

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Convercent, Inc.		01/01/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Business Controls, Inc.
Street Address:	7810 Shaffer Parkway
Internal Address:	Suite 125
City:	Littleton
State/Country:	COLORADO
Postal Code:	80127
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3084390	MYSAFEWORKPLACE ANONYMOUS INCIDENT REPORTING SYSTEMS
Serial Number:	78479806	MYSAFECAMPUS
Serial Number:	78479815	MYSAFEHOSPITAL
Serial Number:	78479821	MYSAFESCHOOL
Serial Number:	78479791	MYSAFEWORKPLACE

CORRESPONDENCE DATA

Fax Number: (303)223-8048
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-223-1248
 Email: akrause@bhfs.com
 Correspondent Name: Ashley Krause
 Address Line 1: 410 Seventeenth Street

OP \$140.00 3084390

Address Line 2: Suite 2200
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	10382.4 TO 10382.8
NAME OF SUBMITTER:	Ashley Krause
Signature:	/ashleykrause/
Date:	09/04/2007

Total Attachments: 5
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Agreement and Plan of Merger

This Agreement and Plan of Merger ("Agreement") is made and entered into between BCI Holdings, Inc. ("BCIH"), and subsidiary organizations Convercent, Inc. ("Convercent") and Business Controls, Inc. ("BCI"). Convercent, BCIH, and BCI are, from time to time, herein referred to as the "Constituent Corporations." This agreement shall immediately thereafter merge Convercent into BCIH and BCIH into BCI. Pursuant to this Agreement, BCI shall wholly assume the assets, liabilities, and responsibilities for Convercent and BCIH and shall emerge as the surviving corporation (the "Surviving Corporation"). The effective date of this Agreement (the "Effective Date"), as defined below, shall represent the date that BCIH and Convercent cease to exist as separate entities.

Recitals

- A. BCI is a corporation duly organized and existing under the laws of the State of Colorado. Prior to this agreement, BCI was a wholly owned subsidiary of BCIH.
- B. Convercent is a corporation duly organized and existing under the laws of the State of Colorado. Prior to this agreement, Convercent was a wholly owned subsidiary of BCIH.
- C. Convercent was formerly known as Excel Communications until January 1, 2005, at which time Excel Communications underwent a name change to Convercent, Inc. The Articles of Amendment representing this name change were filed with and approved by the Colorado Secretary of State as represented in Appendix A of this document. The name change from Excel Communications to Convercent did not have any effect on the holdings, intellectual property, patents, trademarks, liabilities or duties of the organization.
- D. BCIH is a corporation duly organized and existing under the laws of the State of Colorado.
- E. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations, and their respective shareholders, that Convercent be merged into BCIH and that BCIH be immediately thereafter merged into BCI for the purpose of maximizing efficiencies and market presence.
- F. Each of the Constituent Corporations has, in accordance with the approval of the respective required voting shareholders, adopted the Plan of Merger set forth in this Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

1. The Merger

1.1 The Merger.

Upon the terms and subject to the conditions herein, on the Effective Date, the subsidiary Convercent shall be merged with and into the parent BCIH and in accordance with the Business Corporation Act of the State of Colorado (the "CBCA"). Immediately thereafter, upon the terms and subject to the conditions hereof, on the Effective Date, the parent BCIH shall be merged with and into the subsidiary BCI in accordance with the CBCA. The separate existence of both Convercent and BCIH shall cease and BCI shall be the Surviving Corporation and shall be governed by the laws of the State of Colorado. The name of the Surviving Corporation shall be unchanged.

1.2 Share Exchange Agreement.

All shares of the Constituent Corporations shall be controlled in accordance with the Share Exchange Agreement which is attached hereto as Appendix B. The Share Exchange Agreement represents the terms, conditions, manner, and basis of the shareholders of the Constituent Corporations in their entirety.

1.3 Effective Date.

The Merger shall become effective on January 1, 2006, at the time of the approval by the required voting shareholders of the Constituent Corporations.

1.4 Certificate of Incorporation.

On the Effective Date, the Certificate of Incorporation of BCI, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.5 Bylaws.

On the Effective Date, the Bylaws of BCI, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.6 Directors and Officers.

The directors and officers of BCI immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation, or the Bylaws of the Surviving Corporation.

1.7 Representations and Warranties.

The Constituent Corporations warrant that they are corporations duly organized, validly existing, and in good standing, under the laws of the

State of Colorado. The Constituent Corporations have full power and authority to enter into and perform this Agreement. This Agreement and any ancillary documents have been duly executed and delivered by duly authorized officers of the Constituent Organizations. This Agreement does not conflict with or result in a breach of any of the terms, conditions or provisions of the Constituent Corporation's Certificate of Incorporation or By-laws, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award. Further, no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution, delivery or consummation by the Constituent Corporations of the transaction contemplated by this Agreement.

1.8 Consideration.

This agreement is entered into by each of the Constituent Corporations in consideration of the benefits and opportunities to maximize efficiencies and market presence as well as other good and valuable consideration.

2. Effect of the Merger

2.1 Rights, Privileges, and Obligations.

On the Effective Date of the Merger, the Surviving Corporation, without further act, deed, or transfer, shall retain, succeed to, possess, and be vested with all the rights, privileges, immunities, and authority of Convercent and BCIH. All property of every description whether real, personal or mixed, and every interest, debt, or obligation of Convercent or BCIH shall thereafter be taken and deemed to be held, transferred to, or invested in the Surviving Corporation without further act or deed. All patents, trademarks, service marks, copyrights, or other entitlements, issued or pending issuance owned by Convercent, BCIH or BCI shall be owned by the Surviving Corporation in conjunction with the related obligations and duties. Title to any real estate or other investment interest vested in Convercent or BCIH shall not revert or, in any way, be impaired by reason of this merger. All of the legitimate rights of creditors of Convercent or BCIH shall be preserved unimpaired by the Surviving Company. All legitimate liens upon the property of Convercent or BCIH shall be preserved unimpaired by the Surviving Company. All legitimate debts, liabilities, obligations and duties of Convercent or BCIH shall remain with, or be attached to, the Surviving Corporation and may be enforced against the Surviving Corporation as if all of said debts, liabilities, obligations, and duties had been incurred or contracted by the Surviving Corporation.

2.2 Further Assurances

From time to time, when required by the Surviving Corporation, or by its successors and assigns, there shall be executed and delivered on behalf of

Convercent or BCIH such deeds and other instruments. Similarly, when required by the Surviving Corporation, or by its successors and assigns, there shall be taken or caused to be taken by it such further and necessary actions in order to vest, perfect, or confirm the record or title in the Surviving Corporation to possession of all property, interest, assets, rights, privileges, immunities, powers, franchises, and authority of Convercent or BCIH. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Convercent and BCIH to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3. General

3.1 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

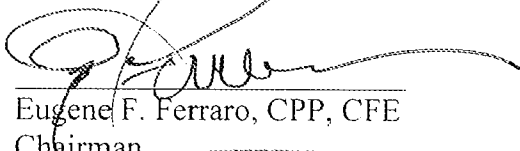
In witness whereof, the parties do certify and affirm that this instrument is the act and deed of the signatory corporation on this day, January 1, 2006.

APPROVED for CONVERCENT, INC.



Eugene F. Ferraro, CPP, CFE
Chairman
Convercent, Inc.


APPROVED for BUSINESS CONTROLS, INC.



Eugene F. Ferraro, CPP, CFE
Chairman
Business Controls, Inc.

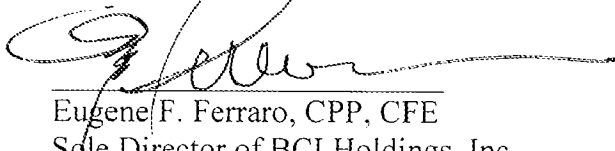


Steve Foster, CPP, PCI
Secretary and Treasurer
Business Controls, Inc.



R.J. Feldhake, Esq.
Member
Business Controls, Inc.

APPROVED for BCI HOLDINGS, INC.



Eugene F. Ferraro, CPP, CFE
Sole Director of BCI Holdings, Inc.