

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/16/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Infonex Holding Corporation		06/16/2003	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	Anonymizer, Inc.
Street Address:	5694 Mission Center Road #426
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92108
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2283148	ANONYMIZER
Registration Number:	2242437	ANONYMIZER

**CORRESPONDENCE DATA**

Fax Number: (619)699-2700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (619) 699-2747  
 Email: sdtrademark@dlapiper.com  
 Correspondent Name: Kristin K. Manley  
 Address Line 1: 401 B Street, Suite 1700  
 Address Line 4: San Diego, CALIFORNIA 92101-4297

NAME OF SUBMITTER:	Kristin K. Manley
Signature:	/kmanley/
Date:	08/24/2005

OP \$65.00 2283148

**Total Attachments: 4**

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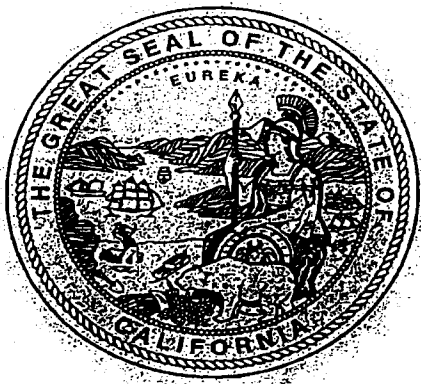
**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of \_\_\_\_ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 30 2003



*Kevin Shelley*  
Secretary of State

**A060342 ENDORSED - FILED**  
 In the office of the Secretary of State  
 of the State of California

OCT 27 2003

**AGREEMENT AND PLAN OF MERGER**

**KEVIN SHELLEY**  
**Secretary of State**

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 16<sup>th</sup>, 2003 (this "Merger Agreement"), is made and entered into by and between Infonex Holding Corporation, a Nevada corporation ("Infonex") and Anonymizer, Inc. (the "Corporation"), a California corporation. The Corporation and Infonex are hereinafter sometimes collectively referred to as the "Parties".

A. The Corporation is a wholly-owned subsidiary of Infonex.

B. The Board of Directors of each of Infonex and the Corporation deem it advisable and in the best interests of Infonex and the Corporation that Infonex merge with and into the Corporation upon the terms and subject to the conditions set forth in this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements and covenants set forth herein, the Parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that Infonex shall merge with and into the Corporation on the following terms, conditions and other provisions and in accordance with the applicable provisions of the California Corporations Code ("CCC") and the Nevada Corporation Law ("NCL"):

1. **MERGER AND EFFECTIVE TIME.** At the Effective Time (as defined below), Infonex shall be merged with and into the Corporation (the "Merger"), and the separate corporate existence of Infonex shall cease. The Corporation shall be the surviving corporation of the Merger (sometimes referred to herein as the "Surviving Corporation") and shall continue to be governed by the laws of the State of California. The Merger shall become effective upon the date and time of the latter to occur: (a) duly executed Articles of Merger meeting the requirements of the NCL are filed with the Secretary of State of the State of Nevada and (b) a duly executed Agreement and Plan of Merger meeting the requirements of the CCC is filed with the Secretary of State of the State of California (the "Effective Time").

2. **EFFECT OF MERGER.** At the Effective Time, (a) the separate existence of Infonex shall cease, (b) all issued and outstanding shares of Common Stock of Infonex shall be converted into the shares of Common Stock of the Surviving Corporation, (c) all issued and outstanding shares of Series A Preferred Stock of Infonex shall be converted into the shares of Series A Preferred Stock of the Surviving Corporation, (d) all issued and outstanding shares of Series B Preferred Stock of Infonex shall be converted into the shares of Series B Preferred Stock of the Surviving Corporation, and (e) the Corporation, as the Surviving Corporation, (i) shall continue to possess all of Infonex's assets, rights, powers and property as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by the respective Boards of Directors of Infonex and the Corporation, (iii) shall continue to be subject to all of the Corporation's debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (iv) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Infonex in the same manner as if the Corporation had itself incurred them, all as more fully provided under the applicable provisions of the CCC and NCL.

3. **GOVERNING DOCUMENTS.** At the Effective Time, the Articles of Incorporation and By-Laws of the Corporation in effect immediately prior to the Effective Time shall continue in full force and effect as the Articles of Incorporation and By-Laws of the Surviving Corporation.

4. **DIRECTORS AND OFFICERS.** At the Effective Time, the directors and officers of Infonex shall become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the applicable provisions of the CCC, the Certificate of Incorporation and Articles of Incorporation and By-Laws of the Surviving Corporation.

5. **EMPLOYEE BENEFIT PLANS.** At the Effective Time, the obligations of Infonex under or with respect to every plan, trust, program and benefit then in effect or administered by Infonex for the benefit of the directors, officers and employees of Infonex shall become the lawful obligations of the Corporation and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. At the Effective Time, the Corporation hereby expressly adopts and assumes all obligations of Infonex under such employee benefit plans.

6. **FURTHER ASSURANCES.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Infonex such deeds, assignments and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or conform, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Infonex, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are hereby directed by, and fully authorized in the name of and on behalf of Infonex, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

7. **CONDITIONS.** The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the Board of Directors of each of the Corporation and Infonex and by a majority of the stockholders of Infonex, prior to or at the Effective Time.

8. **ABANDONMENT.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of any of the Corporation or Infonex, notwithstanding any prior approval of this Merger Agreement by such Boards of Directors of the Corporation and Infonex and/or by the stockholders of Infonex.

9. **AMENDMENT.** At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented with the consent of the Board of Directors of each of the Corporation and Infonex.


10. TAX-FREE REORGANIZATION. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(A) and/or (D) of the Internal Revenue Code of 1986.

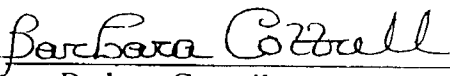
11. GOVERNING LAW. This Merger Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California, without reference to the principles of conflicts of law or choice of laws, and, to the extent applicable, the merger provisions of the NCL.

12. COUNTERPARTS; FACSIMILE SIGNATURE. In order to facilitate the filing and recording of this Merger Agreement, it 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. This Merger Agreement may be executed by facsimile signature.


IN WITNESS WHEREOF, this Merger Agreement is hereby executed by the respective officers thereunto duly authorized of, and on behalf of, each Party as of the date first above written.


ANONYMIZER, INC.

By:   
Name: Lance M. Cottrell  
Title: President

By:   
Name: Barbara Cottrell  
Title: Secretary

INFONEX HOLDING CORPORATION

By:   
Name: Lance M. Cottrell  
Title: President

By:   
Name: Bill Unrue  
Title: Secretary