

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/16/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
eProject, Inc.		06/16/2005	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

Name:	eProject, Inc.
Street Address:	1008 Western Avenue, Suite 500
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78543483	EPROJECT
Registration Number:	2515884	EPROJECT.COM
Registration Number:	2542200	E EPROJECT.COM
Registration Number:	2542201	E PROJECT.COM
Registration Number:	2521357	EPROJECT.COM

**CORRESPONDENCE DATA**

Fax Number: (206)628-7699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (206) 628-7720  
 Email: catherinemaxson@dwt.com  
 Correspondent Name: Catherine E. Maxson  
 Address Line 1: Davis Wright Tremaine LLP  
 Address Line 2: 1501 Fourth Avenue, Suite 2600  
 Address Line 4: Seattle, WASHINGTON 98101

CH \$140.00 78543483

NAME OF SUBMITTER:	Kristine Fyfe, Davis Wright Tremaine LLP
Signature:	/kristinefyfe/
Date:	04/27/2006
<b>Total Attachments: 5</b> source=Certificate of Merger - eProject, Inc. WA to DE#page1.tif source=Certificate of Merger - eProject, Inc. WA to DE#page2.tif source=Certificate of Merger - eProject, Inc. WA to DE#page3.tif source=Certificate of Merger - eProject, Inc. WA to DE#page4.tif source=Certificate of Merger - eProject, Inc. WA to DE#page5.tif	

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

EPROJECT, INC.

DE Profit Corporation

UBI: 602-513-028

Filing Date: June 16, 2005

Merging Entities:

601-805-216

EPROJECT, INC.



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 003298 FRAME: 0361

**ARTICLES OF MERGER  
OF  
EPROJECT, INC., a Washington corporation and EPROJECT, INC., a Delaware  
corporation**

Pursuant to RCW 23B.11.050 of the Washington Business Corporation Act, the undersigned corporations hereby adopt the following Articles of Merger.

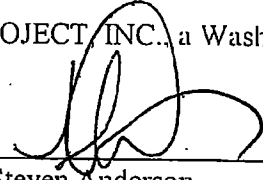
FILED  
SECRETARY OF STATE  
**JUN 16 2005**  
STATE OF WASHINGTON

1. **Plan of Merger.** The Plan of Merger is attached to these Articles and is incorporated hereby by reference.

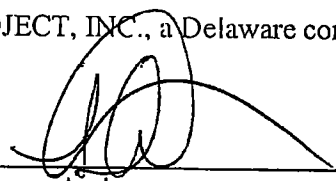
2. **Shareholder Approval.** The merger was duly approved by the shareholders of eProject, Inc., pursuant to RCW 23B.11.030. Shareholder approval of the Plan of Merger by the shareholders of Newco shareholders is not required pursuant to Section 253 of the General Corporation Law of the State of Delaware.

DATED this 16th day of June, 2005.

EPROJECT, INC., a Washington corporation

By   
\_\_\_\_\_  
Steven Anderson  
Its: President

EPROJECT, INC., a Delaware corporation

By   
\_\_\_\_\_  
Steven Anderson  
Its: President

**PLAN OF MERGER**  
**Between**  
**ePROJECT, INC., a Washington corporation and ePROJECT, INC., a Delaware**  
**corporation.**

This Plan of Merger is entered into by and between eProject, Inc., a Washington corporation ("eProject"), and eProject, Inc., a Delaware corporation ("Newco"), and shall be effective as of 3 p.m. on June 16, 2005 (the "Effective Date").

1. eProject shall be merged into Newco (the "Merger"), which shall be the surviving corporation (the "Surviving Corporation").
2. Upon the Effective Date of the Merger, the separate existence of eProject shall cease, and Newco shall become the owner of all the rights and property of eProject and shall be subject to all its debts and liabilities.
3. The method of converting the shares of eProject into shares of Newco shall be as follows:
  - (a) Each one (1) share of eProject Series A Preferred Stock outstanding immediately prior to the Effective Date of this Plan of Merger shall be automatically converted into the right to receive one (1) share of common stock of Newco, subject to adjustment as described below; and
  - (b) Each ten (10) shares of eProject Common Stock outstanding immediately prior to the Effective Date of this Plan of Merger shall be automatically converted into the right to receive one (1) share of common stock of Newco, subject to adjustment as described below;
  - (c) Upon the Effective Date of this Plan of Merger, Newco shall withhold from each holder of eProject capital stock ("eProject Shareholder(s)") such eProject Shareholder's pro rata portion of the shares to be issued in the Merger and held in escrow and as soon as reasonably practicable, Newco will cause to be deposited with U.S. Bank, N.A. (the "Escrow Agent") one or more certificates representing the shares to be held in escrow according to the terms of that certain Escrow Agreement by and among the Escrow Agent, Newco, the Investors listed on Exhibit A to the Escrow Agreement (the "Note Investors"), Constellation Real Technologies and the representative of the eProject Shareholders (and following the Effective Date, Newco), dated as of June 17, 2005 (the "Escrow Agreement") (the "Escrow Shares"). The certificate or certificates representing the Escrow Shares shall be registered in the name of (or the name of a nominee of) the Escrow Agent, as Escrow Agent under the Escrow Agreement. The Escrow Shares shall be considered outstanding and held of record by the eProject Shareholders, and all voting rights in respect of such shares shall be held by and inure to the benefit of such holders. The certificates representing the Escrow Shares shall be held as security for the eProject Shareholders' indemnification obligations for Damages under the terms of the Escrow Agreement. Until issued

to the eProject Shareholders in accordance with the Escrow Agreement, any Escrow Shares shall not be assignable, transferable or otherwise disposable other than as described in the Escrow Agreement. The Escrow Shares shall be held and distributed in accordance with the provisions of the Escrow Agreement. Following the Effective Date, each eProject Shareholder will receive that portion of such eProject Shareholder's shares to be issued in the Merger which do not constitute Escrow Shares under the Escrow Agreement.

- (d) The Escrow Agent shall hold all such Escrow Shares in escrow pending the completion of the obligations of the eProject Shareholders pursuant to the Escrow Agreement; and
- (e) If and to the extent of any indemnity for damages or liabilities assessed pursuant to the Escrow Agreement, the aggregate number of shares of stock of Newco to be received by the eProject Shareholders shall be reduced by the number of shares of Newco common stock distributed to the Note Investors pursuant to Section 6(a) of the Escrow Agreement and each eProject Shareholder's number of shares shall be reduced pro rata.
- (f) Upon the Effective Date of this Merger, Newco shall not assume any outstanding option (collectively, the "eProject Options") to purchase eProject Common Stock granted under the eProject, Inc., 2002 Stock Option Plan (the "Plan") and shall not substitute any equivalent option or right for any such eProject Option and the eProject Board has determined that all outstanding eProject Options issued under the Plan shall be canceled, without any acceleration of vesting, if unexercised as of the Effective Date.
- (g) Upon the Effective Date of this Merger, Newco shall assume all outstanding warrants to purchase eProject Common Stock (collectively, the "eProject Common Warrants") and upon exercise of such eProject Common Warrants Newco shall substitute one share of common stock of Newco for each ten (10) shares of eProject Common Stock which would have been received upon exercise of such eProject Common Warrants immediately prior to the Effective Date of this Merger.
- (h) Upon the Effective Date of this Merger, Newco shall assume all outstanding warrants to purchase eProject Series A Preferred Stock (collectively, the "eProject Preferred Warrants") and upon exercise of such eProject Preferred Warrants Newco shall substitute one share of common stock of Newco for each one (1) shares of eProject Series A Preferred Stock which would have been received upon exercise of such eProject Preferred Warrants immediately prior to the Effective Date of this Merger.
- (i) Upon the Effective Date of this Merger, all shareholder agreements between the Company and its shareholders concerning the shares of eProject Common Stock and eProject Series A Preferred Stock, including, without limitation that certain

Shareholders Agreement dated October 7, 1999, shall be null and void and of no further effect.

4. The terms and conditions of the merger are as follows:
  - (a) The Certificate of Incorporation and Bylaws of the Surviving Corporation, shall continue in full force and effect.
  - (b) By approval of this Plan of Merger, each of the eProject Shareholders hereby appoints Samuel Long to serve as the agent for, and to act on behalf of, the eProject Shareholders with respect to the rights and obligations of the eProject Shareholders under the Escrow Agreement.

5. The directors of either merging corporation may, in their discretion, abandon the Merger, subject to the rights of third parties, without further action or approval by the shareholders of the corporation, at any time before the merger has been completed.

DATED this 16th day of June, 2005.

eProject, Inc., a Delaware corporation

By \_\_\_\_\_

Steven Anderson  
Its: President