

02-23-2000

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OPR/FINANCE RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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 Effective Date  
Month Day Year
- Change of Name
- Other

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

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FOR OFFICE USE ONLY

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01 FC:481 40.00 OP  
02 FC:482 125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002024 FRAME: 0652

**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)		
<input type="text" value="75772298"/>	<input type="text" value="75538633"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75756700"/>	<input type="text" value="75758878"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75721494"/>	<input type="text" value="75538895"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

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.

Elisabeth Cerne

*Elisabeth Cerne*

January 21, 2000

Name of Person Signing

Signature

Date Signed

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

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 AGREEMENT OF MERGER, WHICH MERGES: "WORLDBLAZE LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "E-LINGO CORPORATION" UNDER THE NAME OF "E-LINGO CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF OCTOBER, A.D. 1999, AT 9:01 O'CLOCK A.M.

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



*Edward J. Freel*

Edward J. Freel, Secretary of State

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991423355

AUTHENTICATION: 0015603

DATE: 10-07-99

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REEL: 002024 FRAME: 0654

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made by and between WorldBlaze LLC, a Delaware limited liability company ("WorldBlaze LLC"), and e-lingo corporation, a Delaware corporation ("e-lingo").

The authorized capital units of WorldBlaze LLC consist of 35,000,000 units of Common Units and 3,900,000 units of Preferred Units, and the authorized capital stock of e-lingo consists of 35,000,000 shares of Common Stock, par value \$.001 per share, and 15,000,000 shares of Preferred Stock, par value \$.001 per share. The Board of Managers and the Directors of WorldBlaze LLC and e-lingo, respectively, deem it advisable and to the advantage of said entities that WorldBlaze LLC merge into e-lingo (the "Merger") upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that WorldBlaze LLC shall merge with and into e-lingo on the following terms, conditions and other provisions:

### I. TERMS AND CONDITIONS

**1.1 Merger.** WorldBlaze LLC shall be merged with and into e-lingo, and e-lingo shall be the surviving corporation, effective immediately preceding the time when the sale of Series C Preferred Stock of e-lingo closes, as explained further in Section 1.8 hereof (the "Effective Time").

**1.2 Succession.** At the Effective Time, e-lingo shall succeed to all of the rights, privileges, powers and property of WorldBlaze LLC in the manner of and as more fully set forth in Section 264 of the General Corporation Law of the State of Delaware.

**1.3 Common Units of WorldBlaze LLC.** Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each Common Unit of WorldBlaze LLC outstanding immediately prior thereto shall be exchanged and converted into one fully paid and non-assessable share of the Common Stock of e-lingo, par value of \$.001 per share.

**1.4 Preferred Units of WorldBlaze LLC.** Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each unit of Class A Preferred Units of WorldBlaze LLC outstanding immediately prior thereto shall be exchanged and converted into one fully paid and non-assessable share of Series A Preferred Stock of e-lingo corporation, par value \$.001 per share. Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each unit of Class B Preferred Units of WorldBlaze LLC outstanding prior thereto shall be exchanged and converted into one fully paid and non-assessable share of Series B Preferred Stock of e-lingo corporation, par value \$.001 per share.

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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1.5 *Common Stock and Preferred Stock of E-lingo Corporation.* No shares of Common Stock or Preferred Stock of e-lingo are outstanding prior to the Effective Time of the Merger.

1.6 *Stock Certificates.* At and after the Effective Time, all of the outstanding registered owners of the Common Units, Class A Preferred Units and Class B Preferred Units of WorldBlaze LLC shall be deemed for all purposes to evidence ownership of and to represent the shares of e-lingo into which the units of WorldBlaze LLC have been exchanged as herein provided. After the Effective Time, e-lingo shall promptly issue certificates representing such shares to such persons.

1.7 *Option and Warrants.* Upon the Effective Time and by virtue of the Merger, each option or warrant to purchase Common Units of WorldBlaze LLC outstanding immediately prior thereto shall be deemed to be an option or warrant to purchase the same number of shares of Common Stock of e-lingo.

1.8 *Series C Financing.* The Merger shall not become effective until immediately preceding the closing of the sale of 2,054,795 shares of Series C Preferred Stock at \$1.46 per share of e-lingo corporation.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 *Certificate of Incorporation and By-laws.* The Certificate of Incorporation of e-lingo, as in effect on the Effective Time, shall continue to be the Certificate of Incorporation of e-lingo without change or amendment, until further amended in accordance with the provisions thereof and applicable law. The Bylaws of e-lingo, as in effect on the Effective Time, shall continue to be the Bylaws of e-lingo without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 *Directors.* The directors of e-lingo shall be the same as the directors of e-lingo prior to the Merger to serve until the expiration of their current terms and until their successors are elected and qualified.

2.3 *Officers.* The officers of e-lingo shall remain officers of e-lingo on the Effective Time to serve at the pleasure of the Board of Directors.

## III. MISCELLANEOUS

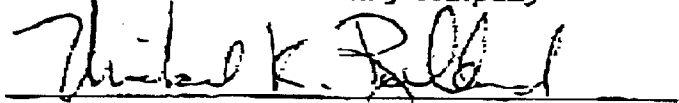
3.1 *Further Assurances.* From time to time, as and when required by e-lingo or by its successors and assigns, there shall be executed and delivered on behalf of WorldBlaze LLC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in e-lingo the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of WorldBlaze LLC and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of e-lingo are fully authorized in the name and on behalf of WorldBlaze LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**3.2 Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Managers of WorldBlaze LLC or the Board of Directors of e-lingo or both.

**3.3 Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly adopted and approved by the Board of Managers and the Board of Directors of WorldBlaze LLC and e-lingo, respectively, is hereby executed on behalf of each of said corporations and attested by their respective officers thereunto duly authorized.

WORLDBLAZE LLC  
A Delaware limited liability company



Michael Ballard  
President


Date: October 6, 1999

ATTEST:



Marion Smith III  
Secretary

E-LINGO CORPORATION  
A Delaware corporation



Michael Ballard  
President

Date: October 6, 1999

ATTEST:



Marion Smith III  
Secretary

**WORLDBLAZE LLC**

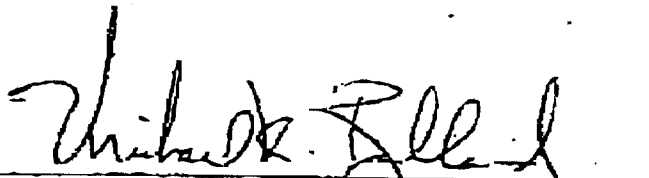
The undersigned, Michael Ballard and Marion Smith III, and each of them, do hereby certify that:

1. They are the President and Secretary, respectively, of WorldBlaze LLC, a Delaware limited liability company.
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of WorldBlaze LLC with and into e-lingo corporation, a Delaware corporation, was duly approved and adopted by the Board of Managers of WorldBlaze LLC pursuant to this company's Amended and Restated Limited Liability Company Agreement (the "Operating Agreement").
3. WorldBlaze LLC has an authorized capital of Thirty-Nine Million One Hundred Thousand (39,100,000) units of which Thirty-five Million (35,000,000) units are Common Units and of which Four Million One Hundred Thousand (4,100,000) units are Preferred Units. Pursuant to the terms of the Operating Agreement, no approval by the holders of Membership Units was required to approve the Merger.

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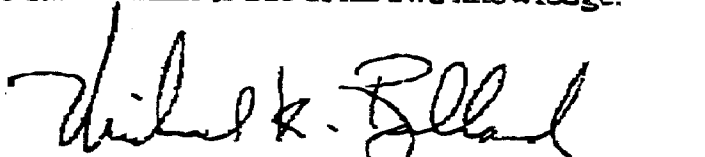
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the company this 6th day of October 1999.

  
Michael Ballard  
President

ATTEST:

  
Marion Smith III  
Secretary

Each of the undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

  
Michael Ballard  
President

ATTEST:

  
Marion Smith III  
Secretary

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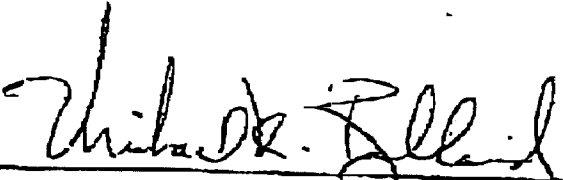
**E-LINGO CORPORATION**

The undersigned, Michael Ballard and Marion Smith III, and each of them, do hereby certify that:

1. They are the President and Secretary, respectively, of e-lingo corporation, a Delaware corporation.
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of WorldBlaze LLC, a Delaware limited liability company, with and into this corporation, was duly approved and adopted by the Board of Directors.
3. This corporation has an authorized capital of Fifty Million (50,000,000) shares of which Thirty-Five Million (35,000,000) are shares of Common Stock, par value \$.001 per share, and of which 15 Million (15,000,000) are shares of Preferred Stock, par value \$.001 per share. There were no shares of Common Stock or Preferred Stock outstanding.
4. The terms of the Agreement and Plan of Merger attached to this certificate were adopted by action of e-lingo's Board of Directors and without any vote of its stockholders pursuant to the second sentence of subsection 251(f) of the Delaware General Corporation Law. No shares of stock of e-lingo were issued prior to the adoption by the Board of Directors of the resolution approving the Agreement and Plan of Merger.

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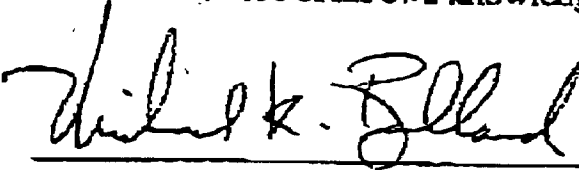
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the company this 6th day of October 1999.

  
\_\_\_\_\_  
Michael Ballard  
President

ATTEST:

  
\_\_\_\_\_  
Marion Smith III  
Secretary

Each of the undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

  
\_\_\_\_\_  
Michael Ballard  
President

ATTEST:

  
\_\_\_\_\_  
Marion Smith III  
Secretary