

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/20/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WebLink International, Inc.		06/12/2000	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Weblink International, Inc.
Street Address:	5250 E US Highway 36, Bldg. 1000-7
City:	Avon
State/Country:	INDIANA
Postal Code:	46123
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2651114	CHAMBER WEBLINK
Registration Number:	2720198	CHAMBER WEBLINK

CORRESPONDENCE DATA

Fax Number: (317)231-7433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3172311313
 Email: mfrisby@btlaw.com
 Correspondent Name: Mary Jane Frisby
 Address Line 1: 11 South Meridian Street
 Address Line 2: Barnes & Thornburg LLP
 Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	26769-3
NAME OF SUBMITTER:	Mary Jane Frisby

CH \$65.00 2651114

Signature:	/mjf/
Date:	05/20/2008
Total Attachments: 9 source=Weblink#page1.tif source=Weblink#page2.tif source=Weblink#page3.tif source=Weblink#page4.tif source=Weblink#page5.tif source=Weblink#page6.tif source=Weblink#page7.tif source=Weblink#page8.tif source=Weblink#page9.tif	

**State of Indiana
Office of the Secretary of State**

**CERTIFICATE OF MERGER
of
WEBLINK INTERNATIONAL, INC.**

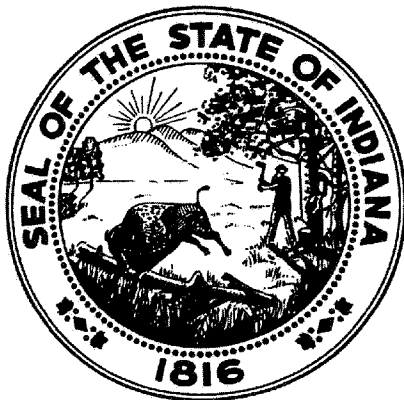
I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

WEBLINK INTERNATIONAL, INC.
a(n) Oklahoma For-Profit Foreign Corporation qualified in Indiana

merged with and into the surviving entity:
WEBLINK INTERNATIONAL, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, July 20, 2000.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 20, 2000.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

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APPROVED
AND
FILED
RECEIVED
SECRETARY OF STATE
JUL 20 11:17
SUE ANNE GILROY

**ARTICLES OF MERGER
OF
WEBLINK INTERNATIONAL, INC.
(an Oklahoma corporation)
INTO
WEBLINK INTERNATIONAL, INC.
(an Indiana corporation)**

In accordance with the requirements of the Indiana Business Corporation Law (hereinafter, the "Indiana Act"), and the Oklahoma Business Corporation Act (hereinafter, the "Oklahoma Act") the undersigned corporations, desiring to effect a merger, set forth the following facts:

ARTICLE I
Surviving Corporation

The name of the corporation surviving the merger (the "Surviving Corporation") is WEBLINK INTERNATIONAL, INC., and its name is not being changed as a result of the merger. The Surviving Corporation is an Indiana domestic corporation existing pursuant to the provisions of the Indiana Act incorporated on June 9, 2000.

ARTICLE II
Nonsurviving Corporation

The name of the corporation merging into the Surviving Corporation is WEBLINK INTERNATIONAL, INC. (the "Nonsurviving Corporation"). The Nonsurviving Corporation is an Oklahoma corporation existing pursuant to the provisions of the Oklahoma Act incorporated on April 23, 1996.

ARTICLE III
Plan of Merger

The Plan of Merger, containing such information as required by Indiana Code §23-1-40-1(b) and Oklahoma Act §1083, is set forth in "Exhibit A", attached hereto and made a part hereof.

ARTICLE IV
Manner of Adoption and Vote

The manner of adoption and vote by which the Plan of Merger was adopted and approved by each corporation party to the merger is as follows:

Section 1. Action by the Surviving Corporation.

- A. Action by Directors. By unanimous written consent, dated June 12, 2000, the Board of Directors of the Surviving Corporation, adopted the Plan of Merger and recommended it to the shareholders and directed that it be submitted to the shareholders entitled to vote in respect thereof at a special meeting to be held on June __, 2000 unless the Plan of Merger was so approved prior to such date by unanimous written consent.
- B. Action by Shareholders. By unanimous written consent dated June 12, 2000, the shareholders of the Surviving Corporation approved the Plan of Merger.

Section 2. Action by the Nonsurviving Corporation.

- A. Action by Directors. By a resolution adopted at a special meeting of the Board of Directors of the Nonsurviving Corporation held on June 12, 2000, the Board of Directors of the Nonsurviving Corporation adopted the Plan of Merger and recommended it to the shareholders and directed that it be submitted to the shareholders entitled to vote in respect thereof at a special meeting to be held on June 12, 2000, unless the Plan of Merger was so approved on or prior to such date by unanimous written consent.
- B. Action by Shareholders. By unanimous written consent dated June 12, 2000, the shareholders of the Nonsurviving Corporation approved the Plan of Merger.

Section 3. Compliance with Legal Requirements.

The manner of the adoption of the Plan of Merger, and the vote by which it was adopted and approved, constitute full legal compliance with the provisions of the Indiana Law, the Oklahoma Act and the Articles and Certificate of Incorporation and Code of By-Laws of the above-named corporations.


[next page signature page]

IN WITNESS WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed and executed by a duly authorized officer who verifies, subject to penalties of perjury, that the statements contained herein are true, this 12th day of June, 2000.

WEBLINK INTERNATIONAL, INC.
(an Oklahoma corporation)

By 
John L. Muller, III, President

WEBLINK INTERNATIONAL, INC.
(an Indiana corporation)

By 
John L. Muller, III, President

**AGREEMENT AND PLAN OF MERGER
WEBLINK INTERNATIONAL, INC.**

Parties:

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is entered into by and between Weblink International, Inc., an Oklahoma corporation ("Weblink-Oklahoma"), and Weblink International, Inc., an Indiana corporation ("Weblink-Indiana").

Recitals:

1. Weblink-Oklahoma is a corporation duly organized and existing under the laws of the State of Oklahoma pursuant to the Oklahoma Business Corporation Act, as amended (the "OBCA").
2. Weblink-Indiana is a corporation duly organized and existing under the laws of the State of Indiana pursuant to the Indiana Business Corporation Law, as amended (the "IBCL").
3. On the date of this Merger Agreement, the authorized capital stock of Weblink-Oklahoma consists of One Thousand (1,000) shares of common stock, \$.01 par value (the "Weblink-Oklahoma Common Stock"), of which One Thousand (1,000) shares are issued and outstanding.
4. On the date of this Merger Agreement, the authorized capital stock of Weblink-Indiana consists of One Hundred Thousand (100,000) shares of common stock, \$.01 par value (the "Weblink-Indiana Common Stock"), of which One (1) share is issued and outstanding and owned by Weblink-Oklahoma and Thirty Thousand (30,000) shares of preferred stock, \$.01 par value, of which no shares are issued and outstanding.
5. The Board of Directors of Weblink-Oklahoma has determined, pursuant to a majority vote of the Board of Directors at a meeting duly held in which a quorum was present on June 12, 2000, and the Board of Directors of Weblink-Indiana has determined, pursuant to unanimous written consent dated June 12, 2000, that it is advisable and in the best interests of each such corporation that Weblink-Oklahoma merge with and into Weblink-Indiana upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of Weblink-Oklahoma in the State of Indiana.
6. Pursuant to the OBCA, the affirmative vote of the holders of a majority of the outstanding shares of Weblink-Oklahoma Common Stock entitled to vote on this Merger Agreement must approve this Merger Agreement for the merger to become effective. The Board of Directors of Weblink-Oklahoma has therefore directed that this Merger Agreement be submitted to a vote of its shareholders. The shareholders of Weblink-Oklahoma unanimously approved of this Merger Agreement by written consent dated as of June 12, 2000.
7. Weblink-Oklahoma, as the sole shareholder of Weblink-Indiana, unanimously approved this Merger Agreement by written consent dated as of June 12, 2000.

8. The parties intend by this Merger Agreement to effect a "reorganization" under Section 368 of the Internal Revenue Code of 1986, as amended.

Terms and Provisions:

In consideration of the foregoing recitals and of the following terms and provisions, and subject to the following conditions, it is agreed:

1. Merger. At the Effective Time (as hereinafter defined in this Section 1), in accordance with this Merger Agreement, the IBCL and the OBCA, Weblink-Oklahoma shall be merged with and into Weblink-Indiana (the "Merger"). Weblink-Indiana shall be the surviving corporation of the Merger and the separate corporate existence of Weblink-Oklahoma shall cease. The Merger shall become effective upon the later of: (i) the filing of Articles of Merger with the Secretary of State of the State of Indiana, or (ii) the filing of a Certificate of Merger or Consolidation with the Secretary of State of the State of Oklahoma. The date and time when the Merger shall become effective is herein referred to as the "Effective Time." From and after the Effective Time, Weblink-Indiana shall possess all of the rights, privileges, immunities and franchises, of a public as well as private nature, and shall, be subject to all liabilities, obligations and penalties of Weblink-Oklahoma and Weblink-Indiana, all with the effect as set forth in the IBCL and the OBCA.

2. Filing. As soon as practicable after the date hereof, the parties hereto shall deliver to the Secretary of State of the State of Indiana and the Secretary of State of the State of Oklahoma, respectively, the appropriate copies of the articles of merger and/or certificate of merger, as the case may be, required under applicable law and shall make all other filings or recordings as may be required under the IBCL, the OBCA and any other applicable law in connection with the Merger.

3. Governance of the Surviving Corporation.

a. The Articles of Incorporation of Weblink-Indiana as they may be amended or restated subject to applicable law, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of Weblink-Indiana without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

b. The Bylaws of Weblink-Indiana as in effect immediately prior to the Effective Time shall constitute the Bylaws of Weblink-Indiana without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

c. The persons who are officers and directors of Weblink-Indiana immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of Weblink-Indiana, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with Weblink-Indiana's Articles of Incorporation and Bylaws and applicable law.

4. Name. The name of Weblink-Indiana shall continue to be Weblink International, Inc.

5. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a. Each fully paid share of Weblink-Oklahoma Common Stock that is validly issued and outstanding immediately prior to the Effective Time shall be converted into, and shall become, one (1) fully paid and nonassessable share of Weblink-Indiana Common Stock.

b. The one (1) share of Weblink-Indiana common stock issued and outstanding in the name of Weblink-Oklahoma shall be cancelled and retired, and no payment shall be made with respect thereto, and such share shall resume the status of an unauthorized and unissued share of Weblink-Indiana common stock.

6. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of Weblink-Oklahoma Common Stock shall be deemed for all purposes to evidence ownership of, and to represent shares of, Weblink-Indiana Common Stock into which the shares of Weblink-Oklahoma Common Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of Weblink-Oklahoma or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Weblink-Indiana or its transfer agent, have and be entitled to exercise any voting or other rights with respect to and to receive any dividends and other distributions upon the shares of Weblink-Indiana Common Stock evidenced by such outstanding certificate as above provided. Nothing contained herein shall be deemed to require the holder of any shares of Weblink-Oklahoma Common Stock to surrender the certificate or certificates representing such shares in exchange for a certificate or certificates representing shares of Weblink-Indiana Common Stock.

7. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except to the extent that the laws of the State of Oklahoma are mandatorily applicable to the Merger.

8. Amendment. Subject to applicable law and subject to the rights of Weblink-Oklahoma's shareholders further to approve any amendment which would have a material adverse effect on such shareholders, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

9. Deferral or Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of either Weblink-Oklahoma or Weblink-Indiana or both, notwithstanding approval of this Merger Agreement by the shareholders of Weblink-Oklahoma or the shareholders of Weblink-Indiana or both, if circumstances

arise which, in the opinion of the Board of Directors of Weblink-Oklahoma or Weblink-Indiana, make the Merger inadvisable or such deferral of the time of consummation thereof advisable.

10. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

11. Further Assurances. From time to time, as and when required or requested by either Weblink-Oklahoma or Weblink-Indiana, as applicable, or by its respective successors and assigns, there shall be executed and delivered on behalf of the other corporation, or by its respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Weblink-Indiana, title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of Weblink-Oklahoma and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of each corporation are fully authorized in the name and on behalf of such corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

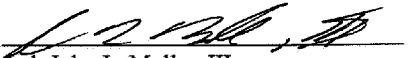
12. Extension; Waiver. At any time prior to the Effective Date, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

13. Successors and Assigns. This Merger Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, Weblink-Oklahoma and Weblink-Indiana have caused this Merger Agreement to be signed by their respective duly authorized officers and delivered this 12th day of June, 2000.


Weblink International, Inc.,
an Oklahoma corporation

By: 
Printed: John L. Muller, III
Its: President

ATTEST:

By: _____
Printed: _____
Its: _____

Weblink International, Inc.,
an Indiana corporation

By: 
Printed: John L. Muller, III
Its: President

ATTEST:

By: _____
Printed: _____
Its: _____

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