

02-21-2001



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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 # _____

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Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
11142000

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name AT WORK COMPUTERS, INC. Execution Date
Month Day Year
11142000

Formerly FIELD DATA SYSTEMS, INC.

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization OREGON

RECEIVED
2001 FEB 20 AM 10:01
ASSIGNMENT SERVICES
DIVISION

Receiving Party

Mark if additional names of receiving parties attached

Name TRIPOD DATA SYSTEMS, INC.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 345 SW AVERY AVENUE

Address (line 2) P. O. BOX 947

Address (line 3) CORVALLIS OR USA 97339
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization OREGON

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

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:
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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="75687589"/>	<input type="text"/>	<input type="text"/>
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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:

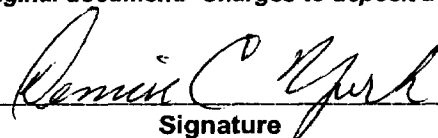
Yes

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.

DENNIS C. YORK, PRESIDENT



11/14/2000

Name of Person Signing

Signature

Date Signed

088197-81

FILED

NOV 14 2000
OREGON
SECRETARY OF STATE

ARTICLES OF MERGER

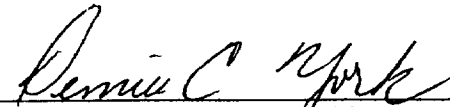
Tripod Data Systems, Inc., an Oregon corporation, the surviving corporation in a merger effected pursuant to ORS 60.481-60.501, submits the following Articles of Merger for filing pursuant to ORS 60.494:

1. The names of the entities proposing to merge are:
At Work Computers, Inc., an Oregon corporation (Oregon Registry No. 660818-87); and
Tripod Data Systems, Inc., an Oregon corporation (Oregon Registry No. 088197-81).
2. The surviving corporation in the merger is Tripod Data Systems, Inc.
3. A copy of the Plan and Agreement of Merger is attached as Exhibit A.
4. The Plan and Agreement of Merger was approved by the Board of Directors of Tripod Data Systems, Inc., such approval being the only approval required on the part of Tripod Data Systems, Inc., pursuant to ORS 60.487(7).
5. The Plan and Agreement of Merger was approved by the holders of common stock of At Work Computers, Inc., voting as a single voting group, such approval being the only shareholder approval required on the part of At Work Computers, Inc. At the date of the shareholder vote, there were 3,030,000 shares of common stock of At Work Computers, Inc., outstanding, all of which were entitled to be cast with respect to approval of the merger. Three million thirty thousand (3,030,000) shares were voted for the Plan and Agreement of Merger and -0- shares were voted against approval of the Plan and Agreement of Merger.
6. The merger shall be effective at the date and time of filing of these Articles of Merger.

IN WITNESS WHEREOF, the undersigned corporations have executed these Articles of Merger on the 26 day of September, 2000.

At Work Computers, Inc.,
an Oregon corporation

Tripod Data Systems, Inc.,
an Oregon corporation

By: 
Dennis C. York, President

By: 
David Scribner, President

Person to contact about this filing:

Jon V. Buerstatte
Name

(541) 686-8833

Daytime Telephone Number

AGREEMENT AND PLAN OF MERGER

DATED: Sept 26, 2000

PARTIES: TRIPOD DATA SYSTEMS, INC., an Oregon Corporation ("TDS");

AND: AT WORK COMPUTERS, INC., an Oregon Corporation ("AWC").

TDS and AWC are referred to jointly as the Constituent Corporations in some sections of this Agreement and Plan of Merger ("Agreement").

RECITALS:

- A. The Constituent Corporations desire to effect a merger upon the terms set forth in this Agreement, pursuant to the provisions of the Oregon Business Corporation Act.
- B. The Constituent Corporations intend the merger to be a reorganization within the meaning of IRC § 368(a)(1)(A).

AGREEMENT:

1. MERGER OF CONSTITUENT CORPORATIONS

- 1.1. *Merger.* At the Effective Date, as defined in Section 1.3, AWC shall be merged with and into TDS, the separate existence of AWC shall cease and TDS shall survive as a corporation under the name Tripod Data Systems, Inc. (the "Surviving Corporation"), organized under and governed by the laws of the State of Oregon. From that time, the Surviving Corporation, to the extent consistent with its Articles of Incorporation as altered by the merger, shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Corporations. All property, real, personal, and mixed, and all debts due on whatever account belonging to or due to each of the Constituent Corporations, shall be transferred to and vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall be responsible and liable for all liabilities and obligations of each of the Constituent Corporations, all in the manner and with the effect set forth in ORS 60.497.
- 1.2. *Further Assurances.* From time to time after the Effective Date, the officers and directors of AWC in office shall execute and deliver such deeds and other instruments and shall cause to be taken such further actions as shall be reasonably necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property, interests, assets, rights, immunities, and franchises of AWC.

- 1.3. *Effective Date.* The merger of TDS and AWC shall become effective upon the filing of Articles of Merger pursuant to ORS 60.494. The date and time of said filing is herein called the Effective Date.
- 1.4. *Closing.* Subject to the satisfaction of the conditions set forth in Section 6 the closing of the transactions contemplated hereby shall occur at the principal offices of TDS in Corvallis, Oregon at such time and place as the Constituent Corporations may mutually agree upon. At such time the parties shall cause Articles of Merger to be filed and the merger to become effective.

2. ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS

At the Effective Date:

- 2.1. *Articles of Incorporation.* The Articles of Incorporation of TDS as in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until the same are amended in accordance with applicable law.
- 2.2. *Bylaws.* The Bylaws of TDS as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation until amended or repealed as provided therein.
- 2.3. *Directors and Officers.* The board of directors of the Surviving Corporation shall consist of those persons who are the board of directors of TDS immediately prior to the Effective Date, and they shall hold office in each case until their successors are elected and duly qualified. The officers of the Surviving Corporation shall be those persons who are the officers of TDS immediately prior to the Effective Date, and they shall hold office in each case at the pleasure of the board of directors of the Surviving Corporation.

3. MANNER AND BASIS OF CONVERTING SHARES

3.1. *Conversion of Shares.* At the Effective Date:

- 3.1.1. Each share of common stock without par value, of AWC and outstanding immediately prior to the Effective Date (except as provided in Section 3.1.3.) shall be converted into one-twentieth (1/20th) share of fully paid and non-assessable common stock, without par value, of the Surviving Corporation.
- 3.1.2. Each share of common stock without par value of TDS that is issued and outstanding immediately prior to the Effective Date shall continue to be an issued and outstanding share of common stock without par value, of the Surviving Corporation.
- 3.1.3. Each share of common stock without par value of AWC that is owned by TDS immediately prior to the Effective Date shall be cancelled.

3.2. *Adjustment of Conversion Ratio.* If between the date of this Agreement and the Effective Date, TDS or AWC shall reclassify, combine or subdivide common stock, or declare or pay any dividend or distribution in shares of its common stock, or shall agree to do any of the foregoing as of a record date prior to the Effective Date, then an appropriate adjustment shall be made in the number of shares of common stock of the Surviving Corporation into which shares of common stock of AWC would otherwise be converted by the merger.

3.3. *Certificates for Shares.* Each certificate that, prior to the Effective Date, represented shares of common stock of TDS from and after the Effective Date shall represent shares of common stock of the Surviving Corporation. Each certificate that, prior to the Effective Date, represented shares of common stock of AWC, from and after the Effective Date, shall represent the number of shares of common stock of TDS into which such shares are converted. Each holder of shares of common stock of AWC that are converted in the merger into shares of common stock of the Surviving Corporation, upon surrender of the certificate therefore to the Surviving Corporation, shall be entitled to receive a certificate evidencing ownership of shares of the Surviving Corporation into which such shares of common stock of AWC are converted at the Effective Date.

4. REPRESENTATIONS AND WARRANTIES OF AWC.

AWC represents and warrants to TDS as follows:

4.1. AWC is now and on the Effective Date will be a corporation duly organized and validly existing under the laws of the state of Oregon. AWC has all requisite corporate power and authority to carry on its business as now being conducted.

4.2. The execution, delivery and performance of this Agreement has been duly authorized and approved by the board of directors and shareholders of AWC, and this Agreement constitutes a valid and binding agreement of AWC in accordance with its terms.

5. REPRESENTATIONS AND WARRANTIES OF TDS

TDS represents and warrants as follows:

5.1. TDS is a corporation duly organized and validly existing under the laws of the state of Oregon. TDS has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

5.2. The execution, delivery and performance of this Agreement has been duly authorized and approved by the board of directors of TDS, and this Agreement constitutes a valid and binding agreement of TDS in accordance with its terms

6. CONDITIONS

6.1. *Conditions to Obligation of AWC.* The obligation of AWC to effect the merger is subject to the satisfaction of the following conditions:

- 6.1.1. The representations and warranties of TDS set forth in Section 5 shall be true and correct at the Effective Date as though made on and as of the Effective Date, and all obligations and covenants of TDS required under this Agreement to be performed prior to the Effective Date shall have been performed.
 - 6.1.2. There shall not have been any material adverse change in the business or financial condition of TDS from the date hereto through the Effective Date.
 - 6.1.3. This Agreement shall have been duly approved by the board of directors of TDS in accordance with the Oregon Business Corporation Act.
 - 6.1.4. This Agreement shall have been approved by the holders of a majority of the outstanding shares of common stock of AWC entitled to vote thereon in accordance with the Oregon Business Corporations Act.
- 6.2. *Conditions to Obligation of TDS.* The obligation of TDS to effect the merger is subject to the satisfaction of the following conditions:
- 6.2.1. The representations and warranties of AWC set forth in Section 4 shall be true and correct at the Effective Date as though made on and as of the Effective Date, and all obligations and covenants of AWC required under this Agreement to be performed prior to Effective Date shall have been performed.
 - 6.2.2. There shall not have been any material adverse change in the business or financial condition of AWC from the date hereto through the Effective Date.
 - 6.2.3. This Agreement shall have been duly approved by the board of directors of AWC in accordance with the Oregon Business Corporations Act.
 - 6.2.4. This Agreement shall have been approved by the holders of a majority of the outstanding shares of common stock of AWC entitled to vote thereon in accordance with the Oregon Business Corporations Act.

7. TERMINATION

- 7.1. *Failure of Approval.* This Agreement shall automatically terminate in the event that it is brought to a vote and not adopted by the holders of a majority of the outstanding shares of common stock of AWC or the board of directors of TDS.
- 7.2. *Other Termination.* This Agreement may be terminated and the merger abandoned at any time prior to the Effective Date, whether before or after submission to or approval by the shareholders or directors of the Constituent Corporations, as the case may be:
 - 7.2.1. By mutual agreement of the boards of directors of AWC and TDS ; or
 - 7.2.2. By the board of directors of AWC if any condition provided in Section 6.1 has not been satisfied or waived on or before the Effective Date; or

7.2.3. By the board of directors of TDS if any condition provided in Section 6.2 has not been satisfied on or before the Effective Date; or

7.2.4. By the board of directors of either AWC or TDS if the Effective Date should not have occurred on or prior to October 6, 2000, other than be reason of default by the terminating party.

7.3. *Effective Termination.* In the event of termination of this Agreement as provided in this Section 7, this Agreement shall become wholly void and of no effect. Each party shall bear its own expenses, and, except for liability of a party when default by such party has occasioned the termination of this Agreement by the non-defaulting party, there shall be no liability or obligation on the part of either party.

8. MISCELLANEOUS PROVISIONS

8.1. *Waivers.* Each party by written instrument, may extend the time for performance of any of the obligations or other acts of the other party, waive any inaccuracies of the representations and warranties of the other party, waive compliance with any of the covenants of the other party, waive performance of any of the obligations of the other parties set forth in this Agreement, or waive any condition to its obligation to effect the merger other than the conditions contained in Section 6.1.3, 6.1.4, 6.2.3, and 6.2.4.

8.2. *Survival.* The representations, warranties, covenants, agreements, terms, and conditions contained or referred to in this Agreement shall not survive the Effective Date.

8.3. *Amendment.* This Agreement may be amended at any time prior to the Effective Date, whether before or after the meetings of the shareholders or directors of the Constituent Corporations, as the case may be, with the approval of the respective board of directors of the Constituent Corporations, provided that no amendment shall change the conversion ratio set forth in Section 3.1 without the approval of the shareholders of the Constituent Corporations.


8.4. *Expenses.* Each party shall pay the expenses incurred by it in connection with the transactions contemplated hereby.

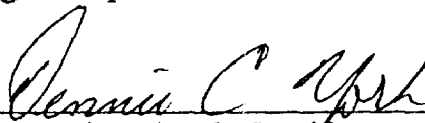
TDS:

AWC:

TRIPOD DATA SYSTEMS, INC.,
an Oregon corporation

AT WORK COMPUTERS, INC.,
an Oregon corporation

By: 
David Scribner, President

By: 
Dennis C. York, President