

08-17-2001



Form PTO-1594 (Rev. 6-93)

RECORDAT

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

TRA

101813207

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies):  
Allianz Network Service Company, LLC

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation: State of Minnesota  
 Other A Minnesota Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

2-14-2001

2. Name and address of receiving party(ies):

UltraLink, LLC  
535 Anton Boulevard  
9<sup>th</sup> Floor,  
Costa Mesa, California

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation: Minnesota Company  
 Other a Minnesota Limited Liability Company

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other **CORRECTIVE CHANGE OF NAME**  
**SHOWING FULL EXECUTION DATE PER NOTICE**  
**OF NON-RECORDATION DOC. NO. 101623915**  
 Execution Date: March 31, 1996

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s):

B. Trademark Registration No(s).  
U.S. Reg. #1,860,115 (ULTRALINK)

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

Richard Berman  
FAEGRE & BENSON LLP  
2200 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-3901  
612/766-6907

6. Total number of applications and registrations involved: 1

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

Enclosed  
 Credit Card  
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Colleen M. Sarenpa                                            May 30, 2001  
Name of person signing                      Signature                      Date

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

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
**TRADEMARK**  
**REEL: 002311 FRAME: 0909**

06-06-2001

Form PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

Patent and Trademark Office



To the Honorable Commissioner of P

attached original document or copy thereof

1. Name of conveying party(ies): 2-16-01 101741962

Name and address of receiving party(ies):

Allianz Network Service Company, LLC

UltraLink, LLC  
535 Anton Boulevard, 9<sup>th</sup> Floor  
Costa Mesa, CA 92626

- Individual(s)
- General Partnership
- Corporation: State of \_\_\_\_\_
- Other a Minnesota Limited Liability Company
- Association
- Limited Partnership

- Individual(s)
- General Partnership
- Corporation: Minnesota Company
- Other a Minnesota Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance: **CORRECTED RECORDATION WITH EXECUTION DATE PER ID NUMBER 101516020A**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

- Assignment
  - Security Agreement
  - Other \_\_\_\_\_
  - Merger
  - Change of Name
- Execution Date: March, 1996

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description

B. Trademark Registration No(s). and description

U.S. Reg. #1,860,115 (ULTRALINK)

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

Richard M. Berman  
FAEGRE & BENSON LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402-3901  
612/336-3463

6. Total number of applications and registrations involved: 01

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

- 
- Credit Card Payment Form
- Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

**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.*

Colleen M. Sarenpa  
Name of person signing

Signature

February 14, 2001  
Date

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

**Mail documents to be recorded with required cover sheet information to:  
Director - U.S. Patent and Trademark Office, Box Assignments  
Washington, D.C. 20231**

**TRADEMARK  
REEL: 002311 FRAME: 0910**

3118-LLC

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CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF ORGANIZATION  
OF  
ALLIANZ NETWORK SERVICE COMPANY, LLC

The undersigned, being of full age and for the purpose of forming a limited liability company for general business purposes under Chapter 322B, Minnesota Statutes, as amended, does hereby adopt the following Articles of Organization:

**ARTICLE I**  
**Name**

The name of the limited liability company is changed to: UltraLink, LLC. *je*

**ARTICLE II**  
**Registered Office**

The address of the registered office of the limited liability company is 1750 Hennepin Avenue, Minneapolis, Minnesota 55403.

**ARTICLE III**  
**Period of Existence**

Unless the limited liability company is dissolved earlier in accordance with law, the period of existence of the limited liability company shall be thirty (30) years from the date of filing of these Articles of Organization.

**ARTICLE IV**  
**Organizer**

The name and address of the sole organizer of the limited liability company is Douglas J. Grev, 1750 Hennepin Avenue, Minneapolis, Minnesota 55403.

**ARTICLE V**  
**Consent to Avoid Dissolution**

Upon the occurrence of any event described in Minnesota Statutes, Section 322B.80, Subd. 1, clause (5), that terminates the continued membership of a member in the limited liability company, the remaining members of the limited liability company shall have the power to avoid dissolution by giving dissolution avoidance consent in a manner consistent with any existing member control agreement and applicable law.

**ARTICLE VI**  
**Business Continuation Agreement**

The members of this limited liability company shall have the power to enter into a business continuation agreement.

**ARTICLE VII**  
**Preemptive Rights Prohibition**

Except as may be provided in any member control agreement governing the limited liability company, members of the limited liability company shall have one of the preemptive rights described in Minnesota Statutes, Section 322B.33, or any successor thereto.

**ARTICLE VIII**  
**Cumulative Voting Prohibition**

Except as may be provided in any member control agreement governing the limited liability company, members of the limited liability company shall have none of the rights of cumulative voting described in Minnesota Statutes, Section 322B.63, or any successor thereto.

**ARTICLE IX**  
**Limitation of Liability of Governors**

A governor of the limited liability company shall not be personally liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a governor, except for liability (i) based on a breach of the governor's duty of loyalty to the limited liability company or its members; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Minnesota Statutes, Section 322B.56 or Section 80A.23; or (iv) for any transaction from which such governor derived an improper personal benefit. If Minnesota Statutes, Chapter 322B, is hereafter amended to authorize the further elimination or limitation of the liability of governors, then the liability of a governor of the limited liability company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by Minnesota Statutes, Chapter 322B, as amended. Any repeal or modification of this Article by members of the limited liability company shall be prospective only and shall not adversely affect any limitation on the personal liability of a governor of the limited liability company existing at the time of such repeal or modification.

**ARTICLE X**  
**Action by Written Consent**

10.1. Any action required or permitted to be taken at a meeting of the Board of Governors, which does not require the approval of the members, may be taken by written

action signed by the number of governors that would be required to take the same action at a meeting at which all governors were present. However, if the action is one which must be approved by the members, such action may be taken by written action signed by all of the governors then in office.

10.2 Any action required or permitted to be taken at a meeting of the members may be taken by written action signed by the members who possess the voting power that would be required to take the same action at a meeting of the members at which all members were present.

IN WITNESS WHEREOF, the undersigned has set his hand this \_\_\_ day of March 1996.

*Douglas J. Grev*  
\_\_\_\_\_  
Douglas J. Grev, Organizer

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

APR 25 1996

*Jan Anderson Howe*

Secretary of State