

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratatech LLC		04/30/2001	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA	
Name:	Stratatech Delaware LLC
Street Address:	505 South Rosa Road
Internal Address:	Suite 169
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53719
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75928861	NIKS

CORRESPONDENCE DATA	
Fax Number:	(608)218-6910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	dapayne@medlencarroll.com
Correspondent Name:	David A. Payne
Address Line 1:	101 Howard Street
Address Line 2:	Suite 350
Address Line 4:	San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	STRATA-06640
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NAME OF SUBMITTER:	David A. Payne
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Total Attachments: 3 source=agreement_1#page1.tif source=agreement_2#page1.tif

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger") is dated as of April 30, 2001 pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 183.1203 of the Wisconsin Limited Liability Company Act (the "WLLCA"), and is between Stratatech Delaware LLC, a Delaware limited liability company ("DE LLC"), and Stratatech, LLC, a Wisconsin limited liability company ("WI LLC").

WHEREAS, the parties hereto desire that WI LLC merge with and into DE LLC pursuant to the terms and conditions contained herein (the "Merger").

NOW, THEREFORE, the parties to this Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

1. **Merger.** WI LLC shall merge with and into DE LLC. DE LLC shall be the surviving entity (the "Surviving Company").

2. **Effectiveness.** The Merger shall become effective April 30, 2001 (the "Effective Date of the Merger").

3. **Certificate of Formation; Operating Agreement.** The Certificate of Formation and Limited Liability Company Agreement of DE LLC as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Formation and the Limited Liability Company Agreement of the Surviving Company.

4. **Manager.** The manager of DE LLC prior to the Effective Date of the Merger shall remain the manager of the Surviving Company, and shall hold office until her successor shall be elected and duly qualified, or until her prior death, resignation or removal.

5. **Manner of Converting Units and Warrants.** The manner of converting WI LLC's units and warrants into units and warrants of DE LLC shall be as follows: upon the effectiveness of the Merger, (a) each WI LLC unit issued and outstanding immediately prior to the Effective Date of the Merger shall be converted into one unit of the Surviving Company, (b) each DE LLC unit issued and outstanding immediately prior to the Effective Date of the Merger shall be cancelled without consideration, and (c) each warrant to purchase units of WI LLC that is outstanding immediately prior to the Effective Date of the Merger shall be converted into a warrant to purchase the same number of units of the Surviving Company.

6. **Further Assurances.** Upon the Effective Date of the Merger, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of WI LLC shall be transferred to, vested in and devolve upon DE LLC without further act or deed. All property, rights, and every other interest of DE LLC and WI LLC shall effectively be the property of DE LLC as they were of DE LLC and WI LLC respectively. WI LLC hereby agrees from time to time, as and when requested by DE LLC or by

its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as DE LLC may deem to be necessary or desirable in order to vest in and confirm to DE LLC title to and possession of any property of WI LLC acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purpose hereof.

7. **Agreement.** Executed copies of this Plan of Merger will be maintained on file at the principal place of business of DE LLC.

8. **Abandonment.** At any time before the Effective Date of the Merger, this Plan of Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the members of WI LLC or the Manager of DE LLC, or both, notwithstanding the approval of this Plan of Merger by the members of WI LLC or by the sole member of DE LLC, or by both.

9. **Amendment.** The parties hereto may amend this Plan of Merger at any time prior to the later of the Effective Date of the Merger and the filing of this Plan of Merger (or certificate in lieu thereof) with either the Secretary of the State of Delaware or the Wisconsin Department of Financial Institutions.

10. **Counterparts.** In order to facilitate filing and recording of this Plan of Merger, 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. Any counterpart may be delivered by facsimile transmission and the delivery of any copy of an executed original or counterpart of this Plan of Merger shall have the same force and effect as the delivery of an executed original.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties to this Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective members, including approval under Section 183.1202 of the WLLCA, have caused this Plan of Merger to be executed as of the date first above written.

STRATATECH DELAWARE LLC

By: B. Lynn Allen-Hoffmann
B. Lynn Allen-Hoffmann, Manager

STRATATECH, LLC

By: B. Lynn Allen-Hoffmann
B. Lynn Allen-Hoffmann, Manager

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