

MRD
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RECORDATION FORM COVER:
TRADEMARKS ONLY

100965061

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/11/1999 DNGUYEN 00000073 2134288

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
 REEL: 1854 FRAME: 0704

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2134288	2134290	

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Wayne W. Lew

Name of Person Signing

Signature

Date Signed

OCT 09 1997 *paid*2010607 Juv
AGREEMENT OF MERGER AND PLAN OF REORGANIZATION*Bill Jones*
B. JONES, Secretary of State

Agreement of Merger and Plan of Reorganization dated May 16, 1997, by and between INTUITIVE COMPUTER SOLUTIONS, INC., a Pennsylvania corporation (hereinafter called "ICS") and CHILI!SOFT, INC., a California corporation (hereinafter called "Chili!Soft").

WHEREAS:

1. The Boards of Directors of ICS and Chili!Soft have resolved that ICS and Chili!Soft be merged pursuant to the General Corporation Law of the State of California and the Business Corporation Law of the Commonwealth of Pennsylvania into a single corporation existing under the laws of the State of California, to wit, Chili!Soft, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;
2. The authorized capital stock of ICS consists of 500 shares of Common Stock with no par value per share (hereinafter called "ICS Common Stock"), of which 392.82 shares are issued and outstanding;
3. The authorized capital stock of Chili!Soft consists of 20,000,000 shares of Common Stock with no par value (hereinafter called "Chili!Soft Common Stock"), 3 shares of which are issued and outstanding and 10,000,000 shares of Preferred Stock with no par value of which no shares are issued and outstanding; and
4. The respective Boards of Directors of ICS and Chili!Soft have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporation Law of the State of California and the Business Corporation Law of the Commonwealth of Pennsylvania that ICS and Chili!Soft shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of California, to wit, Chili!Soft, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

0.1. Stockholders' Meetings; Filings; Effects of Merger

0.1.1. ICS Stockholders' Meeting. ICS shall conduct a meeting of its stockholders to be held in accordance with the Business Corporation Law of the Commonwealth of Pennsylvania at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

0.1.2. Action by ICS as Sole Stockholder of Chili!Soft. On or before May 16, 1997, ICS, as the sold stockholder of Chili!Soft, shall adopt this Agreement in accordance with the General Corporation Law of the State of California.

0.1.3. Filing of Agreement of Merger, Effective Date. If (a) this Agreement is adopted by the stockholders of ICS in accordance with the Business Corporation Law of the Commonwealth of Pennsylvania, (b) this Agreement has been adopted by ICS as the sole stockholder of Chili!Soft, in accordance with the General Corporation Law of the State of California, and (c) this Agreement is not thereafter, and has not theretofore been terminated or abandoned as permitted by the provisions hereof, then a Agreement of Merger shall be filed and recorded in accordance with the General Corporation Law of the State of California and Articles of Merger shall be filed in accordance with the Business Corporation Law of the Commonwealth of Pennsylvania. Such filings shall be made on the same day. The Merger shall become effective at 9:00 a.m. on the day of such filing in California, which date and time are herein referred to as the "Effective Date."

0.1.4. Certain Effects of Merger. On the Effective Date, the separate existence of ICS shall cease, and ICS shall be merged into Chili!Soft which, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of ICS; and all and singular, of the rights, privileges, powers and franchises of ICS and all property, real, personal and mixed, and all debts due to ICS on whatever account, as well for stock subscriptions and all other things in action or belonging to ICS, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of ICS, and the title to any real estate vested by deed or otherwise, under the laws of California or any other jurisdiction, in ICS, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of ICS shall be preserved unimpaired, and all debts, liabilities and duties of ICS shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of ICS or the corresponding officers of the Surviving Corporation, may, in the name of ICS, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all ICS's property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement.

0.2. Name of Surviving Corporation: Certificate of Incorporation: By-Laws

0.2.1. Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be CHILI!SOFT, INC.

0.2.2. Certificate of Incorporation. The Articles of Incorporation of Chili!Soft as in effect on the date hereof shall from and after the Effective Date be, and continue

to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

0.2.3. By-Laws. The By-Laws of Chili!Soft, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided herein.

0.3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of ICS and the nature and amount of securities of Chili!Soft which the holders of shares of ICS Common Stock are to receive in exchange for such shares are as follows:

0.3.1. ICS Common Stock. Each one share of ICS Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into 9,304.5161 fully paid shares of Chili!Soft Common Stock (with fractional shares rounded to the nearest whole share), and outstanding certificates, if any, representing shares of ICS Common Stock shall thereafter represent shares of Chili!Soft Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

0.3.2. Chili!Soft Common Stock Held by ICS. All issued and outstanding shares of Chili!Soft Common Stock held by ICS immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates, if any, representing such shares shall be canceled.

0.3.3. Chili!Soft Additional Share Issuance Pending the Effective Date. The parties hereto, and the respective Boards of Directors and shareholders of Chili!Soft and ICS, hereby acknowledge and consent to Chili!Soft issuing additional shares of its Common Stock pending the Effective Date as determined and authorized by the Board of Directors of Chili!Soft.

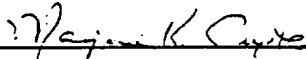
0.4. Miscellaneous

0.4.1. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of ICS, if the Board of Directors of ICS or of the Surviving Corporation duly adopt a resolution abandoning this Agreement or Merger.

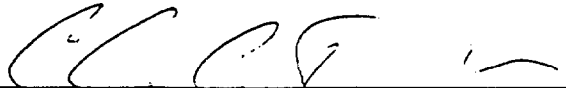
0.4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Intuitive Computer Solutions, Inc. and Chili!Soft, Inc., all on the date first above written.

INTUITIVE COMPUTER SOLUTIONS, INC.



Marjorie K. Crystle/Secretary


By: 

Charles, D. Crystle, Jr./President

CHILI!SOFT



David Weaver/Secretary

By: 

Charles, D. Crystle, Jr./President


OFFICER'S CERTIFICATE OF MERGER FOR
CHILI!SOFT, INC.

The undersigned hereby certifies that:

1. I am the duly elected and acting President and Assistant Secretary of Chili!Soft, Inc., a California corporation (the "Company").
2. On May 16, 1997, the Board of Directors of the Company approved the Agreement of Merger and Plan of Reorganization of the Company and Intuitive Computer Solutions, Inc., a Pennsylvania corporation (the "Agreement") in the form attached hereto.
3. The number of outstanding shares of the Company entitled to vote is 3 shares of Common Stock.
4. The principal terms of the Agreement were approved by the corporation by the vote of a number of shares which equaled or exceeded the vote required.
5. The percentage vote required is 100%.
6. Equity securities of the Company are to be issued as a result of the merger in accordance with the terms of the Agreement.
7. The Agreement was filed with, and approved by, the Department of State of the State of Pennsylvania on September 8, 1997.

The undersigned declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: September 24, 1997



Charles D. Crystle, Jr.
President and Assistant Secretary

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REEL: 1854 FRAME: 0710


OFFICER'S CERTIFICATE OF MERGER FOR
INTUITIVE COMPUTER SOLUTIONS, INC.

The undersigned hereby certifies that:

1. I am the duly elected and acting President and Assistant Secretary of Intuitive Computer Solutions, Inc., a Pennsylvania corporation ("ICS").
2. On May 16, 1997, the Board of Directors of ICS approved the Agreement of Merger and Plan of Reorganization of ICS and Chili!Soft, Inc., a California corporation (the "Agreement") in the form attached hereto.
3. The number of outstanding shares of ICS entitled to vote is 392.82 shares of Common Stock.
4. The principal terms of the Agreement were approved by the shareholders of ICS by the vote of a number of shares of each class which equaled or exceeded the vote required.
5. The percentage vote required of each class is more than 50%.
6. The Agreement was filed with, and approved by, the Department of State of the State of Pennsylvania on September 8, 1997.

The undersigned declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: September 24, 1997



Charles D. Crystle, Jr.
President and Assistant Secretary



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