

FORM COVER SHEET TRADEMARKS ONLY

ATTY. DOCKET NO. 1240/15

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

1. Name of conveying part(ies)
HEALTH-DRI SYSTEMS, INC.

- Individual
- General Partnership
- Corporation - NORTH CAROLINA
- Other limited liability company

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Effective Date AUGUST 31, 2004

2. Name and address of receiving party(ies)
 Name: THE TRAVELING SHUTTERBUG CORPORATION
 Internal Address: same as street address
 Street Address: PO BOX 2749
 City/State/Zip: CAREFREE, ARIZONA 85377

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEVADA
- Other -

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)
Additional name(s) & address attached? Yes No

4. Application Number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: J. Scott Evans, Esq.
ADAMS EVANS P.A.
2180 Two Wachovia Center
301 South Tryon Street
Charlotte, NC 28282

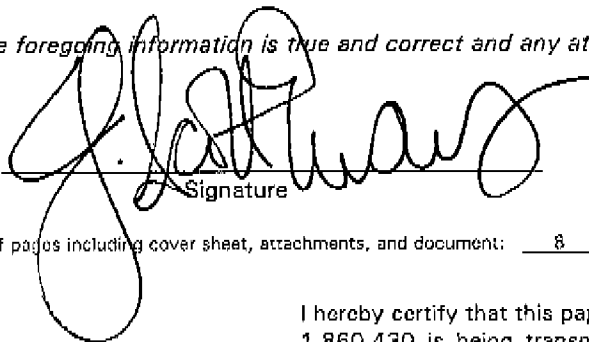
6. Total Number of applications and registrations involved: 1

7. Total Fee (37 C.F.R. 3.41) \$40.00
 Please charge the requisite fee of \$40.00 for the above-requested assignment fee to the undersigned attorney's Deposit Account No. 01-0265. Also, please charge any other additional fee(s) to our Deposit Account No. 01-0265, if necessary.

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.

J. Scott Evans, Esq.
 Name of Person Signing




Signature

September 7, 2004
 Date

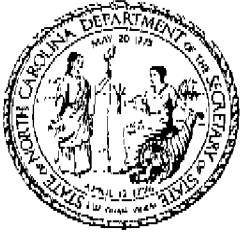
Total number of pages including cover sheet, attachments, and document: 8

I hereby certify that this paper for Trademark Registration No. 1,860,430 is being transmitted via facsimile to the United States Patent and Trademark Office to Fax Number (704) 306-5995 on September 7, 2004.

Signature: 
 Lynda R. Williams

CH \$40.00 010265 1860430

REGISTRATION NO.	MARK	DESCRIPTION
1,860,430	HEALTH-DRI	Word Mark



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

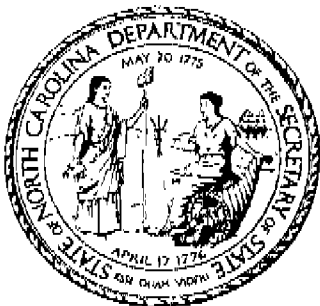
OF

HEALTH-DRI SYSTEMS, INC.

INTO

THE TRAVELING SHUTTERBUG CORPORATION

the original of which was filed in this office on the 31st day of August, 2004.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 31st day of August, 2004

Elaine F. Marshall

Secretary of State

SOSID: 0000000
 Date Filed: 8/31/2004 9:06:00 AM
 Elaine F. Marshall
 North Carolina Secretary of State
 C200424000061

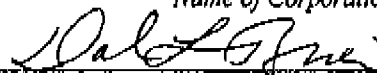
State of North Carolina
 Department of the Secretary of State

ARTICLES OF MERGER
 FOREIGN AND DOMESTIC BUSINESS CORPORATION

Pursuant to Sections 55-11-05 and 55-11-07 of the General Statutes of North Carolina, the undersigned corporation does hereby submit the following Articles of Merger as the surviving corporation in a merger between a domestic business corporation and one or more foreign business corporations.

1. The name of the surviving corporation is THE TRAVELING SHUTTER Bug Company, a corporation organized under the laws of NEVADA; the name of the merged corporation is HEALTH-DRI SYSTEMS, INC, a corporation organized under the laws of NORTH CAROLINA.
2. Attached is a copy of the Plan of Merger that was duly approved in the manner prescribed by law by each of the corporations participating in the merger.
3. With respect to the surviving corporation (check either a or b, as applicable):
 a. Shareholder approval was not required for the merger.
 b. Shareholder approval was required for the merger and the plan of merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
4. With respect to the merged corporation (check either a or b, as applicable):
 a. Shareholder approval was not required for the merger.
 b. Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
5. The merger is permitted by the law of the state or country of incorporation or organization of each foreign entity which is a party.
6. Each foreign entity which is a party has complied or shall comply with the applicable laws of its state or country of incorporation or organization.
7. (Complete only if applicable - see instructions.) The mailing address of the surviving foreign corporation is: PO Box 2749 CAPEFEE AZ 85377. The surviving foreign corporation will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.
8. These articles will be effective upon filing, unless a delayed date and/or time is specified: _____

This is the 9 day of AUGUST, 2004.

THE TRAVELING SHUTTER Bug Company
 Name of Corporation

 Signature
DANIEL L. BRIAR, PRESIDENT
 Type or Print Name and Title

PLAN OF MERGER
OF
Health-Dri Systems, Inc.

INTO

THE TRAVELING SHUTTERBUG CORPORATION

The Traveling Shutterbug Corporation ("**Shutterbug**"), a corporation organized under the law of Nevada, hereby submits these Articles of Merger for the purpose of merging Health-Dri Systems, Inc. ("**Health Dri**"), a corporation organized under the law of North Carolina into **Shutterbug**:

1. The following Plan of Merger was duly approved in the manner prescribed by law by the shareholder of **Health Dri**.

A. CORPORATIONS PARTICIPATING IN MERGER. **Health-Dri Systems, Inc.** will merge into **The Traveling Shutterbug Corporation**, which will be the surviving corporation.

B. NAME OF THE MERGED CORPORATION. After the merger, the surviving corporation will have the name "**The Traveling Shutterbug Corporation.**"

C. MERGER. The merger of **Health-Dri** into **The Traveling Shutterbug** will be effective pursuant to the terms and conditions of this Plan. Upon the merger's becoming effective, the corporate existence of **Health Dri** will cease and the corporate existence of **Shutterbug** will continue. The time when the merger becomes effective is hereinafter referred to as the "Effective Time."

D. CONVERSION AND EXCHANGE OF SHARES. At the Effective Time, the outstanding shares of the corporations participating in the merger will be converted and exchanged as follows:

1. **Surviving Corporation.** The outstanding shares of **Shutterbug** will not be converted, exchanged, or altered in any manner as a result of the merger and will remain outstanding as shares of **Shutterbug**.

TRADEMARK

REEL: 002933 FRAME: 0554

2. **Merging Corporation.** Each ten thousand (10,000) outstanding shares of **Health Dri** will be converted into and exchanged for one fully paid and nonassessable share of **Shutterbug**. The holder of **Health Dri** certificates shall immediately surrender the same in exchange for certificates in **Shutterbug**. Until so surrendered, each outstanding certificate that prior to the Effective Time represented shares of **Health Dri** will be deemed for all purposes to evidence ownership of the consideration to be issued for such shares under this Plan.

3. **Fractional Shares.** No fractional shares will be issued. A shareholder of **Health Dri** who would otherwise be entitled to receive one half of a share will instead receive an additional whole share of **Shutterbug**.

E. **RIGHTS AND LIABILITIES OF Shutterbug.** At and after the Effective Time, **Shutterbug** shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to **Health Dri** shall be vested in **Shutterbug**; all claims, demands, property, rights, patents, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of **Shutterbug** as they were of the respective parties hereto; and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to **Shutterbug** and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

F. **CERTIFICATE OF INCORPORATION.** The Certificate of Incorporation of **Shutterbug** as it exists at the Effective Time hereto shall be the Certificate of Incorporation of **Shutterbug** following the Effective Time, except as modified herein, unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature are conferred in such Certificate of Incorporation upon any shareholder or director or officer of **Shutterbug** or upon any other persons whomsoever are subject to the reserved power.

G. **BYLAWS.** The Bylaws of **Shutterbug** as they exist at the Effective Time shall be the Bylaws of **Shutterbug** following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof.

H. BOARD OF DIRECTORS AND OFFICERS. The Board of Directors and the Officers of **Shutterbug** immediately after the Effective Time of the merger shall be those persons who were the Board of Directors and Officers of **Shutterbug** immediately prior to the Effective Time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

II. Approval of such Plan of Merger by the shareholders of the surviving corporation was not required.

III. The merger will become effective immediately upon compliance with the laws of the State of Nevada.

This the 30 day of November 2003.

The Traveling Shutterbug Corporation

By: 
Daniel L. Brier, President

I, Lynn E. Brier, the Secretary of **Health Dri Systems, Inc.**, hereby certify that the Articles of Merger, and the Plan of Merger, included therein, to which this certificate is attached, was duly approved and adopted by unanimous consent of the holder of the outstanding stock entitled to vote thereon.

WITNESS my hand and seal this 30 day of November 2003.


Lynn E. Brier, Secretary