



me 02/25/99

100973482

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Data Systems Consulting, Inc.

- Individuals(s)
- General Partnership
- Corporation-State - Virginia
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Amended & Restated Articles of Incorporation
Execution Date: December 8, 1998

2. Name and address of receiving party(ies)

Name: **Insystems Technologies, Ltd.**
Internal Address: **Suite 150**
Street Address: **1523 Johnson Ferry Road**
City: **Marietta** State: **GA 30062**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Virginia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,964,143

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Valetta A. Northcutt
Internal Address: Kilpatrick Stockton LLP
Suite 2800

02/25/1999 JSHADAZZ 00000200 1964143

01 FC:481 40.00 OP

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip: 30309-4530

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

DO NOT USE THIS SPACE

9. 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.

Valetta A. Northcutt
Name of Person Signing

Valetta A. Northcutt
Signature

2/22/99
Date

Total number of pages including cover sheet, attachments, and document:

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 983420264
CONTROL NUMBER: 9325185
EFFECTIVE DATE: 12/08/1998
REFERENCE : 0045
PRINT DATE : 12/08/1998
FORM NUMBER : 411

WELCH, SPELL, REEMSNYDER, PLESS
& DAVIS, LLC
400 COLONY SQUARE, STE. 2020
ATLANTA, GA 30361-6305

CERTIFICATE OF MERGER

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

Surviving Entity:
DATA SYSTEMS CONSULTING, INC.
a Virginia corporation

Nonsurviving Entity/Entities:
INSYSTEMS TECHNOLOGIES, LTD.
a Georgia corporation



Lewis A. Massey

Lewis A. Massey
Secretary of State

TRADEMARK
REEL: 1861 FRAME: 0898

ARTICLES OF MERGER FOR
THE MERGER OF
INSYSTEMS TECHNOLOGIES, LTD.
WITH AND INTO
DATA SYSTEMS CONSULTING, INC.

InSystems Technologies, Ltd., a statutory close corporation, incorporated under the laws of the State of Georgia ("Merger Sub") and Data Systems Consulting, Inc., a corporation incorporated under the laws of the Commonwealth of Virginia ("DSC"), pursuant to Title 13.1, Chap. 9, Art. 12 of the Code of Virginia and Section 14-2-1105 of the official code of Georgia (the "Code"), hereby execute the following Articles of Merger and set forth:

Pursuant to the provisions of the Virginia Stock Corporation Act and the Code, Merger Sub shall be merged into DSC. DSC, which shall be the surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

ONE

The terms and conditions of the merger and the mode of carrying the same into effect are set forth in the Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A and incorporated herein by reference.

TWO

The Plan of Merger was adopted by the Board of Directors and by unanimous consent of the shareholders of DSC and by the sole shareholder of Merger Sub acting in lieu of the Board of Directors.

THREE

The Articles of Merger shall become effective as provided in Article 2 of the Plan of Merger.

The undersigned presidents of InSystems Technologies, Ltd. and Data Systems Consulting, Inc. declare that the facts stated herein are true as of the 7th day of DECEMBER, 1998.

DATA SYSTEMS CONSULTING, INC.

By: Russell H. C.

Title: PRESIDENT

86. NOV 08 01 8 330

SECRETARY OF STATE

INSYSTEMS TECHNOLOGIES, LTD.

By: 

Title: President

WTYS15460
U:\SYSTEM\MARTSMRG.1

TRADEMARK
REEL: 1861 FRAME: 0900

PLAN OF MERGER FOR THE MERGER OF
INSYSTEMS TECHNOLOGIES, LTD. WITH AND INTO
DATA SYSTEMS CONSULTING, INC.

InSystems Technologies, Ltd., a corporation incorporated under the laws of the State of Georgia ("Merger Sub") and Data Systems Consulting, Inc. a corporation incorporated under the laws of the Commonwealth of Virginia ("DSC"), pursuant to Title 13.1, Chap. 9, Art. 12 of the Code of Virginia, hereby execute the following Plan of Merger and set forth:

ONE

Parties to the Merger. Pursuant to the provisions of the Virginia Stock Corporation Act, ("Act") Merger Sub shall be merged into DSC (the "Merger"). DSC, which shall be the surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

TWO

Terms and Conditions of the Merger. The Merger shall be consummated by filing with (a) the Virginia State Corporation Commission properly executed articles of merger in such form as is required by the relevant provisions of the Act, together with such other documents as may be required by the Act, and (b) the Georgia Secretary of State a properly executed articles of merger in such form as is required by the relevant provisions of the Georgia Code, together with such other documents as may be required by the Georgia Code. The Merger shall become effective on the later to occur of (i) the issuance of a certificate of merger by the Virginia State Corporation Commission, and (ii) the effective time of filing with the Georgia Secretary of State of the articles of merger, or at such subsequent date or time as the parties shall agree and specify in the articles of merger (the time the Merger becomes effective being hereinafter referred to as the "Effective Time"). Upon the Effective Time of the Merger: (i) DSC shall continue its corporate existence as a Virginia corporation and the separate existence of Merger Sub shall cease; (ii) title to all real estate and other property owned by either DSC or Merger Sub shall be vested in the Surviving Corporation, without reversion or impairment; (iii) the Surviving Corporation shall succeed to and assume the rights and the liabilities of both parties to the Merger in accordance with applicable law; and (iv) a proceeding pending by or against either of the merging corporations may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding for Merger Sub.

THREE

Manner and Basis of Conversion.

(a) DSC Stock. By virtue of the Merger and without any action on the part of Merger Sub, DSC, InSystems Technologies, Inc. ("InSystems"), or any stockholder (i) each share of Common Stock of DSC issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive 4.97 Common Shares of InSystems and (ii) each share of Convertible Preferred Stock of DSC issued and outstanding immediately prior to the Effective Time shall be canceled and converted into 4.97 Class C Preferred shares of

(ii) each share of Convertible Preferred Stock of DSC issued and outstanding immediately prior to the Effective Time shall be canceled and converted into 4.97 Class C Preferred shares of InSystems.

(b) Conversion of Merger Sub Shares. At the Effective Time, each outstanding share of common stock of Merger Sub shall be converted into one fully paid and nonassessable share of common stock of the Surviving Corporation, and shall constitute the only shares of capital stock of the Surviving Corporation outstanding immediately after the Effective Time.

(c) Delivery of Certificates. At the Time of Closing, the DSC Shareholders shall deliver to InSystems the certificates representing the DSC Shareholders' shares in DSC duly endorsed in blank and Merger Sub shall deliver to the DSC Shareholders share certificates representing InSystems Shares issued to the DSC Shareholders.

FOUR

Amendment and Restatement. The articles of incorporation of DSC are amended and restated and are attached hereto as Exhibit A. The amended and restated articles of incorporation of DSC shall be the articles of incorporation of the Surviving Corporation and shall supersede all other articles of incorporation of DSC.

The undersigned presidents of InSystems Technologies, Ltd. and Data Systems Consulting, Inc. declare that the facts stated herein are true as of the 7th day of DECEMBER, 1998.

DATA SYSTEMS CONSULTING, INC.

INSYSTEMS TECHNOLOGIES, LTD.

By: [Signature]
Title: PRESIDENT

By: _____
Title: _____

InSystems.

(b) Conversion of Merger Sub Shares. At the Effective Time, each outstanding share of common stock of Merger Sub shall be converted into one fully paid and nonassessable share of common stock of the Surviving Corporation, and shall constitute the only shares of capital stock of the Surviving Corporation outstanding immediately after the Effective Time.

(c) Delivery of Certificates. At the Time of Closing, the DSC Shareholders shall deliver to InSystems the certificates representing the DSC Shareholders' shares in DSC duly endorsed in blank and Merger Sub shall deliver to the DSC Shareholders share certificates representing InSystems Shares issued to the DSC Shareholders.

FOUR

Amendment and Restatement. The articles of incorporation of DSC are amended and restated and are attached hereto as Exhibit A. The amended and restated articles of incorporation of DSC shall be the articles of incorporation of the Surviving Corporation and shall supersede all other articles of incorporation of DSC.

The undersigned presidents of InSystems Technologies, Ltd. and Data Systems Consulting, Inc. declare that the facts stated herein are true as of the 30 day of December, 1998.

DATA SYSTEMS CONSULTING, INC. INSYSTEMS TECHNOLOGIES, LTD.

By: _____
Title: _____

By:  _____
Title: President

\\TYS\5460
U:\INSYSTEM\PLAN2.WPD

INSYSTEMS TECHNOLOGIES LTD.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ARTICLE I

NAME

The name of the Corporation is InSystems Technologies Ltd.

ARTICLE II

PURPOSE

The Corporation is organized to engage in any lawful business not required by the Virginia Stock Corporation Act to be stated in the Articles of Incorporation.

ARTICLE III

AUTHORIZED SHARES

3.1 Number and Designation. The number and designation of shares that the Corporation shall have authority to issue is 5,000 shares of Common stock and the par value per share is \$1.00.

3.2 Preemptive Rights. No holder of outstanding shares shall have any preemptive right with respect to (i) any shares of any class of the Corporation, whether now or hereafter authorized, (ii) any warrants, rights or options to purchase any such shares, or (iii) any obligations convertible into any such shares or into warrants, rights or options to purchase any such shares.

3.3 Voting; Distributions. The holders of the Common Shares shall have unlimited voting rights and are entitled to receive the net assets of the Corporation upon the liquidation, dissolution or winding up of the affairs of the Corporation.


ARTICLE IV
INDEMNIFICATION

4.1 Mandatory Indemnification. The Corporation (the term "Corporation" as used in this Section shall mean this Corporation only and no predecessor entity or other legal entity) shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (other than a proceeding by or in the right of the Corporation or by or on behalf of its shareholders, or a proceeding in which he or she was adjudged liable on the basis of having improperly received a personal benefit) because such individual is or was a director or officer of the Corporation or of any other legal entity controlled by the Corporation, or is or was a fiduciary of any employee benefit plan established at the direction of the Corporation, against all liabilities and reasonable expenses incurred by him or her on account of the proceeding. Indemnification pursuant to this Section shall be subject to the following conditions: (i) if the proceeding relates to the performance of duties by the individual seeking indemnification, such individual shall have conducted himself or herself in good faith and believed that his or her conduct was in the best interests of the legal entity he or she was serving or of its participants, if such legal entity was an employee benefit plan; (ii) if the proceeding is a criminal proceeding, the individual seeking indemnification shall have no reasonable cause to believe that his or her conduct prior to the initiation of the proceeding was unlawful; and (iii) if the proceeding is any other type of proceeding, the individual seeking indemnification, prior to the initiation of the proceeding, shall have conducted himself or herself in good faith and believed that his or her conduct was at least not opposed to the best interests of the legal entity such individual was serving or its

participants, if such legal entity was an employee benefit plan. Before any indemnification is paid a determination shall be made that indemnification is permissible in the circumstances because the person seeking indemnification has met the standard of conduct set forth above. Such determination shall be made in the manner provided by Virginia law for determining that indemnification of a director is permissible. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. The Corporation is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to the provisions of this Section .

4.2 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another including an insurer.

Dated: December 8, 1998

By: _____ 

INSYST-1\ARTICLES.WPD