

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/15/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Prophet Financial Systems, Inc.		06/15/2010
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Investools Inc.		
Street Address:	2180 S. 1300 East, Suite 65		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84106		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3176819	PROPHET
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
Phone:	312-214-8314		
Email:	mvallone@btlaw.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Melissa A.Vallone/Barnes & Thornburg LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	48152-108072		
NAME OF SUBMITTER:	Melissa A. Vallone		
Signature:	/mvallone/		

CH \$40.00 3176819

Date:

01/31/2012

Total Attachments: 8

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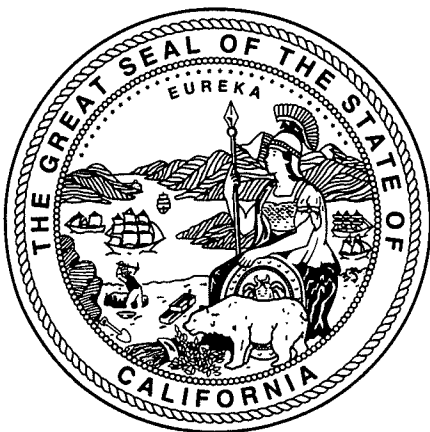
State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 7 page(s) is a full, true and correct copy of the original record in the custody of this office.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 24 2010



Debra Bowen

DEBRA BOWEN
Secretary of State

01027389



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Phone: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 24 2010

Registration Number: 1372598-0142
Business Name: INVESTOOLS INC.
Registered Date: AUGUST 28, 1997

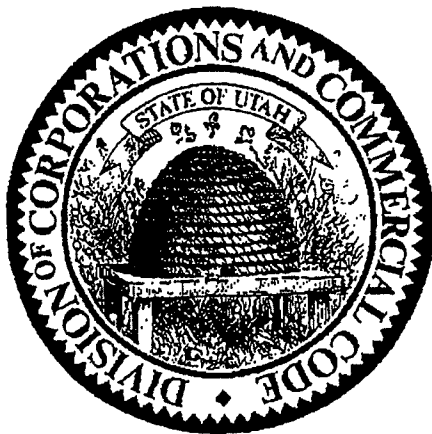
June 23, 2010

CERTIFIED COPY OF ARTICLES OF MERGER

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE ("DIVISION") HEREBY CERTIFIES THAT THE ATTACHED IS TRUE, CORRECT, AND COMPLETE COPY OF THE ARTICLES OF MERGER OF

PROPHET FINANCIAL SYSTEMS, INC. AND INVESTOOLS INC.

WERE FILED WITH THIS OFFICE ON JUNE 21, 2010 MERGER FILED MERGERING OF PROPHET FINANCIAL SYSTEMS, INC., A CA CORP UQ, INTO INVESTOOLS INC., A UT CORP THE SURVIVOR AS APPEARS OF RECORD IN THE OFFICE OF THE DIVISION.



Kathy Berg

Kathy Berg
Director
Division of Corporations and Commercial Code

Dept. of Professional Licensing
(801)530-6628

Real Estate
(801)530-6747

Public Utilities
(801)530-6651

Securities
(801)530-6600

Consumer Protection
(801)530-6601

TRADEMARK
REEL: 004707 FRAME: 0846

State of Utah

Department of Commerce

Division of Corporations and Commercial Code

I hereby certified that the foregoing has been filed and approved on this 21st day of Jan 2010 in this office of this Division and hereby issued This Certificate thereof.

Examiner J. Jones Date 6/23/10



Kathy Berg
Kathy Berg
Division Director

EXPEDITE

RECEIVED

JUN 21 2010

UQ merged into
1372598-0142

ARTICLES OF MERGER
OF
PROPHET FINANCIAL SYSTEMS, INC.
AND
INVESTTOOLS INC.

MERGER

To the Division of Corporations and Commercial Code
State of Utah

Pursuant to the provisions of the Utah Revised Business Corporation Act, the domestic business corporation and the foreign business corporation hereinafter named do hereby adopt the following Articles of Merger.

1. The Agreement of Merger, attached hereto as Exhibit A and made a part hereof, is the Plan of Merger for merging Prophet Financial Systems, Inc., a California corporation (the "Corporation"), with and into Investtools Inc., a Utah corporation (the "Surviving Corporation"), as approved and adopted by the Board of Directors of the Corporation by unanimous written consent dated June 14, 2010, and by the Board of Directors of the Surviving Corporation by unanimous written consent dated June 14, 2010.

2. With regard to the Corporation, the designation, the number of outstanding shares, and the number of votes entitled to be cast by the sole voting group entitled to vote on the Plan of Merger, are as follows:

- (a) Designation of shares of voting group: Common stock
- (b) Number of outstanding shares of voting group: 100 shares
- (c) Number of votes of voting group entitled to be cast on the Plan of Merger: 100

3. With regard to the Corporation, the total number of votes cast for and against the Plan of Merger by the sole voting group entitled to vote on the Plan of Merger is as follows:

- (a) Designation of shares of voting group: Common stock
- (b) Number of votes of voting group cast for the Plan of Merger: 100
- (c) Number of votes of voting group cast against the Plan of Merger: 0

4. The said number of votes cast for the Plan of Merger was sufficient for the approval thereof by the said voting group.

5. With regard to the Surviving Corporation, the designation, the number of outstanding shares, and the number of votes entitled to be cast by the sole voting group entitled to vote on the Plan of Merger, are as follows:

- (a) Designation of shares of voting group: Common stock
- (b) Number of outstanding shares of voting group: 100 shares
- (c) Number of votes of voting group entitled to be cast on the Plan of Merger: 100

06-21-10P01:49 RCVD

Date: 05/21/2010
Receipt Number: 3239270
Amount Paid: \$1,390.70

6. With regard to the Surviving Corporation, the total number of votes cast for and against the Plan of Merger by the sole voting group entitled to vote on the Plan of Merger is as follows:

- (a) Designation of shares of voting group: Common stock
- (b) Number of votes of voting group cast for the Plan of Merger: 100
- (c) Number of votes of voting group cast against the Plan of Merger: 0

7. The said number of votes cast for the Plan of Merger was sufficient for the approval thereof by the said voting group.

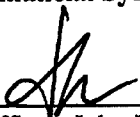
8. The merger of the Corporation with and into the Surviving Corporation is permitted by the laws of the jurisdiction of organization of the Corporation and has been authorized in compliance with said laws.

9. The address of the principal office of the Surviving Corporation within or without the State of Utah at which the Surviving Corporation has authorized process to be served upon it by registered or certified mail return receipt requested is as follows:


2180 South 1300 East
Suite 650
Salt Lake City, Utah 84106

Executed on this 15th day of June, 2010.

Prophet Financial Systems, Inc.

By: 
Name of officer: John B. Bunch
Title of officer: President

Investools Inc.

By: 
Name of officer: John B. Bunch
Title of officer: President

TRADEMARK

REEL: 004707 FRAME: 0848

EXHIBIT A

Agreement of Merger

TRADEMARK

REEL: 004707 FRAME: 0849

AGREEMENT OF MERGER

PROPHET FINANCIAL SYSTEMS, INC.
a California Corporation

INTO

INVESTTOOLS INC.
a Utah Corporation

This Agreement of Merger ("Agreement"), dated as of June 15, 2010, is made by and between Prophet Financial Systems, Inc., a California corporation (the "Corporation"), and Investtools Inc., a Utah corporation (the "Surviving Corporation").

WHEREAS, the Corporation's Board of Directors and sole shareholder have adopted and approved this Agreement by unanimous written consents dated June 14, 2010 and June 15, 2010, respectively; and

WHEREAS, the Surviving Corporation's Board of Directors and sole shareholder have adopted and approved this Agreement by unanimous written consents dated June 14, 2010 and June 15, 2010, respectively; and

WHEREAS, the Corporation and the Surviving Corporation, through their respective Boards of Directors, thereof declare it advisable and in the best interest of said corporations and their respective stockholders to merge the Corporation with and into the Surviving Corporation, pursuant to the provisions of the Utah Revised Business Corporation Act, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **Merger.** Upon the Effective Date (as defined below), the Corporation shall be merged with and into the Surviving Corporation (the "Merger"), and as a result of such Merger, the separate existence of the Corporation shall cease on the Effective Date.
2. **Surviving Corporation.** The Surviving Corporation shall survive the Merger and shall continue to be governed by the laws of the State of Utah. The Surviving Corporation shall assume responsibility for all taxes and fees owed by the Corporation as of the Effective Date.
3. **Effective Date.** The effective time and date of the Merger, herein referred to as the "Effective Date," shall be the time at which a Certificate of Merger is filed in the office of the Secretary of State of the State of Utah in accordance with the relevant provisions of Utah Revised Business Corporation Act.

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation will continue to be the Articles of Incorporation of the Surviving Corporation, and will continue in full force and effect until changed, altered, or amended in the manner prescribed by the provisions of the Utah Revised Business Corporation Act.

5. Bylaws. The Bylaws of the Surviving Corporation will continue to be the Bylaws of the Surviving Corporation, and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Utah Revised Business Corporation Act.

6. Board of Directors and Officers. The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Date of the merger shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Surviving Corporation immediately prior to the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

7. Rights and Duties of the Surviving Corporation. Upon the Effective Date, the separate existence of the Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Corporation and shall be subject to all debts and liabilities of the Corporation as provided in the Utah Revised Business Corporation Act. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law or any other actions are necessary or desirable to vest the title of any property or rights of the Corporation in the Surviving Corporation according to the terms hereof, the Corporation and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and managers of the Surviving Corporation are fully authorized in the name of the Corporation or otherwise to take any and all such actions.

8. Conversion of Outstanding Stock. Upon the Effective Date, each of the issued and outstanding shares of common stock of the Corporation shall be cancelled. The issued and outstanding shares of the Surviving Corporation immediately prior to the Effective Date shall remain issued and outstanding and shall be unaffected by the Merger.

9. Other Documents. The parties agree to execute and deliver all such documents and instruments and take all such action necessary or desirable, from time to time, to evidence, carry out or consummate the Merger.

10. Termination. This Agreement may be terminated and abandoned by action of the Board of Directors of either of the Corporation or the Surviving Corporation at any time prior to the Effective Date, whether before or after approval by the shareholders of the parties hereto.


11. Plan of Reorganization. Solely for federal and state income and franchise tax purposes, the Merger is intended to be a reorganization under Section 368(a) of the Internal Revenue Code.


12. Amendment. At any time prior to the Effective Date, the Boards of Directors of the Corporation and the Surviving Corporation may, to the fullest extent permitted by law, amend, modify or supplement this Agreement in such manner as they may determine.

IN WITNESS WHEREOF, this Agreement of Merger is hereby signed upon behalf of the parties hereto.

PROPHET FINANCIAL SYSTEMS, INC.

INVESTTOOLS INC.

By: 
Name: John B. Bunch
Title: President

By: 
Name: John B. Bunch
Title: President

