

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Univera Holding Company, Inc.		12/15/2000	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Univera, Inc.
Street Address:	100 Technology Drive, Ste 160
City:	Bloomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1966644	HILLTOP GARDENS

CORRESPONDENCE DATA

Fax Number: (303)268-0065
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-268-0066
 Email: firm@sbiplaw.com
 Correspondent Name: Thomas D. Bratschun
 Address Line 1: 1745 Shea Center Drive, Suite 330
 Address Line 4: Highlands Ranch, COLORADO 80129

ATTORNEY DOCKET NUMBER:	HIL.03-TM
NAME OF SUBMITTER:	Thomas D. Bratschun
Signature:	/TD Bratschun/

OP \$40.00 1966644

Date:

02/28/2006

Total Attachments: 9

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State of Delaware
Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"UNIVERA HOLDING COMPANY, INC.", A TEXAS CORPORATION, WITH AND INTO "UNIVERA, INC." UNDER THE NAME OF "UNIVERA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2000, AT 3:30 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2001.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3329557 8100M

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Edward J. Freel, Secretary of State

AUTHENTICATION: 0882576

DATE: 12-28-00

TRADEMARK
REEL: 003255 FRAME: 0490

CERTIFICATE OF MERGER

UNIVERA HOLDING COMPANY, INC.
a Texas corporation

INTO

UNIVERA, INC.
a Delaware corporation

Pursuant to the provisions of Section 252 of the Delaware General Corporation Law and Part 5.04 of the Texas Business Corporation Act, the undersigned corporations certify that each has approved, adopted, certified, executed and acknowledged the following Certificate of Merger for the purpose of merging Univera Holding Company, Inc., a Texas corporation ("UHCI"), with and into Univera, Inc., a Delaware corporation ("Univera").

1. On December 15, 2000 the Agreement and Plan of Merger (the "Plan"), attached as Exhibit A hereto, was approved, adopted, certified, executed and acknowledged by the stockholders of each of the undersigned corporations in the manner prescribed by the Delaware General Corporation Law and the Texas Business Corporation Act.
2. The name of the Surviving Corporation shall be Univera, Inc., a Delaware corporation.
3. The Certificate of Incorporation of Univera shall be the Certificate of Incorporation of the Surviving Corporation.
4. The executed Plan is on file at the principal place of business of Univera, which is 100 Technology Drive, Suite 325, Broomfield, CO 80021.
5. A copy of the Plan will be furnished by Univera, on request and without cost, to any stockholder of UHCI or Univera.
6. The authorized capital of Univera consists of 500 shares of common stock, \$.01 par value per share, and 500 shares of preferred stock, \$.01 par value.
7. The merger will be effective on January 1, 2001.

Dated this 15th day of December 2000.

UNIVERA HOLDING COMPANY, INC.,
a Texas corporation



By: _____
Name: Han-Yong Sung
Title: President and Chief Executive Officer

ATTEST:


Sharen A. Pflughoeft, Secretary

UNIVERA, INC.,
a Delaware corporation



By: _____
Name: Han-Yong Sung
Title: President and Chief Executive Officer

ATTEST:


Sharen A. Pflughoeft, Secretary

I, Sharen A. Pflughoeft, Secretary of Univera, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation, and having been signed on behalf of Univera Holding Company, Inc., a corporation of the State of Texas, was duly adopted pursuant to Sections 252 and 228 of the General Corporation Law of Delaware by the unanimous written consent of the stockholders holding 100 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said corporation.

WITNESS my hand on this 15th day of December, 2000.


Sharen A. Pflughoeft, Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

OF

**UNIVERA HOLDING COMPANY, INC.
A TEXAS CORPORATION**

AND

**UNIVERA, INC.
A DELAWARE CORPORATION**

Executed December 15, 2000

AGREEMENT AND PLAN OF MERGER
OF
UNIVERA HOLDING COMPANY, INC., A TEXAS CORPORATION
AND
UNIVERA, INC., A DELAWARE CORPORATION

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of December 15, 2000, made and entered into by and between Univera Holding Company, Inc., a Texas corporation ("UHCI"), and Univera, Inc., a Delaware corporation ("Univera").

WITNESSETH:

WHEREAS, UHCI is a corporation organized and existing under the laws of the State of Texas, having been incorporated on April 27, 1988; and

WHEREAS, Univera is a wholly-owned subsidiary corporation of UHCI, having been incorporated on December 13, 2000; and

WHEREAS, the respective Boards of Directors of UHCI and Univera have determined that it is desirable and in the best interests of each such corporation that UHCI merge with and into Univera (the "Merger") as authorized by the statutes of the State of Delaware and the State of Texas and upon the terms and subject to the conditions of this Agreement; and

WHEREAS, the parties intend by this Agreement to effect a reorganization under Section 368 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that UHCI shall be merged into Univera upon the terms and conditions set forth below.

ARTICLE I
MERGER

On the effective date of the Merger (the "Effective Date"), as provided herein, UHCI shall be merged into Univera, the separate existence of UHCI shall cease and Univera (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist under the name of Univera, Inc. by virtue of, and shall be governed by, the laws of the State of Delaware. The address of the registered office of the Surviving Corporation in the State of Delaware will be Corporation Trust Center, 1209 Orange Street, in the County of New Castle, in the City of Wilmington, Delaware 19801.

ARTICLE II
CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

The name of the Surviving Corporation shall be "Univera, Inc." The Certificate of Incorporation of Univera as in effect immediately prior to the Effective date shall be the Certificate of Incorporation of the Surviving Corporation without change, unless and until amended in accordance with Article VIII of this Agreement or otherwise amended in accordance with applicable law.

ARTICLE III
BYLAWS OF THE SURVIVING CORPORATION

The Bylaws of Univera as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Corporation without change, unless and until amended in accordance with applicable law.

ARTICLE IV
EFFECT OF MERGER ON STOCK OF CONSTITUTENT CORPORATIONS

4.1 On the Effective Date, each outstanding share of Common Stock of UHCI, each class being without par value per share (collectively, the "Common Stock"), other than the shares, if any, for which appraisal rights shall be perfected under Articles 5.12 and 5.13 of the Texas Business Corporation Act ("TBCA"), shall be converted into one share of Common Stock, \$.01 par value per share, of Univera (collectively, the "Univera Common Stock"), and each outstanding share of Univera Common Stock held by UHCI shall be retired and canceled. The shares of Univera Common Stock shall be identical to the shares of UHCI Common Stock in all other aspects.

4.2 After the Effective Date, (i) certificates representing shares of the Common Stock will represent shares of Univera Common Stock, and (ii) certificates representing shares of the Preferred Stock will represent shares of Univera Preferred Stock, and upon surrender of the same to the transfer agent for Univera, the holder thereof shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Univera Common Stock or Univera Preferred Stock into which such shares of Common Stock or Preferred Stock shall have been converted pursuant to Article 4.1 of this Agreement.

ARTICLE V
CORPORATE EXISTENCE, POWERS AND LIABILITIES
OF THE SURVIVING CORPORATION

5.1 On the Effective Date, the separate existence of UHCI shall cease. UHCI shall be merged with and into Univera, the Surviving Corporation, in accordance with the provisions of this Agreement. Thereafter, Univera shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; all singular rights, privileges, powers and franchises of UHCI and Univera, and all property, real, personal and mixed and all debts due to each of them on whatever account, shall be vested in Univera; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the

property of Univera, the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise, vested in UHCI and Univera, or either of them, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon the property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of UHCI, shall thenceforth attach to Univera, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

5.2 UHCI agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, immunities, powers, purposes and franchises, and all and every other interest of UHCI and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI OFFICERS AND DIRECTORS OF SURVIVING CORPORATION

6.1 The officers and directors of Univera shall be the officers and directors of the Surviving Corporation after the Effective Date, and such persons shall hold office in accordance with the Bylaws of the Surviving Corporation until their respective successors shall have been appointed or elected.

6.2 If upon the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation, such vacancy shall be filled in the manner provided by the Bylaws of the Surviving Corporation.

ARTICLE VII DISSENTING SHARES

Holders of shares of Common Stock who have complied with all requirements for perfecting their rights of appraisal set forth in Articles 5.12 and 5.13 of the TBCA shall be entitled to their rights under Texas law. Univera shall be obligated for the payment of fair value of any shares held by a shareholder of UHCI who has complied with Article 5.12 of the TBCA.

ARTICLE VIII APPROVAL BY SHAREHOLDERS, EFFECTIVE DATE, CONDUCT OF BUSINESS PRIOR TO EFFECTIVE DATE

8.1 Promptly after the approval of this Agreement by the requisite number of shareholders of UHCI, the respective Board of Directors of UHCI and Univera will cause their duly authorized officers to make and execute Articles of Merger and a Certificate of Merger or other applicable certificates or documentation effecting this Agreement and shall cause the same to be filed with the Secretaries of State of Texas and Delaware, respectively, in accordance with the TBCA and the Delaware General Corporation Law (the "DGCL"). This Merger shall become effective on January 1, 2001.

8.2 The boards of directors of UHCI and Univera may amend this Agreement and the Certificate of Incorporation of the Surviving Corporation at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of the Merger by the shareholders of UHCI may not (i) change the assessment or type of shares to be received in exchange for or on conversion of the shares of the Common Stock; or (ii) change any term of the terms and conditions of this Agreement if such change would adversely affect the holders of the Common Stock.

ARTICLE IX TERMINATION OF MERGER

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date, whether before or after shareholder approval of this Agreement, by the consent of the boards of directors of UHCI and Univera.

ARTICLE X MISCELLANEOUS

10.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

10.2 **Expenses.** If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, UHCI shall pay all expenses incurred in connection with all the proceedings taken in respect of this Merger Agreement or relating thereto.

10.3 **Agreement.** An executed copy of this Merger Agreement will be on file at the principal place of business of the Surviving Corporation at 100 Technology Drive, Suite 325, Broomfield, Colorado, and, upon request and without cost, a copy thereof will be furnished to any shareholders.

10.4 **Counterparts.** This Merger Agreement 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.