

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/03/1999		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMG Marketing Group, Inc.		06/03/1999	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SMG Acquisition Corp.		
Street Address:	4709 Creekstone Drive		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1843157	SMG MARKETING GROUP INC	
Registration Number:	1843158	GROUP-TRACK	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-821-1220		
Email:	rrehm@smithlaw.com		
Correspondent Name:	T. Robert Rehm, Jr.		
Address Line 1:	2500 Wachovia Capitol Center		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	8145.18		
NAME OF SUBMITTER:	T. Robert Rehm, Jr.		
Signature:	/t robert rehm jr/		

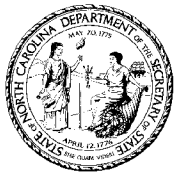
OP \$65.00 1843157

Date:

10/20/2005

Total Attachments: 10

source=Merger6-99#page1.tif
source=Merger6-99#page2.tif
source=Merger6-99#page3.tif
source=Merger6-99#page4.tif
source=Merger6-99#page5.tif
source=Merger6-99#page6.tif
source=Merger6-99#page7.tif
source=Merger6-99#page8.tif
source=Merger6-99#page9.tif
source=Merger6-99#page10.tif



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

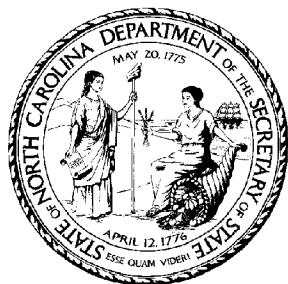
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

SMG MARKETING GROUP, INC.

the original of which was filed in this office on the 3rd day of June, 1999.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of October, 2005

Elaine F. Marshall

Secretary of State

991549056

ARTICLES OF MERGER
OF
SMG MARKETING GROUP, INC.
WITH AND INTO
SMG ACQUISITION CORP.

CORP ID # 0492792

FILED

2:40 PM
JUN 03 1999

Effective
ELAINE F. MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

SMG Acquisition Corp., a North Carolina corporation (the "Surviving Corporation"), hereby submits these Articles of Merger for the purpose of merging SMG Marketing Group, Inc., a Delaware corporation, with and into the Surviving Corporation.

1. The Plan of Merger is attached as Exhibit A hereto.
2. The attached Plan of Merger was duly approved in the manner prescribed by Chapter 55 of the General Statutes of North Carolina by the board of directors and shareholder of the Surviving Corporation and in the manner prescribed by Section 252 of the Delaware General Corporation Law by the board of directors and shareholders of SMG Marketing Group, Inc.
3. As provided in Section 1.3 of the Plan of Merger, the name of the Surviving Corporation shall be changed to, and the name of the Surviving Corporation shall be, "SMG Marketing Group, Inc."
4. These Articles of Merger will be effective upon filing.

This the 3rd day of June, 1999.

SMG ACQUISITION CORP.

By: 

Name: James L. Bierman

Title: Vice President

TRADEMARK

REEL: 003178 FRAME: 0612

EXHIBIT A TO ARTICLES OF MERGER

Plan of Merger

TRADEMARK

REEL: 003178 FRAME: 0613

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger") is made and dated as of June 3, 1999 by and among Quintiles Transnational Corp., a North Carolina corporation (the "Purchaser"), SMG Acquisition Corp., a North Carolina corporation and wholly-owned first-tier subsidiary of the Purchaser ("Acquisition"), and SMG Marketing Group, Inc., a Delaware corporation (the "Company").

WHEREAS, the Purchaser, Acquisition, the Company and the shareholders of the Company (the "Shareholders") have entered into a Merger Agreement, dated as of May 6, 1999 (the "Merger Agreement"), setting forth certain representations, warranties, covenants and agreements in connection with the proposed merger of the Company with and into Acquisition (the "Merger") and the other transactions therein and herein contemplated; and

WHEREAS, consistent with and pursuant to the Merger Agreement, the Purchaser, Acquisition and the Company desire to effect the Merger upon the terms set forth herein; and

WHEREAS, the boards of directors of the Purchaser, Acquisition and the Company and the shareholder(s) of Acquisition and the Company (acting on the recommendations of their respective boards of directors) have duly approved the Merger Agreement, this Plan of Merger, and consummation of the Merger upon the terms set forth therein and herein; and

WHEREAS, the parties hereto intend that the Merger shall constitute a "pooling of interests" for the Purchaser's accounting purposes and a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties approve and adopt this Plan of Merger for the purpose of setting forth the terms and conditions of the Merger and the means of carrying the same into effect.

ARTICLE I THE MERGER

1.1 Merger. The Company shall be merged with and into Acquisition pursuant to Article 11 of the North Carolina Business Corporation Act, as amended (the "NCBCA"), and Section 252 of the Delaware General Corporation Law (the "DGCL").

1.2 Effective Time. The Merger shall be effected by the filing of articles of merger with the Secretaries of State of the States of North Carolina and Delaware in accordance with the provisions of Article 11 of the NCBCA and Section 252 of the DGCL, respectively. The Merger shall become effective on the date on which the articles or certificate of merger shall be filed with each of the Secretary of State of North Carolina and the Secretary of State of Delaware contemporaneously with the closing conducted pursuant to Section 1.4 of the Merger Agreement (the "Closing," as defined therein). The time and date when the Merger shall become effective is herein referred to as the "Effective Time."

1.3 Effect of the Merger. At the Effective Time, the Company shall be merged with and into Acquisition in accordance with this Plan of Merger; the separate existence of the

TRADEMARK

REEL: 003178 FRAME: 0614

Company shall cease; Acquisition shall be the surviving corporation (sometimes referred to herein as the "**Surviving Corporation**") and shall continue its corporate existence under the laws of the State of North Carolina, and shall thereupon and thereafter possess all of the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities, liabilities, and duties of each of the Company and Acquisition; all of the property, real, personal and mixed, and every other asset of each of Acquisition and the Company shall vest in the Surviving Corporation without further act or deed; and all other effects of the Merger specified in the NCBCA and the DGCL shall result therefrom. As of the Effective Time, the name of the Surviving Corporation shall be "SMG Marketing Group, Inc."

ARTICLE II
CONVERSION AND ISSUANCE OF SHARES

2.1 Conversion of Shares

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holders of shares of common stock of the Company ("**Company Common Stock**"), and subject to the withholding into escrow described in Section 2.2(c) below, each issued and outstanding share of Company Common Stock shall be converted into the right to receive shares of Common Stock of the Purchaser ("**Purchaser Common Stock**") such that each holder of shares of Company Common Stock shall be entitled to receive the number of shares of Purchaser Common Stock (less any fractional share, which shall be eliminated) determined by multiplying (A) the number of shares of Company Common Stock set forth opposite his or her name on Schedule 2.1 to the Merger Agreement by (B) the Conversion Factor (as defined below). In the event any certificate representing Company Common Stock shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Shareholder claiming such certificate to be lost, stolen or destroyed and the undertaking of corresponding indemnity reasonably satisfactory to the Purchaser, such Shareholder shall receive in the Merger such shares of Purchaser Common Stock as would otherwise have been deliverable to him or her in respect of the lost, stolen or destroyed certificate.

(b) For purposes of this Agreement:

(i) "**Average Share Price**" shall mean the average of the closing prices per share of Purchaser Common Stock on the Nasdaq National Market for the ten (10) trading days ending on the day which is one full trading day immediately preceding the Closing Date (as defined in Section 1.4 of the Merger Agreement).

(ii) "**Company Capitalization**" shall mean the Company's fully-diluted capitalization immediately prior to the Closing (treating all then-outstanding Stock Acquisition Rights (as defined in Section 10.1 of the Merger Agreement) for securities of the Company as fully exercised or converted into shares of Company Common Stock), comprised of 9,600 shares of Company Common Stock, as set forth on Schedule 2.3 to the Merger Agreement.

(iii) "**Conversion Factor**" shall mean the number (rounded to five decimal places) determined by dividing the Total Number of Purchaser Shares (as defined below) by the Company Capitalization. In the event that between the date of the Merger

Agreement and the Closing Date, the Purchaser shall change the number of shares of Purchaser Common Stock that are issued and outstanding as a result of any stock split, stock dividend or similar recapitalization, the figures and calculations used to determine the Conversion Factor each shall be proportionately adjusted correspondingly.

(iv) **"Shares Adjustment"** shall mean the number of Purchaser Shares (less any fractional share, which shall be eliminated) determined by dividing an amount equal to the absolute value of the difference between (A) the sum of all Indebtedness (as defined in the Merger Agreement) of the Company as of the Closing Date (as defined in the Merger Agreement), and (B) the amount, if any, in the Company's Accumulated Adjustments Account as of the Closing Date, by the Average Share Price. For purposes of calculating the Shares Adjustment, (x) the Indebtedness of the Company shall exclude the Company's letter of credit securing the payments under its office lease, so long as not drawn upon (**"Adjusted Indebtedness"**), and (y) the Adjusted Indebtedness and the amount in the Accumulated Adjustments Account shall be as set forth on a pro-forma statement as of the Closing Date that the Company will deliver to the Purchaser in accordance with Section 5.16 of the Merger Agreement.

(v) **"Total Number of Purchaser Shares"** shall mean the number of Purchaser Shares (less any fractional share, which shall be eliminated) determined by dividing Forty-Five Million Dollars (\$45,000,000) by the Average Share Price (with a resulting quotient of not less than 1,000,000 nor more than 1,300,000), then either (A) subtracting the Shares Adjustment if Adjusted Indebtedness is more than the Accumulated Adjustments Account or (B) adding the Shares Adjustment if Adjusted Indebtedness is less than the Accumulated Adjustments Account.

(c) Each share of Company Common Stock shall cease to be outstanding, automatically be canceled and retired, and cease to exist; and each holder of a certificate representing any Company Common Stock (each, a **"Company Certificate"**) shall cease to have any rights with respect thereto, except the right to receive the number of shares of Purchaser Common Stock specified herein upon the surrender of such Company Certificate in accordance with Section 2.2(a) below.

2.2 Surrender of Company Certificates; Issuance of Stock

(a) Surrender of Company Certificates.

(i) At the Closing (or thereafter, in the case of Company Certificates not surrendered prior to the Closing), each Company Certificate shall be canceled and exchanged and, simultaneously with such cancellation and exchange, a new certificate shall be issued representing the number of shares of Purchaser Common Stock into which the Company Common Stock formerly represented by the surrendered certificate shall have been converted in the Merger in accordance with Section 2.1 hereof.

(ii) Promptly after the Effective Time, the Purchaser (or its transfer agent) shall mail to each holder of record of shares of Company Common Stock converted into the right to receive shares of Purchaser Common Stock by virtue of the Merger, but not previously surrendered, instructions for effecting the surrender of the corresponding Company

Certificates in exchange for certificates representing the shares of Purchaser Common Stock to which such holder becomes entitled by virtue of the Merger.

(b) No Further Ownership Rights in Company Common Stock. The shares of Purchaser Common Stock issued upon the surrender for exchange of Company Certificates in accordance with the terms of the Merger Agreement and this Plan of Merger shall be deemed to have been issued at the Closing in full satisfaction of all rights pertaining to the Company Common Stock represented thereby. From and after the Closing, the stock transfer books of the Company shall be closed, and there shall be no further registration or transfers on the stock transfer books of the Company of Company Common Stock.

(c) Issuances into Escrow. When making the issuances required by Section 2.1 above, and notwithstanding any provision therein to the contrary, the Purchaser shall withhold from the Shareholders (on a pro rata basis according to their respective interests therein) and deliver to the Escrow Agent (as defined in the Escrow Agreement and referred to in Section 1.3 of the Merger Agreement) five percent (5%) of the aggregate number of shares of Purchaser Common Stock issuable pursuant to Section 2.1 above (the "Escrow Fund"), to be held and distributed by the Escrow Agent pursuant to the terms of the Merger Agreement and the Escrow Agreement attached as Exhibit B to the Merger Agreement (the "Escrow Agreement"). All such shares shall be issued in the name of the Escrow Agent, as escrow agent under the Escrow Agreement.

ARTICLE III ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS

3.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation shall be identical to the Articles of Incorporation and Bylaws of Acquisition in effect immediately prior to the Effective Time, until thereafter amended as provided by applicable law, except that Article I thereof shall be amended in its entirety to read as follows: "I. The name of the corporation is "SMG Marketing Group, Inc."

3.2 Directors and Officers. The size of the Board of Directors of the Surviving Corporation shall be fixed at one (1) director, subject to later changes as permitted by the Surviving Corporation's Articles of Incorporation and Bylaws. The sole director of the Surviving Corporation shall be James L. Bierman, who shall hold office until his respective death, resignation, retirement, removal or disqualification, or until his respective successor shall have been elected and qualified as provided in the Bylaws of the Surviving Corporation or by applicable law. The officers of the Surviving Corporation shall be as listed below, each holding office until his or her respective death, resignation, retirement, removal or disqualification, or until his or her respective successor has been duly elected and qualified as provided in the Bylaws of the Surviving Corporation or by applicable law:

President and Vice President
Secretary and Treasurer
Assistant Secretary

James L. Bierman
John S. Russell
Tom Perkins

ARTICLE IV
FURTHER ASSURANCES; TERMINATION AND AMENDMENT; COUNTERPARTS

4.1 **Further Assurances.** At the Closing and thereafter, each party hereto will execute such further documents and instruments and take such further actions as may reasonably be requested by one or more of the others to consummate the Merger; to vest the Surviving Corporation with full title to all assets, properties, rights, approvals, immunities and franchises of the Company; and to effect the other purposes of the Merger Agreement and this Plan of Merger.

4.2 **Termination.** This Plan of Merger shall terminate automatically if the Merger Agreement shall be terminated pursuant to Section 9.1 thereof.

4.3 **Amendment.** This Plan of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

4.4 **Counterparts.** This Plan of Merger may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

[signature page to Plan of Merger]

IN WITNESS WHEREOF, the parties have caused their respective corporate names to be hereunder subscribed by their respective officers thereunto duly authorized, all as of the day and year first above written.

QUINTILES TRANSNATIONAL CORP.

By: _____
Name: James L. Bierman
Title: Senior Vice President,
Corporate Development

SMG MARKETING GROUP, INC.

By: 
Name: John A. Henderson
Title: President

SMG ACQUISITION CORP.

By: _____
Name: James L. Bierman
Title: Vice President

N:\4778.71\pinmerg4.gwa.doc


TRADEMARK
REEL: 003178 FRAME: 0619

[signature page to Plan of Merger]

IN WITNESS WHEREOF, the parties have caused their respective corporate names to be hereunder subscribed by their respective officers thereunto duly authorized, all as of the day and year first above written.

QUINTILES TRANSNATIONAL CORP.

SMG MARKETING GROUP, INC.

By: 
Name: James L. Bierman
Title: Senior Vice President,
Corporate Development

By: _____
Name: John A. Henderson
Title: President

SMG ACQUISITION CORP

By: 
Name: James L. Bierman
Title: Vice President

N:\4775.71\plnmerg4.gwa.doc