

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**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
10 19 1999
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name U. COMMUNICATIONS L.L.C.

10081999

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name UAccess, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 640 North Michigan Avenue

Address (line 2) Suite 400

Address (line 3) Chicago
City

IL
State/Country

60610
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 Delaware

FOR OFFICE USE ONLY

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

FORM PTO-1618B
Expires 06/30/99
OMB 0851-0027

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U.S. Department of Commerce
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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="75793278"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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.

Julia N. Studier
Name of Person Signing


Signature

July 26, 2000
Date Signed

Form **LLC-37.25**
January 1999

**Illinois
Limited Liability Company Act
Articles of Merger**

This space for use by
Secretary of State

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756
http://www.sos.state.il.us

SUBMIT IN DUPLICATE

Must be typewritten

This space for use by Secretary of State

Date 10-19-99
Assigned File # 0003-769-9
Filing Fee \$ 100.00
Approved: [Signature]

FILED

OCT 19, 1999

LIMITED LIABILITY CO. DIV.
JESSE WHITE
SECRETARY OF STATE

1. Names of the entities proposing to merge, and the state or country of their organization:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File # (if any)
<u>U. Communications L.L.C.</u>	<u>L.L.C.</u>	<u>Illinois</u>	<u>0003-769-9</u>
<u>UAccess, Inc.</u>	<u>Corporation</u>	<u>Delaware</u>	

2. The plan of merger has been approved and signed by each limited liability company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these articles of merger.

3. (a) Name of the surviving entity: UAccess, Inc.
(b) Address of the surviving entity: 640 N. LaSalle, Suite 400, Chicago, IL 60610

4. Effective date of merger: (check one)
a) X the filing date, or
b) _____ a later date, but not more than 30 days subsequent to the filing date:

(month, day and year)

5. All limited liability companies that are parties to this merger and were on record with the Illinois Secretary of State prior to January 1, 1998, have elected in their operating agreements to be governed by the amendatory Act of 1997.

LLC-37.25

6. If the survivor is a limited liability company, stated below are changes that are necessary to its articles of organization by reason of this merger:

N/A

7. For the limited liability companies that are parties to the merger, complete the following:

Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
U. Communications L.L.C.	Illinois	7/26/95	

8. If the surviving entity is not a limited liability company, it agrees that it may be served with process in this State and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State which is to merge, and for the enforcement, as provided in this Act, of the right of members of any limited liability company to receive payment for their interest against the surviving entity.

9. The undersigned entities caused these articles to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

U. Communications L.L.C.

1. Eric A. Linn
(Signature)

Eric A. Linn, Manager
(Type or print name and title)

(Name if a corporation or other entity)

2. Eric A. Linn
(Signature)

Eric A. Linn, President
(Type or print name and title)

(Name if a corporation or other entity)

3. _____
(Signature)

(Type or print name and title)

(Name if a corporation or other entity)

4. _____
(Signature)

(Type or print name and title)

(Name if a corporation or other entity)

If additional space is needed, it must be continued in the same format on a plain white 8 1/2X11" sheet, which must be stapled to this form.

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

PLAN OF MERGER
BETWEEN
UACCESS, INC.
AND
U. COMMUNICATIONS, L.L.C.

This Plan of Merger (the "Agreement"), dated this 8TH day of October, 1999 (the "Effective Date"), is made by and between UACCESS, INC., a Delaware corporation (the "Surviving Corporation"), and U. Communications, L.L.C., an Illinois limited liability company ("U. Comm").

WHEREAS, all the parties to this Agreement, in consideration of the mutual agreements of each entity as set forth hereinafter, deem it advisable and generally for the welfare of said entities, that U. Comm merge into the Surviving Corporation under and pursuant to the terms and conditions hereinafter set forth (the "Merger").

WHEREAS, the members of U. Comm and the shareholders and directors of the Surviving Corporation have approved the Merger upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the entities parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said Merger, the mode of carrying the same into effect as follows:

FIRST: U. Comm shall be merged with and into the Surviving Corporation as of the date and time (the "Effective Time") of filing of the Certificate of Merger with the Secretary of the State of Delaware. As of the Effective Time, the separate existence of U. Comm shall cease.

SECOND: The terms and conditions of the Merger are as follows:

- (1) The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their successors are determined, duly elected and qualified.
- (2) The Certificate of Incorporation of the Surviving Corporation, as amended, and as in effect immediately prior to the Effective Time, shall, from and after the Effective Time be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided therein and by applicable law.
- (3) The By-Laws of the Surviving Corporation, as amended, and as in effect immediately prior to the Effective Time, shall from and after the Effective Time be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein and by applicable law.
- (4) The shares of Common Stock of the Surviving Corporation shall be issued as stated in Item THIRD of this Agreement.

(5) Upon the Merger becoming effective, the separate existence of U. Comm shall cease and all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of U. Comm shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and U. Comm, shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and U. Comm respectively. U. Comm hereby agrees, from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of U. Comm acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper managers, officers and directors of U. Comm and the proper officers and directors of the Surviving Corporation are fully authorized in the name of U. Comm or otherwise to take any and all such action. All rights of creditors and all liens upon the property of either of said entities shall be preserved unimpaired, and all debts, liabilities and duties of U. Comm 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.

THIRD: Each Common Series Unit of U. Comm will be exchanged for 1 share of the Common Stock of the Surviving Corporation. Each Series 1 Unit, Series 2 Unit and Series 3 Unit of U. Comm will be exchanged for 1 share of the Series A Preferred Convertible Stock of the Surviving Corporation. Each Series 4 Unit of U. Comm will be exchanged for 1 share of Series B Preferred Convertible Stock of the Surviving Corporation.

FOURTH: This Agreement shall become effective upon the execution by the parties to this Agreement.

FIFTH: At the Effective Time all issued and outstanding stock of the Surviving Corporation immediately prior to such Effective Time shall be deemed canceled and the same shall be reflected on the books and records of the Surviving Corporation.

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IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed by their respective officers thereunto duly authorized on this 8TH day of October, 1999.

U. COMMUNICATIONS, L.L.C.

By: U Com, Inc.

Its: Manager

By: Eric A. Linn
Its: President

UACCESS, INC

By: Eric A. Linn
Its: CEO