

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BCon WSA International, Inc.		03/31/2004	CORPORATION: CALIFORNIA
BCon LIFO International, Inc.		03/31/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Business Consultants Network, Inc.
Street Address:	401 Marina Boulevard
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3011308	RADICAL COLLABORATION
Registration Number:	2896094	
Registration Number:	2005697	THE HUMAN ELEMENT
Registration Number:	1958869	WILL SCHUTZ ASSOCIATES

CORRESPONDENCE DATA

Fax Number: (510)295-2401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 510-841-9800
 Email: trademarks@campcobalt.com
 Correspondent Name: Katherine C. Spelman
 Address Line 1: 819 Bancroft Way
 Address Line 4: Berkeley, CALIFORNIA 94710

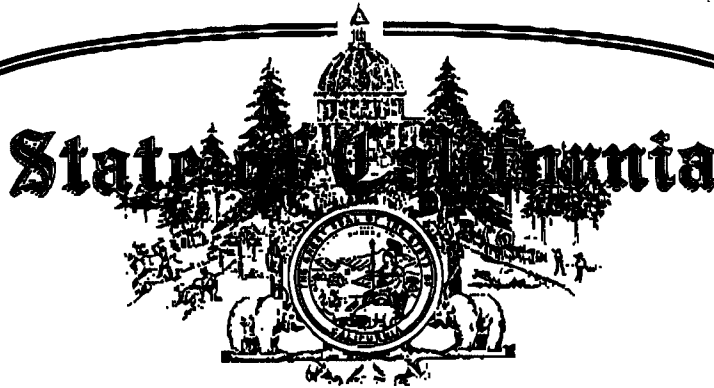
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ATTORNEY DOCKET NUMBER:	BCON/GENERAL TRADEMARK
NAME OF SUBMITTER:	Attorney for Registrant
Signature:	/Katherine C. Spelman/
Date:	03/15/2006

Total Attachments: 14

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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 13 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

APR - 1 2004



Kevin Shelley
Secretary of State

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

MAR 31 2004

AGREEMENT OF MERGER

KEVIN SHELLEY
Secretary of State

This Agreement of Merger is made and entered into as of March 31, 2004, between Business Consultants Overseas Network, Inc., a California corporation, hereinafter sometimes called BCon USA, with its principal office at 401 Marina Boulevard, South San Francisco, California 94080; BCon WSA International, Inc., a California corporation, hereinafter sometimes called WSA, with its principal office at 401 Marina Boulevard, South San Francisco, California 94080; and BCon LIFO International, Inc., a California corporation, hereinafter sometimes called LIFO, with its principal office at 6100 Center Drive, Suite 660, Los Angeles, California 90045, all three corporations being hereinafter sometimes collectively called the Constituent Corporations.

WHEREAS, in order to increase business competitiveness through common management, to eliminate duplicate costs and to benefit from the combined size of the Constituent Corporations, the Boards of Directors of the Constituent Corporations deem it advisable that these corporations merge in accordance with California Corporations Code (the "Code") Section 1100 *et seq.* and they have duly approved and authorized the form of this Agreement of Merger; and

WHEREAS the Constituent Corporations desire to merge under and pursuant to the said provisions of the Code.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, the Constituent Corporations agree as follows:

1. Constituent Corporations. Each of the Constituent Corporations represents as follows:

(a) BCon USA represents that it is a corporation duly organized and existing under the laws of the State of California, having been incorporated on December 26, 2000, and having an authorized capital stock consisting of 100 shares, all of which are of one class with no par value, of which shares 100 shares are issued and outstanding, all of which are owned by Business Consultants, Inc., a Japanese corporation ("BCon").

(b) WSA represents that it is a corporation duly organized and existing under the laws of the State of California, having been incorporated on July 17, 1980, and having an authorized capital stock consisting of 25,000 shares, all of which are of one class with no par value, of which shares 2,000 shares are issued and outstanding, all of which are owned by BCon.

(c) LIFO represents that it is a corporation duly organized and existing under the laws of the State of California, having been incorporated on June 9, 1976, and having an authorized capital stock consisting of 100,000 shares, all of which are of one class with a par value of \$1.00 per share, of which shares 1,000 shares are issued and outstanding, all of which are owned by BCon.

2. Merger.

(a) WSA and LIFO (collectively, "Disappearing Corporations") shall be and they hereby are merged into BCon USA (the "Merger"), which shall be the surviving corporation, as that term defined in the Code, to the Merger. The name of the surviving corporation, which is sometimes hereinafter referred to as the Surviving Corporation, shall, from and after the Effective Date (defined in Section 5 below), be Business Consultants Network, Inc.

(b) This Agreement of Merger is intended to be and is adopted as the Constituent Corporations' plan of reorganization within the meaning of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). For U.S. federal income tax purposes, the merger of WSA with and into BCon USA and that of LIFO with and into BCon USA are each intended to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code. Accordingly, the Merger is intended to result in no recognizable gain or loss for U.S. federal income tax purposes to BCon USA, WSA, LIFO, or BCon, except as may be required under Section 357(c) of the Internal Revenue Code.

3. Articles of Incorporation.

(a) Upon the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be amended as set forth in this Section 3.

(b) Article I of the Articles of Incorporation of the Surviving Corporation shall be amended in its entirety to read as follows:

"The name of the corporation is Business Consultants Network, Inc."

(c) Except as amended in subsection (b), the Articles of Incorporation of the Surviving Corporation shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended as provided therein or as provided by law.

4. Officers and Directors. The directors and officers of BCon USA holding office immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, to hold office until their respective successors have been duly elected and qualified.

5. Effective Date of Merger.

(a) Provided that this Agreement of Merger is not abandoned, the effective date of the Merger (the "Effective Date") shall be at the close of business on the date when this Agreement of Merger with officers' certificates attached is duly filed in the Office of the California Secretary of State in accordance with Section 1103 of the Code.

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of BCon USA shall continue unaffected and unimpaired by the Merger; and the corporate identities, existences, purposes, powers, objects, franchises, rights, and immunities of WSA and LIFO shall be continued in and merged into BCon USA and BCon USA shall be fully vested therewith.

6. Shares.

(a) As BCon, the sole shareholder of the respective Constituent Corporations, will own all the issued and outstanding shares of BCon USA upon the Merger, BCon USA shall not issue any shares to BCon upon the Merger so that the Merger may be completed in an efficient manner.

(b) As of the Effective Date, by virtue of the Merger and without any action on the part of any shareholder thereof each share of Disappearing Corporations issued and outstanding immediately prior to the Effective Date shall be cancelled without consideration and retired.

(c) The shares of the Surviving Corporation outstanding immediately prior to the Effective Date shall not be changed by reason of the Merger.

(d) After the Effective Date and on or after the date fixed for such purpose by the Board of Director of the Surviving Corporation, BCon shall surrender an outstanding certificate or certificates theretofore representing stock of WSA or LIFO to the Surviving Corporation or an agent duly appointed by the Surviving Corporation.

(e) It is the understanding of the Constituent Corporations that BCon has no present plan or intention to sell, exchange, or otherwise dispose of shares of BCon USA that it owns.

7. Effect of Merger. Upon the Effective Date:

(a) The Surviving Corporation 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, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provide by law;

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other things in action or belonging to the Constituent Corporations; and

(c) All property, rights, privileges, powers, and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such lines immediately prior to the Effective Date; and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

8. Tax and Accounting Matters.

(a) In connection with the Merger, the Constituent Corporations confirm as follows:

(i) BCon USA will acquire at least 90 percent of the fair market value of the net assets and at least 70 percent of the fair market value of the gross assets held by each of the Disappearing Corporations immediately prior to the Merger. For purposes of the foregoing, amounts paid by the Disappearing Corporations to pay their reorganization expenses, and all redemptions and distributions (except for regular, normal dividends) made by the Disappearing Corporations immediately prior to the Effective Date will be included as assets of the respective Disappearing Corporations held immediately prior to the Effective Date;

(ii) The liabilities of the Disappearing Corporations were incurred by the Disappearing Corporations in the ordinary course of their respective business and are associated with the assets transferred in the Merger;

(iii) The Constituent Corporations and BCon will pay their respective expenses, if any, incurred in connection with the Merger;

(iv) There is no intercorporate indebtedness existing between BCon USA and the Disappearing Corporations that was issued, acquired, or will be settled at a discount;

(v) No two parties to the Merger are investment companies as defined in Sections 368(a)(2)(F)(iii) and (iv) of the Internal Revenue Code;

(vi) The fair market value of the assets of each of the Disappearing Corporations transferred to BCon USA will equal or exceed the sum of the respective Disappearing Corporations' liabilities assumed by BCon USA, plus the amount of liabilities, if any, to which the transferred assets are subject;

(vii) The Disappearing Corporations are not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Internal Revenue Code;

(viii) The shares of the Constituent Corporations are not a U.S. real property interest within the meaning of Section 897 of the Internal Revenue Code;

(ix) The Constituent Corporations have not taken any action or failed to take any action where such failure to take action could cause the merger of WSA with and into BCon USA or that of LIFO with and into BCon USA to fail to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code; and

(x) Statements required to be filed under Section 368 of the Internal Revenue Code shall be filed in the name of each Constituent Corporation in a timely manner.

(b) BCon USA represents that:

(i) It has no present plan or intention to redeem any of its shares;

(ii) It has no present plan or intention to sell or otherwise dispose of any of the assets of the Disappearing Corporations, except for dispositions made in the ordinary course of business;

(iii) Following the Merger, BCon USA will continue the historic business of the Disappearing Corporations or use a significant portion of each of the Disappearing Corporations' historic business assets in a business; and

(iv) At the time of the Merger, BCon USA will not have any outstanding warrants, options, convertible securities, or any other type of right pursuant to which any person could acquire shares of BCon USA.

9. Delivery of Deeds and Instruments. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in this Section and otherwise to carry out the intent and purposes of this Agreement of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

10. Abandonment of Merger. Any time prior to the Effective Date, this Agreement of Merger may be abandoned without further obligation or liability by any of the Constituent Corporations, notwithstanding approval of the merger by their shareholders.

11. Miscellaneous.

(a) In the event that any provision of this Agreement of Merger is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, then such provision shall be deemed modified or reformed to the extent necessary to render such provision valid, binding and enforceable to the fullest extent permitted by law in such jurisdiction. The validity, binding effect or enforceability of the remaining provisions of this Agreement of Merger shall not be impaired or affected thereby, and such remaining provisions shall continue in full force and effect.

(b) No waiver of any breach of any provision of this Agreement of Merger shall be deemed to be effective unless set forth in writing and executed by the party against whom such waiver is sought to be enforced. No waiver in any one instance shall be deemed to be a waiver in any other instance, whether or not similar. No failure to exercise and no delay in exercising any right, power or privilege hereunder shall be deemed to constitute a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege hereunder or otherwise afforded by applicable law or in equity.

(c) This Agreement of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The titles used in this Agreement of Merger are used for convenience only and are not to be considered in construing or interpreting this Agreement of Merger.

(e) This Agreement of Merger shall be governed by, construed and enforced in accordance with the laws of the State of California, without reference to the conflicts-of-law or choice-of-law principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement of Merger to be signed by their respective duly authorized officers as of the date first written above.

BUSINESS CONSULTANTS OVERSEAS NETWORK, INC.

By: Shogo Saito

Title: President

Name: Shogo Saito

By: Tetsuji Yokozeki

Title: Secretary

Name: Tetsuji Yokozeki

BCON WSA INTERNATIONAL, INC.

By: Shogo Saito

Title: President

Name: Shogo Saito

By: Tetsuji Yokozeki

Title: Secretary

Name: Tetsuji Yokozeki

BCON LIFO INTERNATIONAL, INC.

By: Allan Katcher

Title: President

Name: Allan Katcher

By: Kazuhiro Suzuki

Title: Secretary

Name: Kazuhiro Suzuki

OFFICERS' CERTIFICATE

BUSINESS CONSULTANTS OVERSEAS NETWORK, INC.

a California corporation

Shogo Saito and Tetsuji Yokozeki hereby certify that:

1. They are the duly appointed President and Secretary, respectively, of the above named corporation (the "Corporation").

2. This certificate is attached to the Agreement of Merger dated as of March 31, 2004 (the "Agreement of Merger"), providing for the merger of the Corporation with BCon WSA International, Inc. and BCon LIFO International, Inc., with the Corporation as the surviving corporation.

3. The Agreement of Merger in the form attached has been approved by the board of directors of the Corporation.

4. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by the vote of a number of shares of each class which equaled or exceeded the vote required. Each class of shares, the total number of outstanding shares of each class entitled to vote on the merger and the percentage vote required of each class are as follows:

Name of Class	Total Number of Outstanding Shares Entitled to Vote	Percentage Vote Required
Common	100	51%

[SIGNATURES ON FOLLOWING PAGE]

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our knowledge.

The undersigned have executed this certificate this 31st day of March 2004.

By: Shogo Saito
Name: Shogo Saito
Title: President

By: Tetsuji Yokozeki
Name: Tetsuji Yokozeki
Title: Secretary

SanFrancisco/119747.3
63457.00001

OFFICERS' CERTIFICATE

BCON WSA INTERNATIONAL, INC.

a California corporation

Shogo Saito and Tetsuji Yokozeki hereby certify that:

1. They are the duly appointed President and Secretary, respectively, of the above named corporation (the "Corporation").
2. This certificate is attached to the Agreement of Merger dated as of March 31, 2004 (the "Agreement of Merger"), providing for the merger of Business Consultants Overseas Network, Inc. ("BCon USA") with the Corporation and BCon LIFO International, Inc., with BCon USA as the surviving corporation.
3. The Agreement of Merger in the form attached has been approved by the board of directors of the Corporation.
4. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by the vote of a number of shares of each class which equaled the vote required. Each class of shares, the total number of outstanding shares of each class entitled to vote on the merger and the percentage vote required of each class are as follows:

Name of Class	Total Number of Outstanding Shares Entitled to Vote	Percentage Vote Required
Common	2,000	100%

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

[SIGNATURES ON FOLLOWING PAGE]

The undersigned have executed this certificate this 31st day of March 2004.

By: Shogo Saito
Name: Shogo Saito
Title: President

By: Tetsuji Yokozeki
Name: Tetsuji Yokozeki
Title: Secretary

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OFFICERS' CERTIFICATE

BCON LIFO INTERNATIONAL, INC.

a California corporation

Allan Katcher and Kazuhiro Suzuki hereby certify that:

1. They are the duly appointed President and Secretary, respectively, of the above named corporation (the "Corporation").

2. This certificate is attached to the Agreement of Merger dated as of March 31, 2004 (the "Agreement of Merger"), providing for the merger of Business Consultants Overseas Network, Inc. ("BCon USA") with the Corporation and BCon WSA International, Inc., with BCon USA as the surviving corporation.

3. The Agreement of Merger in the form attached has been approved by the board of directors of the Corporation.

4. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by the vote of a number of shares of each class which equaled the vote required. Each class of shares, the total number of outstanding shares of each class entitled to vote on the merger and the percentage vote required of each class are as follows:

Name of Class	Total Number of Outstanding Shares Entitled to Vote	Percentage Vote Required
Common	1,000	100%

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

[SIGNATURES ON FOLLOWING PAGE]

The undersigned have executed this certificate this 31st day of March 2004.

By: *Allan Katcher*
Name: Allan Katcher
Title: President

By: *Kazuhiro Suzuki*
Name: Kazuhiro Suzuki
Title: Secretary



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