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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61



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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 Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

08/11/2000 DCOATES 00000135 100435 75772856

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

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 002119 FRAME: 0082

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)

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Number of Properties

Enter the total number of properties involved.

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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.

Melissa A. Vallone

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Address (line 3)

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Corporation Association

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Registration Number(s)

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AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of May 21, 2000 (this "Agreement"), between eCreativeSearch, Inc., a Delaware corporation ("ECSD") and eCreativeSearch, Inc., an Illinois corporation ("ECSI").

RECITALS

WHEREAS, the respective Boards of Directors of ECSD and ECSI have approved the merger of ECSI with and into ECSD (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and declared the Merger advisable; and

WHEREAS, ECSI and ECSD desire to set forth the terms of the consummation of the Merger.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

ARTICLE I. THE MERGER.

1.1 **The Merger.** At the Effective Date (as defined in Section 1.2 hereof), in accordance with this Agreement and the Delaware General Corporation Law (the "DGCL") and the Illinois Business Corporation Act (the "IBCA"), ECSI shall be merged with and into ECSD in the Merger, the separate existence of ECSI shall cease (except as may be continued by operation of law), and ECSD shall continue as the surviving corporation (the "Surviving Corporation"). From and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, and shall be subject to all liabilities, obligations and penalties, of ECSI and ECSD all with the effect set forth in the DGCL and the IBCA.

1.2 **Filing of Certificates of Merger.** As soon as practicable after the date hereof, the parties hereto shall deliver to the Secretary of State of the State of Delaware and the Secretary of State of the State of Illinois, respectively, the appropriate copies of the certificate of merger, and/or articles of merger, as the case may be, required under applicable law and shall make all other filings or recordings as may be required under the DGCL, the IBCA and any other applicable law in connection with the Merger. The Merger shall be effective (the "Effective Date") upon filing by the Secretary of State of the State of Illinois.

1.3 **Certificate of Incorporation and By-Laws; Directors and Officers; Name.** The certificate of incorporation and by-laws of ECSD as in effect immediately prior to the filing of the certificate of merger relating to the Merger with the Secretary of State of the State of Delaware

shall be the certificate of incorporation and by-laws of the Surviving Corporation. The directors of ECSD immediately prior to the Effective Date shall be the directors of the Surviving Corporation, and the officers of ECSD immediately prior to the Effective Date shall be the officers of the Surviving Corporation, in each case until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation. The name of the Surviving Corporation shall be eCreativeSearch, Inc.

ARTICLE II. STATUS AND CONVERSION OF SHARES AND PAYMENT THEREFOR.

2.1 **Conversion of Shares.** (a) At the Effective Date, each share of common stock, no par value per share, of ECSI issued and outstanding immediately prior to the Effective Date taken together (collectively, the "ECSI Common Stock") shall by virtue of the Merger and without any action on the part of the holder thereof be converted into and thereafter evidence, One (1) validly issued, fully paid and nonassessable share of Common Stock, no par value per share, of ECSD.

(b) Upon or around the occurrence of the Effective Date, the shareholders of ECSI shall deliver all certificates representing ECSI Stock in exchange for a certificate representing the Merger Consideration. Until so delivered and exchanged, the certificates representing ECSI Stock shall represent solely the right to receive the Merger Consideration, and the holder of such certificates previously evidencing shares of ECSI Stock outstanding immediately prior to the Effective Date will cease to have any rights with respect to the ECSI Stock, except as otherwise provided herein or by law.

ARTICLE III. TERMINATION, AMENDMENT AND WAIVER.

3.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Date by mutual consent of each of the parties hereto.

3.2 **Amendment.** This Agreement may be amended by the parties hereto, but may not be amended except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

3.3 **Extension; Waiver.** At any time prior to the Effective Date, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

ARTICLE IV. OTHER PROVISIONS.

4.1 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

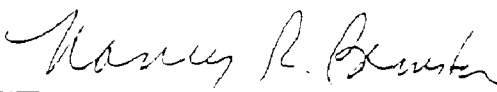
4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without regard to principles of conflicts of law.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and will become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

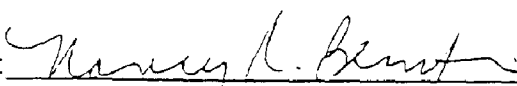
* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

E CREATIVESEARCH, INC.,
an Illinois corporation

By: 
Name: Nancy R. Bernstein
Title: President

E CREATIVESEARCH, INC.,
a Delaware corporation

By: 
Name: Nancy R. Bernstein
Title: President