

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/04/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Praktikos Technologies, Inc.		04/04/2005	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Axletree Media, Inc.		
Street Address:	2600 E South Blvd, Suite 250		
City:	Montgomery		
State/Country:	ALABAMA		
Postal Code:	36116		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2516956	E-ZEKIEL THE EASY WEB SITE SOLUTION	
Registration Number:	2516957	E-ZEKIEL	
CORRESPONDENCE DATA			
Fax Number:	(205)488-6770		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2055218770		
Email:	cwilkerson@bradleyarant.com		
Correspondent Name:	Crystal G Wilkerson		
Address Line 1:	1819 Fifth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203-2104		
NAME OF SUBMITTER:	Crystal G. Wilkerson		
Signature:	/cwilkerson/		
Date:	10/25/2007		

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**Total Attachments: 9**

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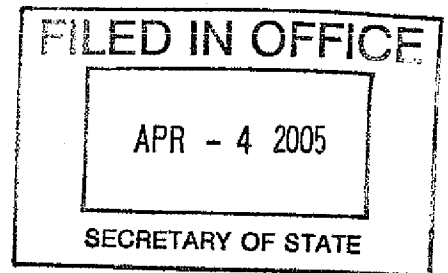
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**ARTICLES OF MERGER**  
**with respect to the merger of**  
**PRAKTIKOS TECHNOLOGIES, INC.,**  
**an Alabama corporation,**  
**and**  
**THE WORKLIFE COMPANY, INC.,**  
**an Alabama corporation,**  
**with and into,**  
**AXLETREE MEDIA, INC.,**  
**an Alabama corporation,**



In accordance with the provisions of Section 10-2B-11.05 of the Alabama Business Corporation Act, AxleTree Media, Inc., an Alabama corporation ("AxleTree"), as the surviving corporation of the merger of Praktikos Technologies, Inc., an Alabama corporation ("Praktikos"), and The Worklife Company, Inc., an Alabama corporation ("Worklife"), with and into AxleTree (the "Merger"), does hereby execute, deliver, adopt, and certify the following Articles of Merger:

1. The names of the corporations participating in the Merger, the states under the laws of which they are respectively organized, and the counties in which their articles of incorporation are filed are as follows:

<u>Name of Corporation</u>	<u>State</u>	<u>County</u>
AxleTree Media, Inc.	Alabama	Montgomery
Praktikos Technologies, Inc.	Alabama	Jefferson
The Worklife Company, Inc.	Alabama	Montgomery

2. The surviving corporation of the Merger is and will be AxleTree Media, Inc., an Alabama corporation.

3. The plan of merger approved by the corporations is set forth in the Agreement and Plan of Merger attached hereto as Schedule 1 and made a part hereof.

4. Shareholder approval of the merger was not required under Section 10-2B-11.04 of the Alabama Business Corporation Act.

5. The board of directors of AxleTree approved the merger in accordance with Section 10-2B-11.04 of the Alabama Business Corporation Act.

6. These Articles of Merger and the Merger shall be effective upon filing with the Secretary of State of the State of Alabama.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Merger to be executed on its behalf by its duly authorized officer this 4<sup>th</sup> day of April, 2005.

AXLETREE MEDIA, INC.

By

A handwritten signature in dark ink, appearing to read 'William H. Nix', is written over a horizontal line.

William H. Nix  
Its President

## AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER**, dated as of the 4<sup>th</sup> day of April, 2005, between AxleTree Media, Inc., an Alabama corporation ("AxleTree"), Praktikos Technologies, Inc., an Alabama corporation ("Praktikos"), and The Worklife Company, Inc., an Alabama corporation ("Worklife") (AxleTree, Praktikos and Worklife are hereinafter sometimes collectively referred to as the "Constituent Corporations"),

### WITNESSETH:

**WHEREAS**, all of the issued and outstanding capital stock of Praktikos and Worklife is owned by AxleTree;

**WHEREAS**, the respective boards of directors of AxleTree, Praktikos and Worklife deem it advisable for the general welfare and advantage of their respective corporations and their respective shareholders that Praktikos and Worklife merge with and into AxleTree pursuant to this Agreement and Plan of Merger and pursuant to applicable law (such transaction being hereinafter referred to as the "Merger"); and

**WHEREAS**, the respective boards of directors of the Constituent Corporations have approved this Agreement and Plan of Merger;

**NOW, THEREFORE**, in consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree with each other that Praktikos and Worklife shall be merged with and into AxleTree, with AxleTree as the surviving corporation, in accordance with the applicable laws of the State of Alabama and that the terms and conditions of the Merger and the mode of carrying it into effect are and shall be as follows:

### ARTICLE I DEFINITIONS

In addition to the words and terms defined elsewhere herein, the words and terms defined in this Article I shall, for all purposes of this Agreement and Plan of Merger, have the meanings herein specified, unless the context expressly or by necessary implication otherwise requires:

1.1 "**Agreement**" or "**this Agreement**" shall mean this Agreement and Plan of Merger as the same may be supplemented or amended from time to time;

1.2 **"Effective Time of the Merger"** shall have the meaning specified in Section 2.4 of this Agreement;

1.3 **"Merger"** shall mean the merger of Praktikos and Worklife with and into AxleTree in accordance with this Agreement and applicable law; and

1.4 **"Surviving Corporation"** shall mean AxleTree and its successors and assigns, as provided in Section 2.2 of this Agreement.

## ARTICLE II CONSTITUENT AND SURVIVING CORPORATIONS; CAPITALIZATION; MERGER; EFFECTIVE TIME

1.5 **Constituent Corporations.** The names of the corporations which are the constituent corporations to the Merger are Praktikos Technologies, Inc., an Alabama corporation, The Worklife Company, Inc., an Alabama corporation, and AxleTree Media, Inc., an Alabama corporation.

1.6 **Surviving Corporation.** The surviving corporation is and will be AxleTree Media, Inc., an Alabama corporation.

1.7 **Capitalization of Praktikos and Worklife.** Immediately prior to the Effective Time of the Merger, Praktikos shall have authorized 10,000,000 shares of Common Stock, par value \$1.00 (herein called "Praktikos Common Stock"), of which 3,785,000 shares shall be issued and outstanding and no shares shall be owned by Praktikos and held as treasury stock. Immediately prior to the Effective Time of the Merger, Worklife shall have authorized 195,500 shares of Common Stock, par value \$1.00 (herein called "Worklife Common Stock"), of which 195,500 shares shall be issued and outstanding and no shares shall be owned by Worklife and held as treasury stock and 70,000 shares of Class A Convertible Preferred Stock, par value \$10.00 (herein called "Worklife Preferred Stock"), of which 70,000 shares shall be issued and outstanding and no shares be owned by Worklife and held as treasury shares.

1.8 **Merger.** Subject to the terms and conditions of this Agreement, Praktikos and Worklife shall be merged with and into AxleTree, which shall be the Surviving Corporation. The Merger shall become effective upon the filing of executed articles of merger with the Secretary of State of the State of Alabama in accordance with Sections 10-2B-11.04 and 10-2B-11.05 of the Alabama Business Corporation Act.

The time when the Merger shall become effective is herein called the "Effective Time of the Merger."

**ARTICLE III  
GOVERNING LAW;  
ARTICLES OF INCORPORATION;  
BYLAWS**

3.1 **Governing Law.** AxleTree, as the Surviving Corporation, shall be governed by the laws of the State of Alabama.

3.2 **Articles of Incorporation.** The Articles of Incorporation of AxleTree as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time of the Merger until amended or restated as therein or by law provided.

3.3 **Bylaws.** The Bylaws of AxleTree as in effect immediately prior to the Effective Time of the Merger shall continue in force and be the Bylaws of the Surviving Corporation after the Effective Time of the Merger until amended as therein or by law provided.

**ARTICLE IV  
BOARD OF DIRECTORS AND OFFICERS  
OF SURVIVING CORPORATION**

4.1 **Board of Directors of Surviving Corporation.** From and after the Effective Time of the Merger and until the annual meeting of the shareholders of AxleTree next following the Effective Time of the Merger, and thereafter until their successors shall have been duly elected and qualify, the members of the Board of Directors of the Surviving Corporation shall be the members of the Board of Directors of AxleTree immediately prior to the Effective Time of the Merger.

4.2 **Officers of Surviving Corporation.** From and after the Effective Time of the Merger and until their successors shall have been duly elected and qualify or until their earlier resignation or removal, the officers of the Surviving Corporation shall be the officers of AxleTree immediately prior to the Effective Time of the Merger.

**ARTICLE V  
MANNER OF CONVERTING SHARES; CAPITALIZATION**

5.1 **Stock of Praktikos.** Upon the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, each share of Praktikos Common Stock issued and outstanding or held as treasury stock immediately prior thereto shall be canceled.

5.2 **Stock of Worklife.** Upon the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, each share of Worklife

Common Stock issued and outstanding or held as treasury stock immediately prior thereto shall be canceled.

5.3 **Stock of AxleTree.** Upon the Effective Time of the Merger, each outstanding share of capital stock of AxleTree shall remain outstanding and the Merger shall have no effect thereon.

## ARTICLE VI EFFECT OF THE MERGER

6.1 **Rights, Privileges, etc.** At the Effective Time, AxleTree, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with, all rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in AxleTree without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and such debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth, remain with or attach to, as the case may be, AxleTree and may be enforced against it to the same extent as if all such debts, liabilities, obligations and duties had been incurred or contracted by it.

6.2 **Employee Benefit Plans.** At the Effective Time of the Merger, AxleTree will automatically assume all obligations of Praktikos and Worklife under any and all employee benefit plans in effect as of the Effective Time of the Merger or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time of the Merger.

6.3 **Survival of Praktikos and Worklife.** At the Effective Time of the Merger, the separate corporate existence of Praktikos and Worklife shall cease, except insofar as they may be continued by statute, and they shall be merged with and into AxleTree, the Surviving Corporation, with the effects set forth in the Alabama Business Corporation Act.

6.4 **Further Action.** Praktikos and Worklife shall, to the extent permitted by law, from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, execute and deliver, or cause to be executed and delivered, all such deeds and instruments and take, or cause to be taken, such further or other 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 said corporation acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out the intent and purposes of this Agreement, and the proper officers and directors of Praktikos and Worklife and of the Surviving



Corporation are hereby authorized, in the name of Praktikos and Worklife or AxleTree or otherwise, to take any and all such action.

## **ARTICLE VII TERMINATION**

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time of the Merger by resolution of the board of directors of either of the Constituent Corporations, if any circumstances develop which in the opinion of such board of directors make proceeding with the Merger inadvisable. In the event of such termination and abandonment, this Agreement shall become void and have no effect, without any liability on the part of any of the Constituent Corporations or their shareholders, directors, or officers with respect thereto.

## **ARTICLE VIII AGREEMENT TO SERVICE OF PROCESS IN ALABAMA**

The Surviving Corporation hereby appoints the Secretary of State of the State of Alabama as its agent to accept service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Praktikos and Worklife and agrees that it will promptly pay to the dissenting shareholders of Praktikos and Worklife the amount, if any, to which they are entitled under Article 13 of the Alabama Business Corporations Act.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

9.1 **Amendment and Modification; Waiver; Etc.** The parties hereto, by mutual agreement in writing approved by their respective directors, or their respective officers authorized by their respective directors, may amend, modify and supplement this Agreement in any respect.

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

9.3 **Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

9.4 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5 **Headings.** The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

9.6 **Entire Agreement.** This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to such subject matter.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

PRAKTIKOS TECHNOLOGIES, INC.

an Alabama corporation

By: [Signature]  
Name: William H. Nix  
Its President

ATTEST:

By: [Signature]  
Name: William H. Nix  
Its Secretary

THE WORKLIFE COMPANY, INC.

an Alabama corporation

By: [Signature]  
Name: William H. Nix  
Its President

ATTEST:

By: [Signature]  
Name: William H. Nix  
Its Secretary

AXLETREE MEDIA, INC.

an Alabama corporation

By: [Signature]  
Name: William H. Nix  
Its President

ATTEST:

By: [Signature]  
Name: William H. Nix  
Its Secretary

SEARCHED  
SERIALIZED  
INDEXED  
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OCT 25 2007  
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