

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/29/2003		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	VisionTEK, Inc.		08/29/2003
			Entity Type
			CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	V.T. Mobile, Inc.		
Street Address:	520 Zang St, Suite 200		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2784992	UNITY
CORRESPONDENCE DATA			
Fax Number:	(303)442-6593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3934416514		
Email:	sledge@hbcboulder.com		
Correspondent Name:	Carla Sledge		
Address Line 1:	921 Walnut St, Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	Carla W. Sledge		
Signature:	/carla w sledge/		
Date:	04/22/2009		

OP \$40.00 2784992

Total Attachments: 9

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ARTICLES OF MERGER

OF
dpc 19931127311
VISIONTEK, INC.
a Colorado corporation

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20031278646
\$ 110.00
SECRETARY OF STATE
08-29-2003 13:48:06

AND

VISIONTEK, INC. NQ
a Delaware corporation (coloro)

The undersigned corporations, pursuant to Section 7-111-105 of the Colorado Business Corporation Act (the "CBCA"), hereby execute the following Articles of Merger:

ARTICLE ONE

The names and states of incorporation of the corporations proposing to merge are as follows:

Name of Corporation	State of Incorporation
VisionTEK, Inc. ("VisionTEK Colorado")	Colorado
V.T. Mobile, Inc. ("VisionTEK Delaware")	Delaware

ARTICLE TWO

The laws of the State under which such foreign corporation is organized permit such merger.

ARTICLE THREE

The name of the surviving corporation shall be "V.T. Mobile, Inc." The surviving corporation shall be governed by the laws of the State of Delaware, and its principal office address shall be at 1000 McCaslin Blvd., Suite 310, Superior, CO 80027.

ARTICLE FOUR

The Agreement and Plan of Merger is attached hereto as *Exhibit A*.

ARTICLE FIVE

The Agreement and Plan of Merger has been duly approved by the required vote of the shareholders of VisionTEK Colorado in accordance with the Amended and Restated Articles of Incorporation of VisionTEK Colorado and Section 7-111-103 of the CBCA. The number of



votes cast for the Agreement and Plan of Merger by each voting group entitled to vote separately on the merger was sufficient for approval by that voting group.

ARTICLE SIX

Immediately prior to the merger, VisionTEK Colorado (the parent corporation) owned one hundred percent (100%) of the outstanding shares of each class of stock of VisionTEK Delaware (the subsidiary corporation).

ARTICLE SEVEN

All provisions of the law of the State of Delaware and the State of Colorado applicable to the proposed merger have been complied with.

ARTICLE EIGHT

These Articles of Merger shall be effective upon filing with the Secretary of State of Colorado on August 29, 2003. This effective date complies with Section 7-111-104(5) of the CBCA.

ARTICLE NINE

The name and address of the person who causes this document to be delivered to the Secretary of State for filing is: Rick Clark, 1000 McCaslin Blvd., Suite 310, Superior, CO 80027.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these ARTICLES OF MERGER to be executed in its name by its president as of the 29th day of August, 2003.

VISIONTEK, INC.
a Colorado corporation

By: 
Frank Traylor, President

V.T. MOBILE, INC.
a Delaware corporation


By: 
Frank Traylor, President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of this 29th day of August, 2003, by and between VISIONTEK, INC., a Colorado corporation ("VisionTEK Colorado"), and V.T. MOBILE, INC., a Delaware corporation ("VisionTEK Delaware"). VisionTEK Colorado and VisionTEK Delaware are sometimes referred to collectively as the "Constituent Corporations."

The authorized capital stock of VisionTEK Colorado consists of thirty million (30,000,000) shares of Common Stock, no par value, and twenty million (20,000,000) shares of Preferred Stock, no par value, one million (1,000,000) shares of which are designated as Series A Preferred Stock, one million (1,000,000) shares of which are designated as Series B Preferred Stock and fifteen million (15,000,000) shares of which are designated as Series C Preferred Stock. The authorized capital stock of VisionTEK Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of thirty million (30,000,000) shares of Common Stock, par value \$0.001 per share, and twenty million (20,000,000) shares of Preferred Stock, par value \$0.001 per share, one million (1,000,000) shares of which will be designated as Series A Preferred Stock, one million (1,000,000) shares of which will be designated as Series B Preferred Stock and seventeen million (17,000,000) shares of which will be designated as Series C Preferred Stock.

The directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that VisionTEK Colorado merge with and into VisionTEK Delaware upon the terms and conditions provided herein.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that VisionTEK Colorado shall merge with and into VisionTEK Delaware on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1 Merger. VisionTEK Colorado shall merge with and into VisionTEK Delaware (the "Merger"), and VisionTEK Delaware shall be the surviving corporation (the "Surviving Corporation"), effective upon the date on which the Certificate of Merger of VisionTEK Colorado with and into VisionTEK Delaware is filed with the Secretary of State of the State of Delaware (the "Effective Date").

1.2 Succession. On the Effective Date, VisionTEK Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of VisionTEK Colorado, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all

property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; *provided, however*, that the liabilities of the Constituent Corporations and their directors, officers and stockholders shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall 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.

1.4 Capital Stock of VisionTEK Colorado and VisionTEK Delaware. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective stockholders:

(a) each share of Common Stock of VisionTEK Colorado issued and outstanding immediately prior thereto shall be combined, changed and converted into one (1) share of Common Stock of VisionTEK Delaware;

(b) each share of Series A Preferred Stock of VisionTEK Colorado issued and outstanding immediately prior thereto shall be combined, changed and converted into five hundred four thousand three hundred forty-eight millionths (0.504348) shares of Series A Preferred Stock of VisionTEK Delaware;

(c) each share of Series B Preferred Stock of VisionTEK Colorado issued and outstanding immediately prior thereto shall be combined, changed and converted into two-tenths (0.2) shares of Series B Preferred Stock of VisionTEK Delaware;

(d) each share of Series C Preferred Stock of VisionTEK Colorado issued and outstanding immediately prior thereto shall be combined, changed and converted into one (1) share of Series C Preferred Stock of VisionTEK Delaware; and

(e) each share of Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock of VisionTEK Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of capital stock of VisionTEK Colorado shall be deemed for all purposes to evidence ownership of and to represent the shares of VisionTEK Delaware into which the shares of VisionTEK Colorado represented by such

certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been transferred or converted or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distribution upon the shares of VisionTEK Delaware evidenced by such outstanding certificate as above provided.

1.6 Rights to Acquire Shares. On the Effective Date, if any rights to acquire shares of capital stock of VisionTEK Colorado remain outstanding, then the Surviving Corporation will assume the outstanding rights and such rights shall be changed and converted into a right to acquire capital stock of VisionTEK Delaware, such that a right to acquire one (1) share of capital stock of VisionTEK Colorado shall be converted into the right to acquire the number of shares of the same type and class of capital stock of VisionTEK Delaware as set forth in Section 1.4 hereof. No other changes in the terms and conditions of such rights will occur.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of VisionTEK Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 Directors. The directors of VisionTEK Delaware immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of VisionTEK Delaware immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, the Surviving Corporation shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of VisionTEK Colorado and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of VisionTEK Colorado or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the shareholders of VisionTEK Colorado, this Merger Agreement may be amended in any manner (except that, after

the approval of the Merger Agreement by the shareholders of VisionTEK Colorado, the principal terms may not be amended without the further approval of the shareholders of VisionTEK Colorado) by VisionTEK Delaware and VisionTEK Colorado to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of VisionTEK Colorado in accordance with applicable provisions of the Colorado Business Corporation Act;

(b) the Merger shall have been approved by VisionTEK Colorado, as sole stockholder of VisionTEK Delaware, in accordance with the applicable provisions of the Delaware General Corporation Law; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of VisionTEK Colorado to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. Notwithstanding the approval of this Merger Agreement by the shareholders of VisionTEK Colorado or by the sole stockholder of VisionTEK Delaware, at any time before the Effective Date, (a) this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either VisionTEK Colorado or VisionTEK Delaware or both, including by reason of a determination, in the sole discretion of either Board of Directors, that holders of an unacceptable number of shares intend to exercise their statutory appraisal rights pursuant to Sections 7-113-101 through 7-113-302 of the Colorado Business Corporation Act, or (b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of VisionTEK Colorado and VisionTEK Delaware, such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Board of Directors or stockholders with respect thereto, except that VisionTEK Colorado shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, this Merger Agreement may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one original.

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IN WITNESS WHEREOF, this MERGER AGREEMENT, having first been duly approved by the Board of Directors of VisionTEK Colorado and VisionTEK Delaware, hereby is executed on behalf of each such corporations and attested by their respective officers thereunto duly authorized.

VISIONTEK, INC.
a Colorado Corporation

By: *FT*
Frank Traylor
President

V.T. MOBILE, INC.
a Delaware Corporation

By: *FT*
Frank Traylor
President