

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/06/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A Place for Mom, Inc.		02/06/2006	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	A Place for Mom, Inc.
Street Address:	221 1st Avenue West, Suite 350
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98119-4285
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78660582	THE SEARCH FOR SENIOR CARE ... SIMPLIFIED
Serial Number:	78334761	YOU'VE GOT LEADS
Serial Number:	78320939	
Serial Number:	78309871	
Serial Number:	78309861	A PLACE FOR MOM

CORRESPONDENCE DATA

Fax Number: (206)757-7097
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-757-8097
 Email: cindycaditz@dwt.com
 Correspondent Name: Cindy L. Caditz
 Address Line 1: 1201 Third Avenue, Suite 2200
 Address Line 4: Seattle, WASHINGTON 98101-3045

CH \$140.00 78660582

ATTORNEY DOCKET NUMBER:	84658
NAME OF SUBMITTER:	Cindy Caditz
Signature:	/Cindy Caditz/
Date:	10/25/2010
<p>Total Attachments: 19 source=APFM Merger WA#page1.tif source=APFM Merger WA#page2.tif source=APFM Merger WA#page3.tif source=APFM Merger WA#page4.tif source=APFM Merger WA#page5.tif source=APFM Merger WA#page6.tif source=APFM Merger WA#page7.tif source=APFM Merger WA#page8.tif source=APFM Merger WA#page9.tif source=APFM Merger DE#page1.tif source=APFM Merger DE#page2.tif source=APFM Merger DE#page3.tif source=APFM Merger DE#page4.tif source=APFM Merger DE#page5.tif source=APFM Merger DE#page6.tif source=APFM Merger DE#page7.tif source=APFM Merger DE#page8.tif source=APFM Merger DE#page9.tif source=APFM Merger DE#page10.tif</p>	

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

A PLACE FOR MIOM, INC.

DE Profit Corporation

UBI: 000-000-000

Filing Date: February 6, 2006

Merging Entities:

602-058-133

A PLACE FOR MOM, INC.



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

TRADEMARK

REEL: 004303 FRAME: 0578

ARTICLES OF MERGER
OF
A PLACE FOR MOM, INC.
a Washington corporation
AND
A PLACE FOR MOM, INC.
a Delaware corporation

FILED
SECRETARY OF STATE
FEB 06 2006
STATE OF WASHINGTON

Pursuant to the provisions of RCW 23B.11.050, the following Articles of Merger are executed for the purpose of merging A Place For Mom, Inc., a Washington corporation (the "Disappearing Corporation"), into A Place For Mom, Inc., a Delaware corporation (the "Surviving Corporation").

1. The Agreement and Plan of Merger providing for the merger of the Disappearing Corporation with and into the Surviving Corporation (the "Merger") is attached hereto as Exhibit A.

2. The Agreement and Plan of Merger was duly approved by the sole stockholder of the Surviving Corporation pursuant to Section 252(c) of the Delaware General Corporation Law and was duly approved by the shareholders of the Disappearing Corporation pursuant to RCW 23B.11.030.

3. The Surviving Corporation will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Delaware General Corporation Law.

4. The merger of the Disappearing Corporation with and into the Surviving Corporation shall be effective upon filing of these Articles of Merger.

Dated: 2/6/06

A Place For Mom, Inc., a Washington corporation

Pamala Temple

Pamala Temple, President & CEO

Dated: 2/6/06

A Place For Mom, Inc., a Delaware corporation

Pamala Temple

Pamala Temple, President & CEO

TRADEMARK

REEL: 004303 FRAME: 0579

Exhibit A

**AGREEMENT AND PLAN OF MERGER
A PLACE FOR MOM, INC.,
A DELAWARE CORPORATION,
and
A PLACE FOR MOM, INC.
A WASHINGTON CORPORATION**

This Agreement and Plan of Merger (this "Agreement"), dated as of February 2, 2006, is made by and between A Place For Mom, Inc., a Washington corporation ("APFM-Washington"), and A Place For Mom, Inc., a Delaware corporation ("APFM-Delaware" and also the "Surviving Corporation"). APFM-Delaware and APFM-Washington are sometimes referred to in this Agreement as the "Constituent Corporations."

RECITALS

A. APFM-Delaware is a corporation duly organized and validly existing under the laws of the State of Delaware and has an authorized capital of 25,000,000 shares, 20,000,000 of which are designated Common Stock, par value \$0.0001 per share (the "APFM-Delaware Common Stock") and 5,000,000 of which are designated Series A Preferred Stock, par value \$0.0001 per share (the "APFM-Delaware Preferred Stock"). As of the date of this Agreement, 100 shares of APFM-Delaware Common Stock are issued and outstanding.

B. APFM-Washington is a corporation duly organized and validly existing under the laws of the State of Washington and has an authorized capital of 25,000,000 shares, 20,000,000 of which are designated Common Stock, \$0.0001 par value per share (the "APFM-Washington Common Stock"), and 5,000,000 of which are designated Preferred Stock, \$0.0001 par value per share (the "APFM-Washington Preferred Stock"). As of the date of this Agreement, 6,182,800 shares of APFM-Washington Common Stock are issued and outstanding and no shares of APFM-Washington Preferred Stock are issued and outstanding.

C. The board of directors of APFM-Washington has determined that, for the purpose of effecting the reincorporation of APFM-Washington in the State of Delaware (the "Reincorporation"), it is advisable and in the best interests of APFM-Washington and its shareholders that APFM-Washington merge with and into APFM-Delaware according to the terms and conditions, but subject to the limitations, set forth in this Agreement.

D. The board of directors of APFM-Delaware has determined that, for the purpose of effecting the Reincorporation, it is advisable and in the best interest of APFM-Delaware and its stockholder that APFM-Washington merge with and into APFM-Delaware according to the terms and conditions, but subject to the limitations, set forth in this Agreement.

E. The board of directors of APFM-Delaware and the board of directors of APFM-Washington have, respectively, approved this Agreement and have directed that this Agreement be submitted to a vote of APFM-Delaware's and APFM-Washington's respective stockholders and shareholders and executed by the undersigned officers.

AGREEMENT

In consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, APFM-Delaware and APFM-Washington hereby agree, according to the terms and conditions, but subject to the limitations, hereinafter set forth, as follows:

1. Merger

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Washington Business Corporation Act, APFM-Washington shall be merged with and into APFM-Delaware (the "Merger"), the separate existence of APFM-Washington shall cease and APFM-Delaware shall be the surviving corporation.

1.2 Filing and Effectiveness. The Merger shall become effective upon completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the stockholders and shareholders, respectively, of each Constituent Corporation in accordance with the applicable requirements of the Delaware General Corporation Law and the Washington Business Corporation Act;

(b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement;

(c) The filing with the Secretary of State of Delaware of an executed certificate of merger (the "Certificate of Merger") or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law; and

(d) The filing with the Secretary of State of Washington of an executed Articles of Merger ("Articles of Merger") meeting the requirements of 23B.11.050 of the Washington Business Corporation Act.

The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of APFM-Washington shall cease and APFM-Delaware, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and APFM-Washington's board of directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of APFM-Washington in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of APFM-Delaware as constituted immediately prior to the Effective Date of the Merger and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of APFM-Washington in the same manner as

if APFM-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Washington Business Corporation Act.

2. Charter Documents, Directors and Officers

2.1 Certificate of Incorporation. The Certificate of Incorporation of APFM-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of APFM-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of APFM-Washington immediately prior to the Effective Date of the Merger shall be the directors and officers of APFM-Delaware, effective upon the Effective Date of the Merger, and shall hold such offices until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of APFM-Delaware or the Bylaws of APFM-Delaware.

3. Manner of Conversion of Stock

3.1 APFM-Washington Common Stock. Upon the Effective Date of the Merger, each share of APFM-Washington Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such share or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.0001 par value per share, of the Surviving Corporation.

3.2 No Fractional Shares. No fractional share interests of the Surviving Corporation shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be aggregated so that no APFM-Washington shareholder shall receive cash in an amount greater than the value of one (1) full share of APFM-Delaware Common Stock.

3.3 APFM-Washington Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of APFM-Washington under APFM-Washington's 2000 Stock Option Plan and 2002 Stock Option Plan and all other employee benefit plans of APFM-Washington. Each outstanding and unexercised option, other right to purchase, or security convertible into, APFM-Washington Common Stock (a "Right") shall become an option, right to purchase, or a security convertible into the Surviving Corporation's Common Stock on the same terms and conditions. This paragraph 3.3(a) shall not apply to outstanding shares of APFM-

Washington Common Stock. Such APFM-Washington Common Stock is subject to paragraph 3.1 hereof.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise or conversion of Rights equal to the number of shares of APFM-Washington Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.4 APFM-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.0001 par value per share, of APFM-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by APFM-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates.

After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of APFM-Washington Common Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of APFM-Washington capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of APFM-Washington capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of APFM-Washington so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent

any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4. General

4.1 Covenants of APFM-Delaware. APFM-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of Washington and irrevocably appoint an agent for service of process; and

(b) Take such other actions as may be required by the Washington Business Corporation Act.

4.2 Further Assurances. From time to time, as and when required by APFM-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of APFM-Washington such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by APFM-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of APFM-Washington and otherwise to carry out the purposes of this Agreement, and the officers and directors of APFM-Delaware are fully authorized in the name and on behalf of APFM-Washington or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of either APFM-Washington or APFM-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of APFM-Washington or by the sole stockholder of APFM-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (a) materially alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any material term of the Certificate of Incorporation of APFM-Delaware, or (c) materially alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

4.5 Registered Office. The address of APFM-Delaware's registered office in the State of Delaware is 1013 Centre Road, City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of APFM-Delaware at 2101 - 4th Avenue, Suite 1750, Seattle, Washington 98121, and copies thereof will be furnished to any shareholder or stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

The undersigned authorized representatives of the Constituent Corporation have executed and acknowledged this Agreement as of the date first set forth above.

A Place For Mom, Inc.
a Delaware corporation

By: Pamala Temple
Pamala Temple
President & CEO

A Place For Mom, Inc.
a Washington corporation

By: Pamala Temple
Pamala Temple
President & CEO

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"A PLACE FOR MOM, INC.", A WASHINGTON CORPORATION,
WITH AND INTO "A PLACE FOR MOM, INC." UNDER THE NAME OF "A PLACE FOR MOM, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF FEBRUARY, A.D. 2006, AT 10:16 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4103485 8100M

060109143

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4501343

DATE: 02-06-06

TRADEMARK
REEL: 004303 FRAME: 0587

CERTIFICATE OF MERGER

OF

A PLACE FOR MOM, INC.,
a Washington corporation

WITH AND INTO

A PLACE FOR MOM, INC.,
a Delaware corporation

Under Section 252(c) of the Delaware General Corporation Law, A Place For Mom, Inc., a Delaware corporation, hereby certifies that:

FIRST: The name and state of incorporation of each of the constituent corporations to the merger are (1) A Place For Mom, Inc., a Washington corporation, and (2) A Place For Mom, Inc., a Delaware corporation.

SECOND: An agreement and plan of merger (the "Agreement and Plan of Merger") providing for the merger of A Place For Mom, Inc., a Washington corporation (the "Disappearing Corporation"), with and into A Place For Mom, Inc., a Delaware corporation and wholly-owned subsidiary of the Disappearing Corporation (the "Surviving Corporation"), has been duly approved, adopted, certified, executed and acknowledged in accordance with Section 252(c) of the Delaware General Corporation Law.

THIRD: The full name of the Surviving Corporation is "A Place For Mom, Inc."

FOURTH: The certificate of incorporation of A Place For Mom, Inc., a Delaware corporation, shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The Agreement and Plan of Merger as executed is on file at the principal place of business of the Surviving Corporation at:

2101 - 4th Avenue
Suite 1750
Seattle, Washington 98121

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The aggregate number of shares of stock which the Disappearing Corporation has the authority to issue is 25,000,000 shares, all of which shares have a par value of \$0.0001, 20,000,000 of which are designated Common Stock and 5,000,000 of which are designated Preferred Stock.

A Place For Mom, Inc., a Delaware corporation, has caused this Certificate to be signed in Seattle, Washington, by Pamala Temple, its President and Secretary, who affirms under penalties of perjury that the facts stated in this Certificate are true this 3rd day of February, 2006.

By: Pamala Temple
Pamala Temple, President & Secretary

AGREEMENT AND PLAN OF MERGER
A PLACE FOR MOM, INC.,
A DELAWARE CORPORATION,
and
A PLACE FOR MOM, INC.
A WASHINGTON CORPORATION

This Agreement and Plan of Merger (this "Agreement"), dated as of _____, 2006, is made by and between A Place For Mom, Inc., a Washington corporation ("APFM-Washington"), and A Place For Mom, Inc., a Delaware corporation ("APFM-Delaware" and also the "Surviving Corporation"). APFM-Delaware and APFM-Washington are sometimes referred to in this Agreement as the "Constituent Corporations."

RECITALS

- A. APFM-Delaware is a corporation duly organized and validly existing under the laws of the State of Delaware and has an authorized capital of 25,000,000 shares, 20,000,000 of which are designated Common Stock, par value \$0.0001 per share (the "APFM-Delaware Common Stock") and 5,000,000 of which are designated Series A Preferred Stock, par value \$0.0001 per share (the "APFM-Delaware Preferred Stock"). As of the date of this Agreement, 100 shares of APFM-Delaware Common Stock are issued and outstanding.
- B. APFM-Washington is a corporation duly organized and validly existing under the laws of the State of Washington and has an authorized capital of 25,000,000 shares, 20,000,000 of which are designated Common Stock, \$0.0001 par value per share (the "APFM-Washington Common Stock"), and 5,000,000 of which are designated Preferred Stock, \$0.0001 par value per share (the "APFM-Washington Preferred Stock"). As of the date of this Agreement, 6,182,800 shares of APFM-Washington Common Stock are issued and outstanding and no shares of APFM-Washington Preferred Stock are issued and outstanding.
- C. The board of directors of APFM-Washington has determined that, for the purpose of effecting the reincorporation of APFM-Washington in the State of Delaware (the "Reincorporation"), it is advisable and in the best interests of APFM-Washington and its shareholders that APFM-Washington merge with and into APFM-Delaware according to the terms and conditions, but subject to the limitations, set forth in this Agreement.
- D. The board of directors of APFM-Delaware has determined that, for the purpose of effecting the Reincorporation, it is advisable and in the best interest of APFM-Delaware and its stockholder that APFM-Washington merge with and into APFM-Delaware according to the terms and conditions, but subject to the limitations, set forth in this Agreement.
- E. The board of directors of APFM-Delaware and the board of directors of APFM-Washington have, respectively, approved this Agreement and have directed that this Agreement be submitted to a vote of APFM-Delaware's and APFM-Washington's respective stockholders and shareholders and executed by the undersigned officers.

AGREEMENT

In consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, APFM-Delaware and APFM-Washington hereby agree, according to the terms and conditions, but subject to the limitations, hereinafter set forth, as follows:

1. Merger

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Washington Business Corporation Act, APFM-Washington shall be merged with and into APFM-Delaware (the "Merger"), the separate existence of APFM-Washington shall cease and APFM-Delaware shall be the surviving corporation.

1.2 Filing and Effectiveness. The Merger shall become effective upon completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the stockholders and shareholders, respectively, of each Constituent Corporation in accordance with the applicable requirements of the Delaware General Corporation Law and the Washington Business Corporation Act;

(b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement;

(c) The filing with the Secretary of State of Delaware of an executed certificate of merger (the "Certificate of Merger") or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law; and

(d) The filing with the Secretary of State of Washington of an executed Articles of Merger ("Articles of Merger") meeting the requirements of 23B.11.050 of the Washington Business Corporation Act.

The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of APFM-Washington shall cease and APFM-Delaware, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and APFM-Washington's board of directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of APFM-Washington in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of APFM-Delaware as constituted immediately prior to the Effective Date of the Merger and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of APFM-Washington in the same

manner as if APFM-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Washington Business Corporation Act.

2. Charter Documents, Directors and Officers

2.1 Certificate of Incorporation. The Certificate of Incorporation of APFM-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of APFM-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of APFM-Washington immediately prior to the Effective Date of the Merger shall be the directors and officers of APFM-Delaware, effective upon the Effective Date of the Merger, and shall hold such offices until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of APFM-Delaware or the Bylaws of APFM-Delaware.

3. Manner of Conversion of Stock

3.1 APFM-Washington Common Stock. Upon the Effective Date of the Merger, each share of APFM-Washington Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such share or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.0001 par value per share, of the Surviving Corporation.

3.2 No Fractional Shares. No fractional share interests of the Surviving Corporation shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be aggregated so that no APFM-Washington shareholder shall receive cash in an amount greater than the value of one (1) full share of APFM-Delaware Common Stock.

3.3 APFM-Washington Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of APFM-Washington under APFM-Washington's 2000 Stock Option Plan and 2002 Stock Option Plan and all other employee benefit plans of APFM-Washington. Each outstanding and unexercised option, other right to purchase, or security convertible into, APFM-Washington Common Stock (a "Right") shall become an option, right to purchase, or a security convertible into the Surviving Corporation's Common Stock on the same terms and conditions. This paragraph 3.3(a) shall not apply to outstanding shares of APFM-

Washington Common Stock. Such APFM-Washington Common Stock is subject to paragraph 3.1 hereof.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise or conversion of Rights equal to the number of shares of APFM-Washington Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.4 APFM-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.0001 par value per share, of APFM-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by APFM-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates.

After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of APFM-Washington Common Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of APFM-Washington capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of APFM-Washington capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of APFM-Washington so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent

any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4. General

4.1 Covenants of APFM-Delaware. APFM-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of Washington and irrevocably appoint an agent for service of process; and

(b) Take such other actions as may be required by the Washington Business Corporation Act.

4.2 Further Assurances. From time to time, as and when required by APFM-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of APFM-Washington such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by APFM-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of APFM-Washington and otherwise to carry out the purposes of this Agreement, and the officers and directors of APFM-Delaware are fully authorized in the name and on behalf of APFM-Washington or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of either APFM-Washington or APFM-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of APFM-Washington or by the sole stockholder of APFM-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (a) materially alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any material term of the Certificate of Incorporation of APFM-Delaware, or (c) materially alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

4.5 Registered Office. The address of APFM-Delaware's registered office in the State of Delaware is 1013 Centre Road, City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of APFM-Delaware at 2101 - 4th Avenue, Suite 1750, Seattle, Washington 98121, and copies thereof will be furnished to any shareholder or stockholder of either Constituent Corporation, upon request and without cost.


4.7 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.


[Signature Page Follows]

The undersigned authorized representatives of the Constituent Corporation have executed and acknowledged this Agreement as of the date first set forth above.

A Place For Mom, Inc.
a Delaware corporation

By: 
Pamala Temple
President & CEO

A Place For Mom, Inc.
a Washington corporation

By: 
Pamala Temple
President & CEO