

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

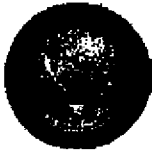
SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/11/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BirdDog Solutions, Inc.		04/04/2005	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	New BirdDog Solutions, Inc.		
Street Address:	138 River Road, Suite 201		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01820		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2897588	BIRDDOG	
Registration Number:	2897587	BIRDDOG SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-570-1000		
Email:	gwilliam@goodwinprocter.com		
Correspondent Name:	Gregory S. William		
Address Line 1:	Goodwin Procter LLP, Exchange Place		
Address Line 2:	Attn: Trademark Administrator		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	102804-197027		
NAME OF SUBMITTER:	Gregory S. William		

OP \$65.00 2897588

900174780

**TRADEMARK
 REEL: 004303 FRAME: 0070**

Signature:	/Gregory S. William/
Date:	10/25/2010
Total Attachments: 12 source=BirdDog#page1.tif source=BirdDog#page2.tif source=BirdDog#page3.tif source=BirdDog#page4.tif source=BirdDog#page5.tif source=BirdDog#page6.tif source=BirdDog#page7.tif source=BirdDog#page8.tif source=BirdDog#page9.tif source=BirdDog#page10.tif source=BirdDog#page11.tif source=BirdDog#page12.tif	



DEAN HELLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4290
 (775) 684 5708
 Website: secretaryofstate.biz

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 1

Filed in the office of <i>Dean Heller</i> Dean Heller Secretary of State State of Nevada	Document Number 20050175532-40
	Filing Date and Time 05/11/2005 10:10 AM
	Entity Number E0144072005-9

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

(Pursuant to Nevada Revised Statutes Chapter 92A)
(excluding 92A.200(4b))
SUBMIT IN DUPLICATE

- 1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.

BirdDog Solutions, Inc.

Name of merging entity

Nebraska

corporation

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and;

New BirdDog Solutions, Inc.

Name of surviving entity

Nevada

corporation

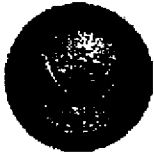
Jurisdiction

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State AM Merger 2003
 Revised on: 10/24/03



DEAN HELLER
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Articles of Merger
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Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: _____
c/o: _____

3) (Choose one)

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.190)

4) Owner's approval (NRS 92A.200)(options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

(a) Owner's approval was not required from :

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State AM/Merger 2983
Revised on: 10/24/03



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Articles of Merger
(PURSUANT TO NRS 92A.280)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

BirdDog Solutions, Inc.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

New BirdDog Solutions, Inc.

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State AM Merger 2003
Revised on: 10/24/03



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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 4

Important: Read attached instructions before completing form.

ADDITIONAL SPACE IS FOR OFFICE USE ONLY

(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State All Merger 2003
Revised on: 10/24/03



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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 5

Important: Read attached instructions before completing form.

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

Article I of articles of incorporation is amended to read:

"The name of the corporation is BirdDog Solutions, Inc."

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional): _____**

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State AM Merger 2003
Revised on: 10/24/03




DEAN HELLER
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Articles of Merger
(PURSUANT TO NRS 92A.230)
Page 6

Important: Read attached instructions before completing form.

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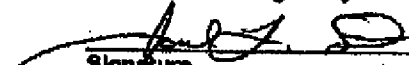
8) Signatures – Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited partnership; A manager of each Nevada limited-liability company with managers or all the members if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)* (If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.):

BirdDog Solutions, Inc.
Name of merging entity
 President
Signature Title Date 4/9/2005

Name of merging entity
Signature Title Date

Name of merging entity
Signature Title Date

Name of merging entity
Signature Title Date

New BirdDog Solutions, Inc.
Name of surviving entity
 President
Signature Title Date 4/9/2005

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State All Merger 1093
Revised on: 10/24/03

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT is entered into as of March 24, 2005, among New BirdDog Solutions, Inc., a Nevada corporation ("Buyer"), and BirdDog Solutions, Inc., a Nebraska corporation ("Target").

This Agreement contemplates a tax-free merger of Target with and into Buyer in a reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

The parties agree as follows:

ARTICLE 1 THE MERGER

Section 1.1 The Merger.

Subject to the conditions of this Agreement, Target will merge into Buyer (the "Merger"). Buyer will be the surviving corporation, and its Articles of Incorporation and Bylaws as in effect immediately prior to the Merger will be the Articles of Incorporation and Bylaws of the surviving corporation; provided, however, that Buyer shall change its corporate name to "BirdDog Solutions, Inc."

Section 1.2 Effective Date.

The Merger will become effective on the date (the "Effective Date") this Agreement is filed with the appropriate governmental authorities in accordance with applicable law.

Section 1.3 Conversion of Shares.

(a) On the Effective Date, each outstanding share of common stock of Target will be converted into the right to receive \$0.01, subject to the exceptions in Sections 1.3(b) and 1.4, payable at closing.

(b) On the Effective Date, each outstanding share of common stock of Target held by the shareholders of record of Buyer immediately preceding such date will be converted into the right to receive one (1) share of Buyer's common stock.

(c) On the Effective Date, each issued and outstanding share of the Target's Series A Preferred Stock shall be converted into the right to receive one (1) share of Buyer's 2005 Preferred Stock (Series A), subject to the exception in Section 1.4.

(d) On the Effective Date, each issued and outstanding share of the Target's Series B Preferred Stock shall be converted into the right to receive one (1) share of Buyer's 2005 Preferred Stock (Series B), subject to the exception in Section 1.4.

(e) The shares of Buyer stock to be issued in the Merger are referred to in this Agreement as the "Shares."

Section 1.4 Certain Exceptions.

(a) Any shares of Target stock held by Target or Buyer or their wholly-owned subsidiaries (other than shares held in trust) will be cancelled on the Effective Date.

(b) The conversion of any shares of Target stock as to which dissenters' rights are, on the Effective Date, in the process of being exercised will be subject to the perfection of those rights.

(c) Each holder of Target's Series A Preferred Stock or Series B Preferred Stock shall have the option to convert each share of such Preferred Stock into the right to receive \$0.065, payable at closing; provided, however, that the aggregate amount payable hereunder shall not exceed \$750,000. In the event the aggregate amount payable upon exercise of the foregoing option would exceed \$750,000, the shares tendered hereunder shall be converted on a *pro rata* basis.

Section 1.5 Effect of Conversion.

Until a Target shareholder exchanges his or her Target stock certificates for Buyer stock certificates, he or she will not be a shareholder of Buyer for any purpose. Dividends otherwise payable between the Effective Date and the date of such exchange on the Shares to which he or she is entitled will only be paid (without interest) at the time of the exchange.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1 No Material Adverse Change.

Each of Target and Buyer represents that there has been no material adverse change in the business, financial condition, results of operations, prospects, properties, or capitalization of it and its subsidiaries, taken as a whole ("its Business"), since the date of its most recent financial statements, if any.

Section 2.2 Legal Proceedings.

Each of Target and Buyer represents that (a) there is no pending or threatened judicial or administrative proceeding or investigation affecting it or any of its subsidiaries, that (i) if resolved adversely to it would have a material adverse effect on its Business, or (ii) could reasonably be expected to impair its ability to consummate the Merger; and (b) it is not aware of any judicial or administrative decision affecting it or any of its subsidiaries that could reasonably be expected to impair its ability to consummate the Merger.

Section 2.3 Securities Laws.

Each of Target and Buyer represents that the sole purpose of the transactions contemplated herein is to effect a change of domicile of Target within the meaning of Rule 145(a)(2) under the Securities Exchange Act of 1933 and that the issuance of the Shares is not an "offer," "offer to sell" or "offer for sale" under the federal and state securities laws.

**ARTICLE 3
COVENANTS****Section 3.1 Affirmative Covenants.**

(a) **Filings and Approvals.** Each party will cooperate with the others in the preparation and filing, as soon as possible, of all necessary applications, registration statements, and other documents with respect to the Merger and the Shares.

(b) **Shareholders' Actions.** Each party will submit this Agreement to its shareholders for approval as soon as practicable.

(c) **Conduct of Business.** Target will operate its business in the ordinary course and use its best efforts to (i) preserve its existing business organization, insurance coverage, material rights, material licenses or permits, advantageous business relationships, material agreements, and credit facilities; and (ii) retain its key officers and employees.

(d) **Public Announcements.** No party will make any public announcement concerning the Merger before discussing it with the other parties.

(e) **Adverse Event.** Each of Target and Buyer will promptly notify the other (i) when an event occurs that may materially and adversely affect its Business, or its ability to carry out the Merger; or (ii) if it determines it is or will be unable to comply with any of its obligations under this Agreement or fulfill any conditions under its control.

Section 3.2 Negative Covenants.

(a) **Charter Documents.** No party will amend its Articles of Incorporation or Bylaws (except for any changes necessary to comply with this Agreement).

(b) **Dividends.** Target will not declare or pay any dividend or make any other distribution in respect of its capital stock, except for regular cash dividends in accordance with established prior practice or as required by the terms of any preferred stock.

(c) **Stock.** Neither Target nor Buyer will split, combine, or reclassify any shares of its capital stock, and Target will not issue, redeem, or acquire (or agree to do so) any of its equity securities, options, warrants, or convertible instruments, except (i) pursuant to existing employee benefit plans; or (ii) pursuant to existing commitments or conversion rights disclosed in writing to Buyer.

(d) **Transactions Outside Ordinary Course.** Target and its subsidiaries will not: (i) enter into any transaction or commitment except in the ordinary course of business consistent with past practices; (ii) implement any new employee benefit plan, or employment or severance agreement; (iii) materially amend any existing employee benefit plan except as required by law; (iv) enter into, amend, or terminate any material contract; or (v) make any material change in the nature of their businesses and operations.

(e) **Inconsistent Agreements.** Target will not solicit proposals or participate in discussions concerning any form of business combination with a third party, except that if Target receives an unsolicited bona fide offer, its board of directors may do what its counsel considers necessary to fulfill fiduciary obligations. If Target receives such a proposal, it will promptly notify Buyer of the details and give Buyer a reasonable opportunity to make a counter proposal.

ARTICLE 4 CONDITIONS PRECEDENT

Section 4.1 Conditions to Obligations.

The obligations of each party to complete the Merger are subject to the following conditions:

(a) **Corporate Approval.** All corporate actions necessary to authorize the execution, delivery, and performance of this Agreement shall have been duly and validly taken by each other party. If required by applicable law or stock exchange requirements, the shareholders of each party shall have approved the Merger.

(b) **Approval from Government Agencies.** All governmental approvals and other actions required to effect the Merger and related transactions shall have been obtained, without conditions or restrictions that the affected party reasonably considers unduly burdensome.

(c) **Representations and Compliance.** The representations and warranties of each other party in this Agreement shall be true on the Effective Date with the same effect as though made on and as of such date, except for any changes contemplated by this Agreement. Each other party shall have complied with all covenants requiring compliance by it prior to the Effective Date.

(d) **Absence of Governmental Litigation.** No governmental authority shall have instituted a proceeding seeking injunctive or other relief in connection with the Merger and related transactions.

ARTICLE 5 CLOSING PROCEDURES

The closing under this Agreement will take place on the Effective Date, which will occur on a mutually agreed date as soon as possible after the later of (a) compliance with any conditions imposed in government approvals; and (b) satisfaction of all of the conditions in Article 4. The closing will take place at the Target's offices at 138 River Road, #208, Andover, Massachusetts 01820.

ARTICLE 6 TERMINATION

This Agreement, whether or not approved by the shareholders of Buyer or Target, may be terminated on or before the Effective Date (a) by mutual consent of Target and Buyer; or (b) unilaterally by Target or Buyer (i) after May 1, 2005, (ii) if the other fails to perform any covenant in this Agreement, and does not fully cure the failure within 10 business days after written notice of the alleged failure, or (iii) if any condition to the obligations of that party is not satisfied, and it reasonably appears that the condition cannot be satisfied prior to May 31, 2005. Unless the termination involves a default (including breach of representations or covenants), no party will have any further liability or obligation under this Agreement to the other parties or to any shareholder, director, officer, employee, agent, or representative of the other parties. Termination because of a party's default will be without prejudice to any other rights or remedies the nondefaulting parties may have.

ARTICLE 7 MISCELLANEOUS

Section 7.1 Notices.

Any notice under this Agreement must be in writing and either delivered in person, by reputable overnight courier service (charges prepaid), by facsimile transmission or electronic mail, or by certified or registered mail (postage prepaid) as follows:

If to Buyer: New BirdDog Solutions, Inc.
 Attn: David S. Wendell
 138 River Road, #208
 Andover, MA 01820
 Facsimile: (978) 688-8420
 E-Mail: dwendell@birddog.com

If to Target: BirdDog Solutions, Inc.
 Attn: David S. Wendell
 138 River Road, #208
 Andover, MA 01820
 Facsimile: (978) 688-8420
 E-Mail: dwendell@birddog.com

With a copy to: Gary L. Hoffman, Esq.
Erickson & Sederstrom, P.C.
10330 Regency Parkway Drive
Omaha, NE 68114
Facsimile: (402) 390-7137
E-Mail: ghoff@eslaw.com

Section 7.2 Expenses.

Each party will pay its own expenses.

Section 7.3 Termination of Representations and Warranties.

The representations and warranties of each party will terminate on the Effective Date.

Section 7.4 Assignability.

Neither this Agreement nor any rights or obligations under it are assignable.

Section 7.5 Governing Law.

This Agreement will be governed by the laws of the State of Nebraska.

Section 7.6 Amendment.

This Agreement may be amended in accordance with applicable law.

NEW BIRDDOG SOLUTIONS, INC.

BIRDDOG SOLUTIONS, INC.

By: /s/ Joel Sitak

By: /s/ Joel Sitak