

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
Bendata, Inc.		06/26/2001	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	FrontRange Solutions USA Inc.
Street Address:	1125 Kelly Johnson Blvd.
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80920
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1991498	FIRST LEVEL SUPPORT
Registration Number:	2210801	HEAT
Registration Number:	2632197	SIMPLY POWERFUL

CORRESPONDENCE DATA	
Fax Number:	(719)633-1518
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(719) 473-3800
Email:	steve.smith@hro.com
Correspondent Name:	Holme Roberts & Owen LLP
Address Line 1:	90 S. Cascade Ave., Suite 1300
Address Line 4:	Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER:	19101-02000
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NAME OF SUBMITTER:	Steven B. Smith, Esq.
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Total Attachments: 9 source=FrontRange#page1.tif source=FrontRange#page2.tif

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REVISED EFFECTIVE DATE
June 30, 2001

FILED - CUSTOMER COPY
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

Articles of Merger
Merging

FrontRange Maestro Division Inc. and FrontRange GoldMine Division Inc.
into

FrontRange HEAT Division Inc. 20011129010 C
\$ 110.00

CHANGE OF NAME

SECRETARY OF STATE
06-27-2001 15:25:01

Pursuant to Section 7-111-105 of the Colorado Business Corporation Act, FrontRange Maestro Inc., a Delaware corporation ("FrontRange Maestro"), FrontRange GoldMine Division Inc., a California corporation ("FrontRange GoldMine") and FrontRange HEAT Division Inc., a Colorado corporation ("FrontRange HEAT") execute these Articles of Merger providing for the merger of FrontRange Maestro and FrontRange GoldMine into FrontRange HEAT (the "Merger"), for the purpose of filing with the Secretary of State of the State of Colorado.

1. The name and state of incorporation of each of the constituent corporations is as follows:

Name	State of Incorporation
FrontRange Maestro Division Inc.	Delaware
FrontRange GoldMine Division Inc.	California
FrontRange HEAT Division Inc.	Colorado

2. An Agreement of Merger (the "Plan of Merger") has been approved and adopted by each of FrontRange Maestro and FrontRange HEAT in accordance with the provisions of Section 7-111-103 of the Colorado Business Corporation Act. A copy of the Plan of Merger is attached to these Articles of Merger.

3. The name of the surviving corporation is FrontRange HEAT Division Inc.

4. The name of FrontRange HEAT Division Inc. shall be changed to FrontRange Solutions USA Inc.

5. The number of votes cast for the Plan of Merger by each voting group entitled to vote separately was sufficient for approval by that voting group.

6. The merger of FrontRange Maestro and FrontRange GoldMine into FrontRange HEAT and the change of the name of FrontRange HEAT Division Inc. to FrontRange Solutions USA Inc. shall be effective as of the close of business on June 30, 2001.

IN WITNESS WHEREOF, these Articles of Merger have been executed this 21st day of June, 2001.

FrontRange Maestro Division Inc.,
a Delaware corporation

By: *Timothy G. Pfeifer*
Name: Timothy G. Pfeifer
Its: Vice-President & Secretary

FrontRange GoldMine Division Inc.,
a California corporation

By: *Timothy G. Pfeifer*
Name: Timothy G. Pfeifer
Its: President & Secretary

FrontRange HEAT Division Inc.,
a Colorado corporation

By: *Timothy G. Pfeifer*
Name: Timothy G. Pfeifer
Its: Vice President & Secretary

AGREEMENT OF MERGER

This Agreement of Merger is entered into among FrontRange HEAT Division Inc. ("FrontRange HEAT"), a Colorado corporation, FrontRange Maestro Division Inc. ("Maestro"), a Delaware corporation, and FrontRange GoldMine Division Inc. ("GoldMine"), a California corporation (collectively, the "Constituent Corporations"). Maestro and GoldMine shall be referred to herein collectively as the "Merged Corporations."

WITNESSETH that:

WHEREAS, the Constituent Corporations desire that Maestro and GoldMine merge into FrontRange HEAT.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the Constituent Corporations do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: On the effective date of the merger, as set forth below, Maestro and GoldMine shall be merged into FrontRange HEAT, which shall be the surviving corporation (the "Surviving Corporation").

SECOND: On the effective date of the mergers, the Articles of Incorporation of FrontRange HEAT shall be amended to change the name of FrontRange HEAT Division Inc. to FrontRange Solutions USA Inc. Except for the change of name, the Articles of Incorporation as heretofore amended and as in effect on the date of the merger provided in this Agreement, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

THIRD: Each share of capital stock of the Surviving Corporation that is outstanding on the effective date of the Merger shall remain issued and outstanding. The manner of converting the outstanding shares of the capital stock of each of the Merged Corporations into shares or other securities of the Surviving Corporation shall be as follows: each share of common stock of Maestro and GoldMine that is outstanding on the effective date of the Merger and all rights in respect thereto shall forthwith be cancelled and no consideration therefor shall be paid.

FOURTH: The terms and conditions of each of the mergers are as follows:

(a) The bylaws of the Surviving Corporation, as they shall exist on the effective date of the mergers, shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

(c) Each of the mergers shall become effective on the close of business on June 30, 2001.

(d) Upon the mergers becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporations shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Merged Corporations shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporations, respectively. Each of the Merged Corporations hereby agrees from time to time, as and when requested by the Surviving Corporation 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 the Surviving Corporation may deem to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merged Corporations acquired or to be acquired by reason of or as a result of the mergers herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Merged Corporations and the proper officers and directors of the Surviving Corporation are fully authorized, in the name of the Merged Corporations or otherwise, to take any and all such action.

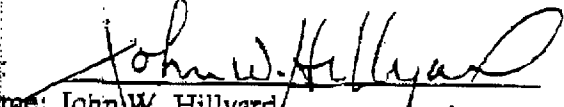
FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any Constituent Corporation at any time prior to the time that the mergers become effective. This Agreement may be amended by the Board of Directors of each of the Constituent Corporations at any time prior to the time that the mergers become effective, provided that an amendment made subsequent to the adoption of the Agreement by the shareholders of any Constituent Corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for, or on conversion of, all or any of the shares of any class or series thereof such Constituent Corporation, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the mergers, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement
the 27th day of June, 2001, to be effective as stated herein.

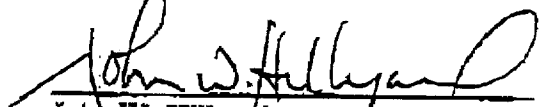
SURVIVING CORPORATION:

FrontRange HEAT Division Inc.,
a Colorado corporation

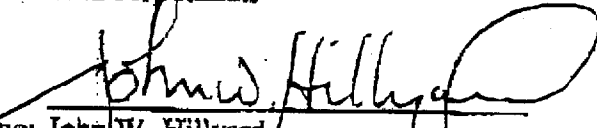
By: 
Name: John W. Hillyard/
Its: Vice President and Treasurer

MERGING CORPORATIONS:

FrontRange Maestro Division Inc.,
a Delaware corporation

By: 
Name: John W. Hillyard
Its: Vice President and Treasurer

FrontRange GoldMine Division Inc.,
a California corporation

By: 
Name: John W. Hillyard
Its: Vice President and Treasurer

Mail to: Secretary of State

CHANGE OF NAME

MUST BE TYPED
FILING FEE: \$25.00
MUST SUBMIT TWO COPIES

Please include a typed
self-addressed envelope

Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only

FILED - CUSTOMER COPY
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

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\$ 75.00
SECRETARY OF STATE
08-08-2000 15:43:02

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Bendata, Inc.

SECOND: The following amendment to the Articles of Incorporation was adopted on July 25, 2000, as prescribed by the Colorado Business Corporation Act, in the manner marked with an X below:

- No shares have been issued or Directors Elected - Action by Incorporators
- No shares have been issued but Directors Elected - Action by Directors
- Such amendment was adopted by the board of directors where shares have been issued and shareholder action was not required.
- Such amendment was adopted by a vote of the shareholders. The number of shares voted for the amendment was sufficient for approval.

THIRD: If changing corporate name, the new name of the corporation is FrontRange HEAT Division Inc.

FOURTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: NA

If these amendments are to have a delayed effective date, please list that date: NA
(Not to exceed ninety (90) days from the date of filing)

Bendata, Inc.

Signature

Timothy G. Pfeifer
By: Timothy G. Pfeifer
Vice President/Secretary

ARTICLES OF INCORPORATION

OF

BENDATA, INC.

741014262 \$50.00
SOS 02-04-94 15:35

ARTICLE I

Name

The name of the corporation is Bendata, Inc.

ARTICLE II

Capital; Shareholders

2.1 Authorized Capital. The corporation shall have authority to issue 1,000,000 shares of common stock, each having a par value of \$0.01.

2.2 Voting of Shares. Each shareholder of record entitled to vote shall have one vote for each share of stock standing in his name on the books of the corporation, except that in the election of directors he shall have the right to vote such number of shares for as many persons as there are directors to be elected. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

2.3 Quorum; Manner of Acting. At all meetings of shareholders, a majority of the shares entitled to vote at such meeting represented in person or by proxy, shall constitute a quorum. At any meeting at which a quorum is present the affirmative vote of a majority of the shares represented at such meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number is required by the laws of Colorado and except that in each case where the Colorado Corporation Code requires a two-thirds vote of all of the outstanding shares of the corporation entitled to vote, such required vote is hereby reduced, as permitted by such Code, to a majority of all of the outstanding shares of the corporation entitled to vote on the subject matter thereof.

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ARTICLE III**Preemptive Rights**

No shareholder of the corporation shall have any preemptive or similar right to acquire or subscribe for any additional unissued or treasury shares of stock, or other securities of any class, or rights, warrants or options to purchase stock or scrip, or securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

ARTICLE IV**Board of Directors**

4.1 Initial Board. The initial board of directors of the corporation shall consist of four persons and the names and addresses of such persons, who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and shall qualify, are as follows:

Ronald J. Muns	8350 Alpenview Way Colorado Springs, CO 80919
Diana Lee Muns	8350 Alpenview Way Colorado Springs, CO 80919
Randall W. Casto	1755 Telstar Dr., Suite 101 Colorado Springs, CO 80920
Patricia Casto	1755 Telstar Dr., Suite 101 Colorado Springs, CO 80920

4.2 Number of Directors. The number of directors of the corporation shall be fixed and may be altered from time to time as provided in the bylaws of the corporation.

ARTICLE V**Limitation on Liability**

To the fullest extent permitted by the Colorado Corporation Code, as the same exists or may hereafter be amended, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this Article by the shareholders of the

corporation shall be prospective only and shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE VI

Registered Agent and Office

The address of the initial registered office of the corporation is 8350 Alpenview Way, Colorado Springs, Colorado 80919. The name of its initial registered agent at such address is Ronald J. Muns.

ARTICLE VII

Incorporator

The name and address of the incorporator is:

Cecelia A. Barrocas
Holme Roberts & Owen LLC
90 S. Cascade Ave., #1300
Colorado Springs, CO 80903

Dated: February 3, 1994


Cecelia A. Barrocas - Incorporator

CABD/FTS