

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Cancellation of Inventory Locator Service L.P. in connection with merger of its limited partner ILS Investor, Inc. with and into its general partner, Inventory Locator Service GP, Inc. a Tennessee corporation		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Inventory Locator Service, L.P.		06/28/1999
			LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Inventory Locator Service GP, Inc.		
Street Address:	3965 Mendenhall Road		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2025826	ILS
	Registration Number:	1683333	INVENTORY LOCATOR SERVICE
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Andrea M. Sander, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	03071-4900.0248.TM0125906		
NAME OF SUBMITTER:	Andrea M. Sander, Attorney of Record		

OP \$65.00 2025826

TRADEMARK

Signature:	/Andrea M. Sander/
Date:	04/04/2012
Total Attachments: 18 source=Cert. of Cancellation and Merger#page1.tif source=Cert. of Cancellation and Merger#page2.tif source=Cert. of Cancellation and Merger#page3.tif source=Cert. of Cancellation and Merger#page4.tif source=Cert. of Cancellation and Merger#page5.tif source=Cert. of Cancellation and Merger#page6.tif source=Cert. of Cancellation and Merger#page7.tif source=Cert. of Cancellation and Merger#page8.tif source=Cert. of Cancellation and Merger#page9.tif source=Cert. of Cancellation and Merger#page10.tif source=Cert. of Cancellation and Merger#page11.tif source=Cert. of Cancellation and Merger#page12.tif source=Cert. of Cancellation and Merger#page13.tif source=Cert. of Cancellation and Merger#page14.tif source=Cert. of Cancellation and Merger#page15.tif source=Cert. of Cancellation and Merger#page16.tif source=Cert. of Cancellation and Merger#page17.tif source=Cert. of Cancellation and Merger#page18.tif	

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "INVENTORY LOCATOR SERVICE, LP", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 1999, AT 4:30 O'CLOCK P.M.



Handwritten signature of Edward J. Freel in cursive.

Edward J. Freel, Secretary of State

2699916 8100

991264274

AUTHENTICATION: 9836267

DATE: 06-29-99

CERTIFICATE OF CANCELLATION
OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
INVENTORY LOCATOR SERVICE, LP

Inventory Locator Service, LP, a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act (the "Act"), for the purpose of cancelling the Certificate of Limited Partnership of the Partnership pursuant to Section 17-203 of the Act hereby certifies that:

1. The name of the limited partnership is Inventory Locator Service, L.P.
2. The limited partnership's Certificate of Limited Partnership was originally filed in the Office of the Secretary of State on December 27, 1996.
3. This Certificate of Cancellation is being filed for the reason that the limited partnership has been dissolved and liquidated in connection with the merger of its limited partner, ILS Investor, Inc., a Delaware corporation, with and into its general partner, Inventory Locator Service GP, Inc., a Tennessee corporation.
4. This Certificate of Cancellation shall become effective on the date of its filing with the Secretary of State of Delaware.

IN WITNESS WHEREOF, the undersigned, constituting the sole partner of the Partnership, has executed this Certificate of Cancellation on the 28th day of June, 1999.

Inventory Locator Service GP, Inc.,
a Tennessee corporation

By: 

Name: Jacqueline K. Collier

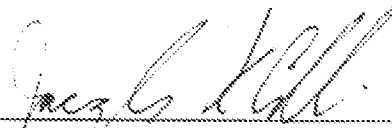
Title: Vice President and Controller

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 25th day of June, 1999.

GENERAL PARTNER:

INVENTORY LOCATOR SERVICE GP,
INC., a Tennessee corporation


Address:
3965 Mendenhall Road
Memphis, Tennessee 38115

By: 
Name: Jacqueline K. Collier
Title: Vice President and Controller

LIMITED PARTNER:

ILS INVESTOR, INC., a Delaware
corporation

Address:
222 Delaware Avenue, Suite 1444
Wilmington, Delaware 19801

By: 
Name: Norman V. Shuman
Title: President

INVENTORY LOCATOR SERVICE, LP**UNANIMOUS WRITTEN CONSENT OF PARTNERS**

The undersigned, being all the partners of Inventory Locator Service, LP, a Delaware limited partnership ("Partnership"), hereby consent to the adoption of the following recitals and resolutions:

WHEREAS, Inventory Locator Service GP, Inc., a Tennessee corporation (the "General Partner"), is the sole general partner of the Partnership and ILS Investor, Inc., a Delaware corporation (the "Limited Partner"), is the sole limited partner of the Partnership and a wholly owned subsidiary of the General Partner (collectively, the "Partners"); and

WHEREAS, recent changes in Tennessee tax law make it advantageous to terminate the Partnership before June 30, 1999, and the Partners have determined that it is in the best interests of the Partnership to merge the Limited Partner with and into the General Partner and dissolve and liquidate the Partnership;

NOW THEREFORE, BE IT:

RESOLVED, that the Limited Partner shall be merged with and into the General Partner (the "Merger") pursuant to the General Corporation Law of the State of Delaware and the Tennessee Business Corporation Act, with the General Partner being the surviving corporation in the Merger.

RESOLVED, that the Partnership be dissolved and liquidated pursuant to its Agreement of Limited Partnership and the Delaware Revised Uniform Limited Partnership Act (the "Act").

RESOLVED, that the General Partner be authorized to take any and all necessary action to wind up the affairs of the Partnership and to execute a Certificate of Cancellation of Certificate of Limited Partnership pursuant to the Act on behalf of the Partnership.

FURTHER RESOLVED, that the Partners and each of their officers are hereby authorized and directed, in the name and on behalf of the Partnership to take or cause to be taken all such further actions and to sign, execute, acknowledge, certify, attest, deliver, accept, record and file all such further documents, certificates and instruments as such General Partner (acting through any of its officers), in such Partners' sole discretion, may determine to be necessary, appropriate or desirable to fulfill the intent and accomplish the purposes of the foregoing resolutions, such determination to be conclusively evidenced by the taking of any such further action or the execution and delivery of any such further document, and all prior actions taken by or at the direction of the officers of the Partners, acting on behalf of the Partnership relating to the transactions contemplated by the foregoing resolutions are hereby ratified and confirmed in all respects.

**PLAN OF DISSOLUTION, TERMINATION
AND LIQUIDATION
OF
INVENTORY LOCATOR SERVICE, LP**

THIS PLAN OF DISSOLUTION, TERMINATION AND LIQUIDATION (the "Plan") of Inventory Locator Service, LP (the "Partnership"), a Delaware limited partnership, is made and entered into as of, although not necessarily on, the 28th day of June, 1999 (the "Effective Date"), by Inventory Locator Service GP, Inc., a Tennessee corporation, as the sole remaining partner hereof.

WITNESSETH:

WHEREAS, the Partnership was formed as a Delaware limited partnership under the Delaware Revised Uniform Limited Partnership Act by the filing of that certain Certificate of Limited Partnership, dated as of December 27, 1996, with the Office of the Secretary of State of the State of Delaware on December 27, 1996, pursuant to that certain Agreement of Limited Partnership dated as of December 27, 1996 (the "Partnership Agreement"), by and between Inventory Locator Service GP, Inc., a Tennessee corporation, as the general partner thereof (the "General Partner"), and ILS Investor, Inc., a Delaware corporation, as the limited partner thereof (the "Limited Partner"); and

WHEREAS, pursuant to the terms of that certain Certificate of Ownership and Merger merging the Limited Partner with and into the General Partner, dated as of June 28, 1999 and filed with the Office of the Secretary of State of the State of Delaware, and that certain Articles of Merger of General Partner and Limited Partner dated as of June 28, 1999 and filed with the Office of the Secretary of State of the State of Tennessee, the Limited Partner has merged with and into the General Partner (the "Merger"), and by operation of law, the General Partner has acquired the entire interest of the Limited Partner in and to the Partnership; and

WHEREAS, as a result of the Merger, the General Partner became the sole remaining partner of the Partnership and the Partnership was dissolved, and the General Partner hereby elects to wind-up, terminate and liquidate the Partnership, and this Plan is intended to accomplish and evidence the complete liquidation of the business and assets of the Partnership (the "Dissolution and Termination"); and

WHEREAS, simultaneously with the execution of this Plan, the Partnership is assigning to the General Partner (the sole remaining Partner of the Partnership) all rights, title and interests in and to any and all assets of the Partnership, pursuant to that certain Blanket Conveyance, Bill of Sale, Assignment and Assumption Agreement of even date herewith (the "Assignment");

NOW, THEREFORE, the party hereto does hereby agree as follows:

1. Dissolution and Termination. As a result of the Merger, the Partnership is hereby dissolved and the General Partner hereby elect(s) to wind up, terminate and liquidate the

Partnership, and in accordance therewith the Partnership business shall be wound up and all of its assets assigned and transferred under the Assignment. Notwithstanding any other provision of the Partnership Agreement to the contrary, the General Partner (the sole remaining Partner of the Partnership) hereby agrees and consents to and ratifies the Assignment as an action properly taken in accordance with this Plan and the Dissolution and Termination of the Partnership, and those actions and all other actions heretofore taken and all things done in connection with the Dissolution and Termination and the winding up of the affairs of the Partnership, and any and all other actions contemplated hereby or thereby are ratified, approved and adopted as the acts of the Partnership in furtherance of this Plan.

2. Effective Date. This Plan shall be effective as of the Effective Date.

3. Liquidation. As soon as reasonably practical, the General Partner (also referred to as the "Liquidator"), acting by and through any of its officers, who shall be acting as the liquidating Partner of the Partnership, shall (on behalf of the Partnership):

(a) cease to carry on the Partnership's business, except insofar as may be necessary for the winding up thereof;

(b) proceed to collect any remaining assets of the Partnership and convey and dispose of such assets as are not to be distributed in kind to the Partners and pay, satisfy or discharge the liabilities and obligations of the Partnership or make adequate provision for payment and discharge thereof, and do all other acts required to liquidate the business and affairs of the Partnership and then to apply and distribute the proceeds of such liquidation in the following manner and order of priority, to the extent available:

(i) to the payment of debts and liabilities of the Partnership including any loans or advances that may have been made by any of the Partners, or their affiliates, to the Partnership and including all expenses of the Partnership incident to such sale or any other fees, debts and liabilities of the Partnership to the Partners or their affiliates arising under the Partnership Agreement or otherwise) in the order provided by law; provided that to the extent allowed by law, liabilities with respect to which any Partner is or may be personally liable shall be paid first;

(ii) to the payment of expenses of liquidation of the Partnership in the order provided by law; provided that, to the extent allowed by law, expenses with respect to which any Partner is or may be personally liable shall be paid first;

(iii) to the setting up of any reserves which the Liquidator may deem reasonably necessary for any contingent, unmatured or unforeseen liabilities, obligations or expenses of the Partnership; provided that any such reserves shall be held by the Partnership for the purpose of disbursing such funds in payment of any of the aforementioned contingencies and, at the expiration of such period (not to exceed 18 months from the date of this Plan, unless an extension is consented to by the General Partner, to distribute the balance thereafter remaining in the manner hereinafter provided;

(iv) to the General Partner in the order and manner prescribed in the Partnership Agreement, including without limitation, repayment of loans made to the Partnership by Partners and the reduction of positive capital account balances;

(c) withdraw from the jurisdictions, if any, in which the Partnership is qualified to do business and to cancel the Certificate of Limited Partnership on file with the Office of the Secretary of State of the State of Delaware; and

(d) take such other action as may be necessary, desirable or appropriate in the judgment of the General Partner to cause the Partnership to be formally dissolved and terminated.

4. Authority. (a) The General Partner shall have authority to do and authorize any and all acts and things as provided for in this Plan and any and all such further acts and things as the General Partner, its President or other officer may consider necessary, desirable or appropriate to carry out the purposes of this Plan, including the execution and filing of any certificates, documents, tax returns and other papers, and the payment of such expenses, as any officer of the General Partner in its sole discretion shall consider necessary or appropriate to implement this Plan.

(b) The General Partner shall have authority to do or authorize such variations from, and to supplement or modify the provisions of, this Plan, as any officer of the General Partner may in its sole discretion consider necessary or advisable to effectuate this Plan and the Dissolution and Termination of the Partnership or otherwise to effectuate the complete liquidation, dissolution and termination of existence of the Partnership and the sale or distribution of its remaining assets to the Partners.

5. Previous Actions. All actions heretofore taken by any Partner, the Liquidator, or the directors or officers of any of the aforesaid, on behalf of the Partnership, and all things done by their authority in connection with the consummation of the transactions contemplated by this Plan be and the same are hereby ratified, approved and adopted as the acts of the Partnership.

6. Defined Terms. Capitalized terms used in this Plan shall have the meanings assigned to them in this Plan (including those in the recital paragraphs hereof), and capitalized terms used herein in this Plan and not defined herein shall have the meanings assigned to them in the Partnership Agreement, in each case, unless the context clearly requires otherwise.

7. Survival. All of the warranties, representations, indemnifications, covenants and agreements of the parties contained in this Plan shall survive the consummation of the transactions contemplated hereby and the dissolution, termination and winding up of the Partnership.

8. Binding Effect. Except as herein otherwise provided to the contrary, this Plan shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal and personal representatives, successors and assigns; provided, however, that neither party shall have any right, power and authority to assign any rights, powers, duties or obligations hereunder.

9. Amendments. No amendment, alteration, modification or waiver of this Plan, or any part hereof, shall be valid or effective unless in writing and signed by all the parties hereto.

10. Applicable Laws. The substantive laws of the State of Delaware and the applicable federal laws of the United States shall govern the validity, construction, enforcement and interpretation of this Plan, and this Plan shall be governed by and construed in accordance with the laws of the State of Delaware and the applicable federal laws of the United States.

11. Waiver. No consent or waiver, either expressed or implied, by any party to or of any breach or default by any other party, in the performance by such other party of the obligations thereof under this Plan shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this Plan. Failure on the part of any party to complain or to pursue complaints with respect to any acts or failure to act of any other party, or failure on the part of any party to declare any other party in default, irrespective of how long such default continues, shall not constitute a waiver by such party of the rights and remedies thereof under this Plan or otherwise at law or in equity.

12. Headings and Titles. The headings and titles of the Articles, Sections, Sub-sections and Paragraphs herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the operative terms or provisions herein.

13. Gender. Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine, or neuter gender, and all singular words shall include the plural, and all plural words shall include the singular.

14. Construction. In case any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision or provisions shall be fully severable and shall not affect any other provision hereof and this Plan shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein. Furthermore, in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as part of this Plan a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. This Plan. The words "herein," "hereof," "hereunder," "hereby," "this Plan" and other similar reference shall be construed to mean and include this Plan and all amendments thereof and supplements thereto unless the context should clearly indicate or require otherwise.

16. No Third-Party Beneficiary Rights. This Plan is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successors and assigns, and no other person, individual, corporation or entity, whatsoever, shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Plan as a third-party beneficiary or otherwise.

17. Exhibits. All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part of this Plan as fully as if and with the same force and effect as if such exhibit, attachment, annex or addendum had been included herein in full.

18. Language. The parties hereto acknowledge that each of them and their counsel have reviewed this Plan and that the language used in this Plan shall be deemed to be the language chosen by the parties to express their mutual intent, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Plan or any amendments or exhibits hereto and that no rule of strict construction shall be applied against any party.

IN WITNESS WHEREOF, this Plan is executed as of the day and year first above written.

GENERAL PARTNER:

Inventory Locator Service GP, Inc., a Tennessee corporation

By: _____

Name: Jacqueline K. Collier

Title: Vice President and Controller

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 06/30/99
REQUEST NUMBER: 3785-1388
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 06/30/99 0930
EFFECTIVE DATE/TIME: 06/30/99 0930
CONTROL NUMBER: 0328946

TO:
TSIC
PO BOX 120598

NASHVILLE, TN 37212

RE:
INVENTORY LOCATOR SERVICE, L.P.
CANCELLATION - FOREIGN LIMITED PARTNERSHIP

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A LIMITED PARTNERSHIP HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CANCELLATION - FOREIGN LIMITED PARTNERSHIP

ON DATE: 06/30/99

FROM:
TSIC (BOX 120598)
P. O. BOX 120598

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

NASHVILLE, TN 37212-0000

RECEIPT NUMBER: 00002515833
ACCOUNT NUMBER: 00000499



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

CERTIFICATE OF CANCELLATION OF REGISTRATION OF
FILED FOREIGN LIMITED PARTNERSHIP FOR

Inventory Locator Service, LP

To the Secretary of the State of Tennessee:

Pursuant to the provisions of Section 61-2-906 of the Tennessee Revised Uniform Limited Partnership Act, the undersigned general partner executes the following certificate of cancellation of registration:

1. The name of the foreign limited partnership is Inventory Locator Service, LP

If different, the name under which the foreign limited partnership is registered is _____

2. The state or country under whose law it was organized is Delaware

3. The foreign limited partnership is not transacting business in the State of Tennessee and surrenders its registration to transact business in this state.

4. Please strike the inapplicable statement:

~~(a) The foreign limited partnership continues its registered agent and registered office in the State of Tennessee.~~

(b) The foreign limited partnership hereby revokes the authority of its registered agent to accept service on its behalf and appoints the Secretary of State as its agent for service of process in any proceeding based on a cause of action arising during the time it was registered to transact business in this state.

5. The mailing address (including zip code) to which the Secretary of State may mail a copy of any process served on him is:

Jeffrey J. Murphy, Senior Vice-President/General Counsel at 2055 Diplomat Drive, Dallas, Texas 75234

6. The undersigned foreign limited partnership makes the commitment to notify the Secretary of State in the future of any change in its mailing address.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

_____, 19____ (date), _____ (time).

[NOTE: A delayed effective date may not be later than the 90th day after this document is filed by the Secretary of State.]

[Signature]
Signature Date 6-29-99

[Signature]
Signature _____
Jacqueline K. Collier

Signer's Capacity Vice President and
Controller of Inventory
Locator Service GP, Inc.,
the sole general partner of
Inventory Locator Service, LP

Name (typed or printed)



SS-4475 (Rev. 5/89)

RDA Pending

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ILS INVESTOR, INC.", A DELAWARE CORPORATION,

WITH AND INTO "INVENTORY LOCATOR SERVICE GP, INC." UNDER THE NAME OF "INVENTORY LOCATOR SERVICE GP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF JUNE, A.D. 1999, AT 8:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3062133 8100M

991261287

AUTHENTICATION: 9832429

DATE: 06-28-99

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

ILS INVESTOR, INC.

WITH AND INTO

INVENTORY LOCATOR SERVICE GP, INC.

(Pursuant to Section 253 of the General Corporation Law of the State of Delaware)

Pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), Inventory Locator Service GP, Inc., a Tennessee corporation (the "Corporation"), for the purpose of merging ILS Investor, Inc., a Delaware corporation (the "Subsidiary"), with and into the Corporation (the "Merger"), does hereby certify as follows:

1. The Corporation is a corporation validly existing under the laws of the State of Tennessee.
2. The Subsidiary is a corporation validly existing under the laws of the State of Delaware.
3. The Corporation owns all (100%) of the issued and outstanding shares of capital stock of the Subsidiary, to include 100 shares of common stock, \$.01 par value per share (the "Subsidiary Common Stock"). The Subsidiary Common Stock is the only capital stock of the Subsidiary for which shares are issued and outstanding.
4. The Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings, a copy of which may be mailed by the Secretary of State to the attention of Jeffrey J. Murphy, Senior Vice President and General Counsel at the following address: 2055 Diplomat Drive, Dallas, Texas 75234-8989.
5. The Board of Directors of the Corporation has voted to merge the Subsidiary with and into the Corporation pursuant to the following resolutions relevant to the Merger, duly adopted on June 25, 1999:

* * *

RESOLVED, that, pursuant to Section 253 of the DGCL, and Section 48-21-105 of the Tennessee Business Corporation Act ("TBCA"), the Subsidiary shall be merged with and into the

Corporation with the Corporation being the surviving corporation in the Merger (the "Surviving Corporation").

RESOLVED FURTHER, that the Merger shall be effective on June 28, 1999 (the "Effective Time").

RESOLVED FURTHER, that, at the Effective Time, by virtue of the Merger and without further action by the Corporation or the Subsidiary:

(a) each share of Subsidiary Common Stock issued and outstanding immediately prior to the Effective Time will be cancelled without the payment of any consideration therefor, and

(b) each share of Common Stock, no par value per share, of the Corporation will remain outstanding and be unaffected by the Merger.

RESOLVED FURTHER, that the charter of the Surviving Corporation (the "Charter") to be in effect from and after the Effective Time until amended in accordance with its terms and the TBCA will be the charter of the Corporation immediately prior to the Effective Time. No amendments or changes to the charter of the Corporation will be effected by the Merger.

RESOLVED FURTHER, that the bylaws of the Surviving Corporation (the "Bylaws") to be in effect from and after the Effective Time until amended in accordance with their terms and the TBCA will be the bylaws of the Corporation immediately prior to the Effective Time. No amendments or changes to the bylaws of the Corporation will be effected by the Merger.

RESOLVED FURTHER, that the members of the Board of Directors of the Surviving Corporation from and after the Effective Time will be the members of the Board of Directors of the Corporation immediately prior to the Effective Time, with each such person to serve as a director of the Surviving Corporation for the remainder of the term for which such person was elected to the Board of Directors of the Corporation and until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal in accordance with the Charter, the Bylaws and the TBCA.

RESOLVED FURTHER, that the officers of the Surviving Corporation from and after the Effective Time will be the officers of the Corporation immediately prior to the Effective Time, with each such person to serve in the office or offices held with the Corporation until his or her successor or successors are duly elected and qualified or until his or her earlier death, resignation or removal in accordance with the Charter, the Bylaws and the TBCA.

* * *

This Certificate of Ownership and Merger shall be effective on June 28, 1999.

Executed this 28th day of June, 1999.

INVENTORY LOCATOR SERVICE GP, INC.,
a Tennessee corporation

By: 

Name: Jacqueline K. Collier

Title: Vice President and Controller

ILS INVESTOR, INC.

UNANIMOUS CONSENT OF
THE BOARD OF DIRECTORS

Pursuant to Section 141 of the Delaware General Corporation Law (the "DGCL"), the undersigned, being all of the directors of ILS Investor, Inc., a Delaware corporation (the "Subsidiary"), hereby consent in writing to the adoption of the following resolutions:

WHEREAS, the Subsidiary is the sole limited partner of Inventory Locator Service, LP, a Delaware limited partnership (the "Partnership") and a wholly owned subsidiary of Inventory Locator Service GP, Inc., a Tennessee corporation (the "Corporation"), the sole general partner of the Partnership (together, the Subsidiary and the Corporation are referred to as the "Partners"); and

WHEREAS, pursuant to the Unanimous Written Consent of Partners of the Partnership dated June 24, 1999, the Partners agreed that it was in the best interests of the Partnership to merge Subsidiary with and into the Corporation and dissolve and liquidate the Partnership;

NOW THEREFORE, BE IT RESOLVED, that, pursuant to Section 253 of the DGCL, and Section 48-21-105 of the Tennessee Business Corporation Act ("TBCA"), the Subsidiary shall be merged with and into the Corporation (the "Merger") with the Corporation being the surviving corporation in the Merger (the "Surviving Corporation")

RESOLVED FURTHER, that the Merger shall be effective on June 28, 1999 (the "Effective Time").

RESOLVED FURTHER, that, at the Effective Time, by virtue of the Merger and without further action by the Corporation or the Subsidiary:

- a. each share of common stock, par value \$.01 per share, of the Subsidiary issued and outstanding immediately prior to the Effective Time will be canceled without the payment of any consideration therefor; and
- b. each share of common stock, no par value per share, of the Corporation will remain outstanding and be unaffected by the Merger.

RESOLVED FURTHER, that the charter of the Surviving Corporation (the "Charter") to be in effect from and after the Effective Time until amended in accordance with its terms and the TBCA will be the charter of the Corporation immediately prior to the Effective Time

RESOLVED FURTHER, that the bylaws of the Surviving Corporation (the "Bylaws") to be in effect from and after the Effective Time until amended in accordance with their terms and the TBCA will be the bylaws of the Corporation immediately prior to the Effective Time. No amendments or changes to the bylaws of the Corporation will be effected by the Merger

RESOLVED FURTHER, that the members of the Board of Directors of the Surviving Corporation from and after the Effective Time will be the members of the Board of Directors of the Corporation immediately prior to the Effective Time, with each such person to serve as a director of the Surviving Corporation for the remainder of the term for which such person was elected to the Board of Directors of the Corporation and until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal in accordance with the Charter, the Bylaws and the TBCA.

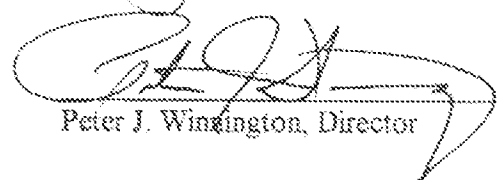
RESOLVED FURTHER, that the officers of the Surviving Corporation from and after the Effective Time will be the officers of the Corporation immediately prior to the Effective Time, with each such person to serve in the office or offices held with the Corporation until his or her successor or successors are duly elected and qualified or until his or her earlier death, resignation or removal in accordance with the Charter, the Bylaws and the TBCA.

RESOLVED FURTHER, that the officers of the Subsidiary be, and each of them hereby is, authorized and directed, in the name and on behalf of the Subsidiary, to take or cause to be taken all such further action and to sign, execute, acknowledge, certify, attest, deliver, accept, record and file all such further documents, certificates and instruments as such officer, in such officer's sole discretion, may determine to be necessary, appropriate or desirable to fulfill the intent and accomplish the purposes of the foregoing resolutions, such determination to be conclusively evidenced by the taking of such further action or the execution and delivery of any such further document, and all prior actions taken by or at the direction of the officers of the Subsidiary relating to the transactions contemplated by the foregoing resolutions are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 25th day of June, 1999.



Peter C. Fulweiler, Director



Peter J. Wington, Director

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 07/02/99
REQUEST NUMBER: 3707-0435
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 07/02/99 1006
EFFECTIVE DATE/TIME: 07/02/99 1006
CONTROL NUMBER: 0065719

JM 5466

2

TO:
TS10
PO BOX 120598

NASHVILLE, TN 37212

RE:
INVENTORY LOCATOR SERVICE, INC.
ARTICLES OF AMENDMENT TO THE CHARTER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF AMENDMENT TO THE CHARTER

ON DATE: 07/02/99

FROM:
TS10 (BOX 120598)
P. O. BOX 120598
NASHVILLE, TN 37212-0000

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00002517093
ACCOUNT NUMBER: 00000499



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE