

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Relevant Business Systems, Inc.		12/28/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Intuitive Manufacturing Systems, Inc.
Street Address:	12131 113th Ave. NE
Internal Address:	Suite 200
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98034
Entity Type:	CORPORATION: WASHINGTON

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78763574	INFIMACS II

**CORRESPONDENCE DATA**

Fax Number: (317)592-5453  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 317-236-2100  
 Email: ipdocket@icemiller.com  
 Correspondent Name: Bradley M. Stohry  
 Address Line 1: One American Square  
 Address Line 2: Suite 3100  
 Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	T03598US00
NAME OF SUBMITTER:	Bradley M. Stohry

OP \$40.00 78763574

Signature:	/bradleymstohry/
Date:	06/14/2007
<b>Total Attachments: 8</b> source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page1.tif source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page2.tif source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page3.tif source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page4.tif source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page5.tif source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page6.tif source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page7.tif source=Relevant - Merger documents regarding Intuitive's acquisition of Relevant#page8.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:

INTUITIVE MANUFACTURING SYSTEMS, INC.

WA Profit Corporation  
UBI: 601-533-213  
Filing Date: December 29, 2006

Merging Entities:

Not Qualified in WA RELEVANT BUSINESS SYSTEMS, 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: 003561 FRAME: 0059

12/29/2006 975169  
\$80.00 Credit  
Card #336348  
Tracking ID:  
1221754  
Doc No: 975169-002

FILED  
SECRETARY OF STATE  
SAM REED  
DECEMBER 29, 2006  
STATE OF WASHINGTON

**ARTICLES OF MERGER OF  
RELEVANT BUSINESS SYSTEMS, INC.**  
a Delaware Corporation,  
**WITH AND INTO**  
**INTUITIVE MANUFACTURING SYSTEMS, INC.,**  
a Washington Corporation

The undersigned corporation, organized and existing under the Washington Business Corporation Act (the "WBCA"),

DOES HEREBY CERTIFY:

FIRST: The Agreement and Plan of Merger, dated as of December 28, 2006 (the "Merger Agreement"), between Relevant Business Systems, Inc. ("Relevant") and Intuitive Manufacturing Systems, Inc. ("Intuitive") (the "Merger") is set forth as Exhibit A hereto in accordance with Section 23B.11.050 of the WBCA.

SECOND: Pursuant to Section 23B.11.040 of the WBCA, approval of the shareholders of Relevant and Intuitive is not required to approve the Merger or the Merger Agreement.

THIRD: The Merger will be effective as of 11:59 p.m. December 31, 2006

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IN WITNESS WHEREOF, Intuitive Manufacturing Systems, Inc., has caused these articles to be signed as of this 28<sup>th</sup> day of December, 2006.

**INTUITIVE MANUFACTURING  
SYSTEMS, INC.**

By: 

Name: *Katherine Kinder*  
Title: *VP, Finance*

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Exhibit A

**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of the 28<sup>th</sup> day of December, 2006 between Intuitive Manufacturing Systems, Inc., a Washington corporation ("Intuitive"), and its wholly owned subsidiary Relevant Business Systems, Inc., a Delaware corporation ("Relevant"). The two entities are hereinafter sometimes called the "Constituent Companies." Relevant is hereinafter also sometimes referred to as the "Merged Corporation", and Intuitive, as the surviving entity in the Merger (as defined below), is hereinafter also sometimes referred to as the "Surviving Corporation".

**WITNESSETH:**

WHEREAS, Relevant is a wholly owned subsidiary of Intuitive; and

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that Relevant be merged with and into Intuitive under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Revised Code of Washington and the Delaware General Corporation Law.

NOW, THEREFORE, the Constituent Companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: Relevant hereby merges (the "Merger") with and into Intuitive, with Intuitive being the surviving corporation in the Merger. The separate existence of Relevant shall cease at the Effective Time of the Merger in accordance with applicable law, and Intuitive shall continue in existence as the surviving entity, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities and franchises of Relevant in accordance with applicable law.

SECOND: The Certificate of Incorporation of Intuitive, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The terms and conditions of the Merger are as follows:

(a) At the Effective Date, all of the outstanding capital stock of the Merged Corporation outstanding immediately prior to the Merger and all rights in respect thereof, shall forthwith cease to exist and shall be cancelled, and the authorized capital stock of the Surviving Corporation immediately prior to the Merger shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Merger.

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Agreement and Plan of Merger - Page 2

(b) The By-laws of Intuitive as they shall exist at the Effective Time of the Merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(c) The directors of Intuitive at the Effective Time of the Merger shall remain the directors of the Surviving Corporation, each to continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(d) The officers of Intuitive at the Effective Time of the Merger shall remain the officers of the Surviving Corporation, each to continue in office until the next annual meeting of directors and until their successors shall have been elected and qualified.

(e) At and after the Effective Time of the Merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of either of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors and managers, as applicable, of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

(f) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Companies acquired by the Surviving Corporation by reason or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(g) This Agreement shall be submitted to the sole stockholder of the Merged Corporation and the sole stockholder of the Surviving Corporation as and to the extent required

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Agreement and Plan of Merger – Page 3

by applicable law. The Merger shall take effect as of 11:59 p.m. December 31, 2006 (the "Effective Time")

(h) All acts, plans, policies, approvals and authorizations of Relevant, its officers, directors, committees elected or appointed by the officers and directors, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on Relevant.

(i) From the Effective Time of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the entities that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement.

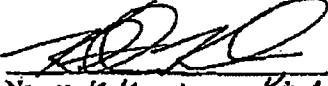
FOURTH: It is intended that this Agreement and Plan of Merger qualify as a liquidation in accordance with Sections 332, 334(b)(1) and 337 of the Internal Revenue Code of 1986, as amended.

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The undersigned authorized representatives of the Constituent Companies have executed and acknowledged this Agreement as of the date first set forth above.

INTUITIVE MANUFACTURING SYSTEMS, INC.

By:   
Name: Katherine Kinder  
Title: VP, Finance

RELEVANT BUSINESS SYSTEMS, INC.

By:   
Name: Katherine Kinder  
Title: VP, Finance

Relevant into Intuitive Merger