements of the Virginia Act and the Operating Agreement and by the unanimous written consent of the Board of Directors and the sole stockholder of **INVERTIX CORPORATION**, a Delaware corporation, is hereby executed on behalf of each of such Constituent Entities and attested to by their duly authorized representatives.

INVERTIX, L.L.C.
a Virginia limited liability company

By: 
Arthur D. Hurtado
Chief Executive Officer

INVERTIX CORPORATION
a Delaware corporation

By: 
Arthur D. Hurtado
Chief Executive Officer