FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

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



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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: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Name Address (time 1) Address (time 2) Address (time 2) Address (time 3) Application Number of pages of the attached conveyance document including any attachments. Application Number(s) Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property). Patent Application Number(s) Patent Application Number(s) Patent Application Number(s) Patent Application Number(s) Patent Application Number or the Patent Application, enter the date the patent application was signed by the first named executing inventor. Patent Cooperation Treaty (PCT) Enter PCT application number pCT PCT PCT PCT PCT PCT Number of Properties Enter the total number of properties involved. # 1 Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 120.00 Method of Payment: Enclosed Deposit Account Mumber: West Number Number: Authorization to charge additional fees: Ves X 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, a undicated herein. Kennelb J Chol Reg. No. 40.570	FORM PTO- Expires 06/30/99 OMB 0651-0027	1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
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Office of the Secretary of State

I, EDWARD J. FREEL, 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:

"OVER THE MOON PRODUCTIONS, INC.", A TEXAS CORPORATION,
WITH AND INTO "GATEWAY COMPANIES, INC." UNDER THE NAME OF
"GATEWAY COMPANIES, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE THIRTY-FIRST DAY OF JULY, A.D. 2000, AT 1
O'CLOCK P.M.

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

Edward J. Freel, Secretary of State

AUTHENTICATION:

0591405

DATE:

07-31-00

PATENT

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CERTIFICATE OF MERGER OF OVER THE MOON PRODUCTIONS, INC. a Texas Corporation INTO GATEWAY COMPANIES, INC. a Delaware Corporation

GATEWAY

GATEWAY COMPANIES, INC., a corporation organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY THAT:

That the name and state of incorporation of the constituent FIRST: corporations of the merger are as follows:

NAME

STATE OF INCORPORATION

Over the Moon Productions, Inc.

Texas

Gateway Companies, Inc.

Delaware

That an Agreement and Plan of Merger, by and between Over the SECOND: Moon Productions, Inc., a Texas corporation ("Over the Moon"), and Gateway Companies, Inc. ("Gateway"), has been approved, adopted, certified, executed and acknowledged by the constituent corporations and their respective stockholders in accordance with the requirement of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware (the "GCL"). The sole holder of the outstanding capital stock of each of the constituent corporations approved the Agreement and Plan of Merger by written consent in accordance with Section 228 of the GCL and Article 9.10(A) of the Texas Business Corporation Act. The Agreement and Plan of Merger is attached as Exhibit A.

The surviving corporation shall be Gateway Companies, Inc., a THIRD: Delaware corporation (the "Surviving Corporation").

That the Certificate of Incorporation and Bylaws of Gateway as in FOURTH: effect immediately prior to the effective time of the merger shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

That the executed Agreement and Plan of Merger is on file at an FIFTH: office of the Surviving Corporation. The address of the office of the Surviving Corporation at which a copy of the executed Agreement and Plan of Merger is on file is 4545 Towne Centre Court, San Diego, California 92121.

SIXTH: That 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 effective date of the merger shall be July 31 2000.

IN WITNESS WHEREOF, Gateway Companies, Inc. has caused this Certificate of Merger to be executed on its behalf by its authorized officer this 2/ day of July, 2000.

> GATEWAY COMPANIES, INC. a Delaware corporation

By: W. Olena W Elleut William M. Elliott

Senior Vice President, General Counsel

and Secretary

)

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
BETWEEN
OVER THE MOON PRODUCTIONS, INC.
a Texas Corporation
AND
GATEWAY COMPANIES, INC.
a Delaware Corporation

This Agreement and Plan of Merger ("Agreement"), is made this <u>21</u> day of July, 2000, by and between Over the Moon Productions, Inc., a Texas corporation ("Over the Moon"), and Gateway Companies, Inc., a Delaware corporation ("Gateway").

WITNESSETH:

WHEREAS, Over the Moon and Gateway desire to consummate the merger of Over the Moon with and into Gateway pursuant to Section 252 of the Delaware General Corporation Law (the "DCGL") and Article 5.01 of the Texas Corporation Act (the "TCA"), upon consummation of which Gateway shall be the surviving corporation (the "Merger");

WHEREAS, each of the Boards of Directors of Over the Moon and Gateway has approved this Agreement and the consummation of the Merger;

WHEREAS, the sole shareholder of each corporation, Gateway, Inc., a Delaware corporation, has approved the Agreement and consummation of the Merger by written consent of sole shareholder of Over the Moon and Gateway;

NOW, THEREFORE, in consideration of the promises and mutual agreement and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties thereto hereby agree as follows:

ARTICLE I THE MERGER

Section 1.01 - The Merger

(a) Pursuant to the terms of this Agreement, Over the Moon shall merge with and into Gateway, whereupon the separate existence of Over the Moon shall cease, and

- 1 -

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Gateway shall be the surviving corporation ("Surviving Corporation") of the Merger, in accordance with Section 252 of the DGCL and Article 5.01 of the TCA.

- (b) Gateway, as the Surviving Corporation, shall continue its existence as a corporation under the laws of the State of Delaware.
- (c) The effective date of the merger shall be July 31, 2000 (the "Effective Date").
- (d) At the Effective Date, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date, all the property, rights, privileges, powers and franchises of Over the Moon and Gateway shall vest in Gateway as the Surviving Corporation, and all debts, liabilities, obligations, and duties of Over the Moon and Gateway shall become debts, liabilities, obligations and duties of Gateway as the Surviving Corporation.

ARTICLE II THE SURVIVING CORPORATION

- Section 2.01 <u>The Surviving Corporation</u>. The Surviving Corporation shall be Gateway Companies, Inc.
- Section 2.02 The Certificate of Incorporation. The Certificate of Incorporation of Gateway, as amended, in effect at the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation, until duly amended in accordance with the terms thereof and the DGCL.
- Section 2.03 <u>Bylaws</u>. The Bylaws of Gateway in effect at the Effective Date shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with the terms thereof and the DGCL.
- Section 2.04 <u>Directors and Officers</u>. The directors and the officers of Gateway at the Effective Date shall, from and after the Effective Date, be the directors and officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws.

ARTICLE III TREATMENT OF SHARES OF OVER THE MOON AND SHARES OF GATEWAY

Section 3.01 - <u>Cancellation of Common Shares of Over the Moon</u>. At the Effective Date, each share of common stock of Over the Moon issued and outstanding

immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and cease to exist and no consideration shall be delivered in exchange therefor.

Section 3.02 – <u>Shares of Gateway to Remain Outstanding</u>. At the Effective Date, each share of common stock of Gateway issued and outstanding immediately prior to the Effective Date of the Merger shall remain outstanding as a share of common stock of the Surviving Corporation and shall be unaffected by the Merger

ARTICLE IV AMENDMENT; TERMINATION

Section 4.01 – <u>Termination</u>. This Agreement may be terminated and the Merger may be abandoned by mutual written consent of the Boards of Over the Moon and Gateway at any time prior to the Effective Date.

Section 4.02 – <u>Effect of Termination</u>. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of each party hereto.

Section 4.03 – <u>Amendment</u>. The parties hereto, by mutual consent of the Boards of Over the Moon and Gateway, may amend, modify, or supplement this Agreement in such manner as may be agreed upon by them in writing at any time prior to the Effective Date; provided, however, that no such amendment, modification, or supplement shall be adopted except in accordance with Section 251(d) of the DGCL.

ARTICLE V MISCELLANEOUS

Section 5.01 - No Waivers. No failure or delay by any party thereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, no shall any single or partial exercise thereof preclude the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.02 – Execution of Addition Documents. If at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of Over the Moon or Gateway acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation are hereby authorized to execute and deliver, in the name and on behalf of each of Over the Moon and Gateway or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on

behalf of each of Over the Moon and Gazeway or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 5.03 - Integration. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral, between and among the parties with respect to the subject matter hereof.

Section 5.04 - Successors and Assigns. The provisions of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 5.05 - Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

Section 5.06 – Severability. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 5.07 - Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 2/ day of July, 2000.

OVER THE MOON PRODUCTIONS, INC. a Texas corporation

GATEWAY COMPANIES, INC. a Delaware corporation

By: <u>(i) Oleans W. Elleatt</u> William M. Elliott

Secretary

By: Willem Kr Ellet

Senior Vice President, General Counsel

and Secretary

I. Stephanie G. Heim, Assistant Secretary of Over the Moon Productions, Inc., a corporation organized and existing under the lews of the State of Texas (the "Corporation"), hereby certify pursuant to the provisions of Article 5.01 of the Texas Corporation Act (the "TCA"), that Gateway, Inc., the sole stockholder of the Corporation, pursuant to the provisions of Article 9.10(A) of the TCA, has consented to the marger of the Corporation with and into Gateway Companies, Inc., a Delaware corporation, on the terms and conditions set forth in the Agreement and Plan of Merger to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of Over the Moon Productions, Inc., this 2/ day of July, 2000.

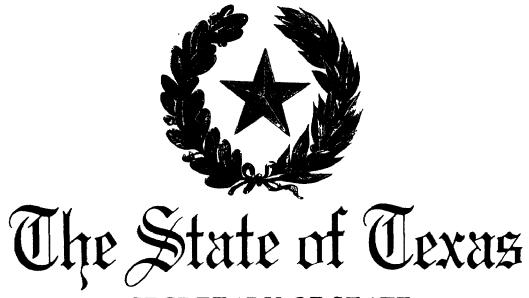
> Sephanie G. Heim Its: Assistant Secretary

I Stephanie G. Heim, Assistant Secretary of Gateway Companies, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certify pursuant to the provisions of Section 252 of the Delaware General Corporation Law (the "DGCL"), that Gateway, Inc, the sole stockholder of the Corporation, pursuant to the provisions of Section 228 of the DGCL, has consented to the merger of Over the Moon Productions, Inc., a Texas corporation, with and into the Corporation, on the terms and conditions set forth in the Agreement and Plan of Merger to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of Gateway Companies, Inc., this 21 day of July, 2000.

Typhanie G. Heim

Its: Assistant Secretary



SECRETARY OF STATE

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

OVER THE MOON PRODUCTIONS, INC.

a Texas corporation

with

GATEWAY COMPANIES, INC.

a Delaware corporation

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed

July 31, 2000

Effective

July 31, 2000



Elton Bomer Secretary of State

FILED In the Office of the Secretary of State of Texas

JUL 31 2000

ARTICLES OF MERGER (Plan Attached)

Corporations Section

of OVER THE MOON PRODUCTIONS, INC. a Texas corporation AND GATEWAY COMPANIES, INC. a Delaware corporation

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned corporations adopt the following Articles of Merger.

An Agreement and Plan of Merger has been adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of Over the Moon Productions, Inc., resulting in Gateway Companies, Inc. being the surviving corporation. The Agreement and Plan of Merger is set forth as Exhibit A.

The names of the corporations participating in the merger and in the states under the laws of which they are respectively organized are as follows:

NAME

STATE OF INCORPORATION

Over the Moon Productions, Inc.

Texas

Gateway Companies, Inc.

Delaware

- The Agreement and Plan of Merger was duly approved by Gateway, Inc., a Delaware corporation, the sole shareholder of each corporation.
- As to each of the undersigned corporations, the approval of whose shareholders is required, the number of shares outstanding, and, if the shares of any class or series are entitled to vote as a class, the designation and number of outstanding shares of each such class or series are as follows:

Over the Moon Productions, Inc.

1,000 Shares of Common Stock

Holder: Gateway, Inc.

Gateway Companies, Inc.

3,000 Shares of Common Stock

Holder: Gateway, Inc.

As to each foreign corporation that is a party to the Agreement and Plan of Merger, the approval of the Agreement and Plan of Merger was duly authorized by all

- 1 -

action required by the laws under which it was incorporated or organized and by its constituent documents.

- Gateway Companies, Inc., the surviving corporation, will be responsible for the payment of all fees and franchise taxes of the merged corporations and will be obligated to pay such fees and franchise taxes if the same are not timely paid.
 - The effective date of the merger shall be July 3/, 2000. 6.

IN WITNESS WHEREOF, the parties have executed the Articles of Merger this 2/ day of July, 2000.

OVER THE MOON PRODUCTIONS, INC. a Texas corporation

GATEWAY COMPANIES, INC. a Delaware corporation

By: 62 Cleary M Ellet

Secretary

We Oliver MElleatt

Senior Vice President, General Counsel

and Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
BETWEEN
OVER THE MOON PRODUCTIONS, INC.
a Texas Corporation
AND
GATEWAY COMPANIES, INC.
a Delaware Corporation

This Agreement and Plan of Merger ("Agreement"), is made this <u>21</u> day of July, 2000, by and between Over the Moon Productions, Inc., a Texas corporation ("Over the Moon"), and Gateway Companies, Inc., a Delaware corporation ("Gateway").

WITNESSETH:

WHEREAS, Over the Moon and Gateway desire to consummate the merger of Over the Moon with and into Gateway pursuant to Section 252 of the Delaware General Corporation Law (the "DCGL") and Article 5.01 of the Texas Corporation Act (the "TCA"), upon consummation of which Gateway shall be the surviving corporation (the "Merger");

WHEREAS, each of the Boards of Directors of Over the Moon and Gateway has approved this Agreement and the consummation of the Merger;

WHEREAS, the sole shareholder of each corporation, Gateway, Inc., a Delaware corporation, has approved the Agreement and consummation of the Merger by written consent of sole shareholder of Over the Moon and Gateway;

NOW, THEREFORE, in consideration of the promises and mutual agreement and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties thereto hereby agree as follows:

ARTICLE I THE MERGER

Section 1.01 – The Merger

(a) Pursuant to the terms of this Agreement, Over the Moon shall merge with and into Gateway, whereupon the separate existence of Over the Moon shall cease, and

-1-

Gateway shall be the surviving corporation ("Surviving Corporation") of the Merger, in accordance with Section 252 of the DGCL and Article 5.01 of the TCA.

- (b) Gateway, as the Surviving Corporation, shall continue its existence as a corporation under the laws of the State of Delaware.
- (c) The effective date of the merger shall be July 3/, 2000 (the "Effective Date").
- (d) At the Effective Date, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date, all the property, rights, privileges, powers and franchises of Over the Moon and Gateway shall vest in Gateway as the Surviving Corporation, and all debts, liabilities, obligations, and duties of Gateway as the Surviving Corporation.

ARTICLE II THE SURVIVING CORPORATION

- Section 2.01 <u>The Surviving Corporation</u>. The Surviving Corporation shall be Gateway Companies, Inc.
- Section 2.02 <u>The Certificate of Incorporation</u>. The Certificate of Incorporation of Gateway, as amended, in effect at the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation, until duly amended in accordance with the terms thereof and the DGCL. Such Certificate of Incorporation of Gateway, as amended, is attached as Exhibit 1 hereto.
- Section 2.03 <u>Bylaws</u>. The Bylaws of Gateway in effect at the Effective Date shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with the terms thereof and the DGCL.
- Section 2.04 <u>Directors and Officers</u>. The directors and the officers of Gateway at the Effective Date shall, from and after the Effective Date, be the directors and officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws.

ARTICLE III TREATMENT OF SHARES OF OVER THE MOON AND SHARES OF GATEWAY

Section 3.01 – <u>Cancellation of Common Shares of Over the Moon</u>. At the Effective Date, each share of common stock of Over the Moon issued and outstanding

immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and cease to exist and no consideration shall be delivered in exchange therefor.

Section 3.02 - Shares of Gateway to Remain Outstanding. At the Effective Date, each share of common stock of Gateway issued and outstanding immediately prior to the Effective Date of the Merger shall remain outstanding as a share of common stock of the Surviving Corporation and shall be unaffected by the Merger.

ARTICLE IV AMENDMENT: TERMINATION

Section 4.01 - Termination. This Agreement may be terminated and the Merger may be abandoned by mutual written consent of the Boards of Over the Moon and Gateway at any time prior to the Effective Date.

Section 4.02 - Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of each party hereto.

Section 4.03 - Amendment. The parties hereto, by mutual consent of the Boards of Over the Moon and Gateway, may amend, modify, or supplement this Agreement in such manner as may be agreed upon by them in writing at any time prior to the Effective Date; provided, however, that no such amendment, modification, or supplement shall be adopted except in accordance with Section 251(d) of the DGCL.

ARTICLE V **MISCELLANEOUS**

Section 5.01 - No Waivers. No failure or delay by any party thereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, no shall any single or partial exercise thereof preclude the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.02 - Execution of Addition Documents. If at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of Over the Moon or Gateway acquired or to be acquired by the Surviving Corporation as a result of or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation are hereby authorized to execute and deliver, in the name and on behalf of each of Over the Moon and Gateway or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on

- 3 -

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behalf of each of Over the Moon and Gateway or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 5.03 - Integration. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral, between and among the parties with respect to the subject matter hereof.

Section 5.04 - Successors and Assigns. The provisions of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 5.05 - Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

Section 5.06 - Severability. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 5.07 - Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 2/ day of July, 2000.

OVER THE MOON PRODUCTIONS, INC. a Texas corporation

GATEWAY COMPANIES, INC. a Delaware corporation

By: 10 le Olanu M Eleoff William M. Elliott

Secretary

By: 6 le leven Mr Eller Th William M. Elliott

Senior Vice President, General Counsel

and Secretary

I, Stephanie G. Heim, Assistant Secretary of Over the Moon Productions, Inc., a corporation organized and existing under the laws of the State of Texas (the "Corporation"), hereby certify pursuant to the provisions of Article 5.01 of the Texas Corporation Act (the "TCA"), that Garsway, Inc., the sole stockholder of the Corporation, pursuant to the provisions of Article 9.10(A) of the TCA, has consented to the merger of the Corporation with and into Gateway Companies, Inc., a Delaware corporation, on the terms and conditions set forth in the Agreement and Plan of Merger to which this certification is appended.

IN WITNESS WHEREOF. I have subscribed my name and affixed the seal of Over the Moon Productions, Inc., this 21 day of July, 2000.

> Sphanie G. Herri By Stephanie G. Fielm Its: Assistant Secretary

I, Stephanie G. Heim, Assistant Secretary of Gateway Companies, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certify pursuant to the provisions of Section 252 of the Delaware General Corporation Law (the "DGCL"), that Gateway, Inc., the sole stockholder of the Corporation, pursuant to the provisions of Section 228 of the DGCL, has consented to the merger of Over the Moon Productions, Inc., a Texas corporation, with and into the Corporation, on the terms and conditions set forth in the Agreement and Plan of Merger to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the scal of Gateway Companies, Inc., this 2/ day of July, 2000.

Stephanie G. Heim

Its: Assistant Secretary

State of Delaware

PAGE :

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT
COPIES OF ALL DOCUMENTS ON FILE OF "GATEWAY COMPANIES, INC." AS
RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FOURTH DAY OF APRIL,
A.D. 1994, AT 10:30 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "GATEWAY 2000 FACTORY OUTLET, INC." TO "GATEWAY 2000 RETAIL, INC.", FILED THE THIRTEENTH DAY OF MARCH, A.D. 1996, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "GATEWAY
2000 RETAIL, INC." TO "GATEWAY 2000 COUNTRY STORES, INC.", FILED
THE TWELFTH DAY OF NOVEMBER, A.D. 1996, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE SEVENTEENTH DAY OF JULY,
A.D. 1998, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, CHANGING ITS NAME FROM "GATEWAY 2000 COUNTRY STORES, INC." TO "GATEWAY COMPANIES, INC.", FILED THE THIRTIETH DAY OF DECEMBER, A.D. 1998, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER GERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF

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Edward J. Freel, Secretary of Sta

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AUTHENTICATION:

07-07-00

DATE:

State of Delaware Office of the Secretary of State

PAGE 2

DECEMBER, A.D. 1998.

CERTIFICATE OF MERGER, FILED THE THIRTIETH DAY OF APRIL,
A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF MAY, A.D. 1999.

CERTIFICATE OF CORRECTION, FILED THE FIRST DAY OF NOVEMBER,
A.D. 1999, AT 1:30 O'CLOCK P.M.



Edward J. Freel, Secretary of State

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001343519

AUTHENTICATION:

0543855

DATE:

07-07-00

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CERTIFICATE OF INCORPORATION

OF

GATEWAY 2000 FACTORY OUTLET, INC.

- 1. The name of the corporation is GATEWAY 2000 FACTORY OUTLET, INC.
- 2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
- 3. The nature of the business or purpose to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- 4. The total number of shares of stock which the Corporation shall have authority to issue is 1,000,000 and the par value of each of such shares is \$.01 amounting in the aggregate to \$10,000.00.
 - 5. The name and mailing address of the incorporator is as follows:

Name

Malling Address

Dale C. Tigges

300 Commerce Building P.O. Bax 1557 Sioux City, IA 51102

6. — The name and mailing address of each person, who is to serve as a director until the first annual meeting of the shareholders or until a successor is elected and qualified, is as follows:

Name

Mailing Address

John J. Morrissey

610 Gateway Drive

North Sioux City, SD 57049

Michael D. Hammond

610 Gateway Drive

North Sioux City, SD 57049

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Todd S. Osborn

610 Gateway Drive North Sloux City, SD 57049

- 7. The corporation is to have perpetual existence.
- 8. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, after or repeal the By-laws of the Corporation.
- 9. Elections of directors need not be by written ballot unless the By-laws of the Corporation shall so provide. Meetings of stockholders may be held within or without the State of Delaware, as the By-laws may provide. The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-laws of the Corporation.
- 10. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.
- 11. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for a breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) for a transaction from which the director derived an improper personal benefit, or (iv) under Section 174 of the General Corporation Law of the State of Delaware. Any repeal or modification of this Article by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability, or any other right or protection, of a director of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

Dale C. Tigges

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CERTIFICATE OF AMENDMENT OF GATEWAY 2000 COUNTRY STORES, INC.

Gateway 2000 Country Stores, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: That the following resolution was adopted by the Board of Directors of the Corporation. The resolution was duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the Corporation, declaring the amendment to be advisable. The resolutions setting forth the proposed amendment are as follows:

NOW, THEREFORE, BE IT RESOLVED, that Article Fourth of the Certificate of Incorporation of the Corporation be amended in its entirety to read as follows:

"4. The total number of shares of the capital stock which the Corporation has authority to issue shall be 3,000 shares of the Common Stock, par value \$.01 per share.

SECOND: That the amendment was approved and adopted pursuant to the written consent executed by the sole stockholder of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Gateway 2000 Country Stores, Inc., has caused this certificate to be executed by Stephanie G. Heim, its Assistant Secretary, on this 16th July, 1998.

Stephanie G. Heim, Assistant Secretary

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STATE OF DELIMAR: SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AN 11/12/1996 960327880 — 23913%1 11-12-94

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UNANIMOUS CONSENT OF DIRECTORS PROPOSING AND DECLARING ADVISABLE AN AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF GATEWAY 3000 RETAIL, INC.

WE, THE UNDERSIGNED, being all the members of the board of directors of Gatoway 2000 Retail, Inc. a corporation organized and existing under the laws of the State of Delaware, DO HEREBY, pursuant to Secs. 141 and 242 of the General Corporation Law of the State of Delaware, propose and declare advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the first Article thereof so that, as amended, said Article shall be read as follows:

"Gateway 2000 Country Stores, Inc."

and hereby authorize the proper officers of this corporation, if the htockholders adopt said amendment, to file the necessary certificate effecting said amendment with the Secretary of State of Delaware and to file with the proper state official of any state in which this corporation is authorized to do business as a foreign corporation such evidence of said amendment and/or any other instrument as may be required by the laws of such state.

WITNESS our hands this 1st day of November A.D. 1996

Joseph Burks

Nevid I Makimelek

William M. Elliott

neciuna.doc

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CERTIFICATE OF AMENDMENT OF GATEWAY 2000 FACTORY OUTLET, INC.

Gateway 2000 Factory Outlet. Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the following resolution was adopted by the Board of Directors of the Corporation. The resolution was duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the Corporation, declaring the amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that Article First of the Certificate of Incorporation of the Corporation be amended in its entirety to read as follows:

"1. The name of the corporation is GATEWAY 2000 RETAIL, INC."

SECOND: That the amendment was approved and adopted pursuant to the written consent executed by the sole stockholder of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Gateway 2000 Factory Outlet, Inc. has caused this certificate to be executed by Joseph Burke, its President and William M. Elliott, its Secretary, this 13 day of March, 1996

Inserth Burle

Dramitions

William M. Elliott

Secretary

PC DOCS 0011692.01

DIVISION OF CORPORATIONS FILED 09:00 AM 12/30/1998 981508723 - 2391341

CERTIFICATE OF MEDGER

BUTWEEN

GATEWAY 2000 MAJOR ACCOUNTS, INC. A Deleware corporation

GATEWAY 2000 TECHNICAL SUPPORT, INC.
A Delewers corporation

GATEWAY 2000 AVIATION, INC.
A Delaware corporation

PC TECHNOLOGY SERVICES, INC.
A Delaware corporation

GATEWAY 2000 BUSINESS DIRECT, INC.
A Delaware corporation

DAKOTALAND SERVICES, INC. A Delayare corporation

AND

GATEWAY 3000 COUNTRY STORES, INC.
A Delevere corporation

GATEWAY 2000 COUNTRY STORES, INC., a corporation organized and existing under and by virture of the General corporation Law of the State of Delaware (the "Corporation"), DOES HERRENY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the morger are as follows:

NAME STATE OF INCORPORATION

Geneway 2000 Major Accesses, Inc. Delaware

Gameray 2000 Technical Support Inc. Delever

Gateway 2000 Aviation, Inc. Delaware

PC Technology Services, Inc. Deleware

 CHEWRY 2000 Business Direct, Inc.

Delaware

Dakonaland Services, Sep.

Delaware

Gazeway 2000 Country Stares, Inc.,

Delawam

SECOND: That an agreement of merger by and between Gateway 2000 Major

Accounts, Inc. a Delaware corporation ("Accounts"), Gateway 2000 Technical Support,

Inc., a Delaware corporation ("Support"), Gateway 2000 Aviation, Inc., a Delaware
corporation ("Aviation"), PC Technology Staviets, Inc., a Delaware corporation ("PC"),

Gateway 2000 Hustman Direct, Inc., a Delaware corporation ("Business"), Delamatend,

Inc., a Delaware corporation, ("Delamatend"), and the Corporation (the "Merger

Agreement") has been approved, adopted, cartified, executed and acknowledged by each

of the constituent corporations and their respective stockholders in accordance with the

requirements of subsection (o) of Section 251 of the General Corporation Law of the

State of the Delware (the "GCL"). The sole holder of all of the cutstanding capital stock

of each of the constituent corporations approved the Merger Agreement by written

consent in accordance with Section 222 of the GCL. The Agreement of Merger 1s

attached as Exhibit A.

THIRD: That the surviving corporation shall be Gateway 2000 Country Stores, Inc., a Delaware corporation (the "Surviving Corporation"), and the name of the Surviving Corporation shall be changed to "Gateway Companies, Inc." pursuant hereio.

FOURTH: That the certificate of incorporation and bylave of the Corporation as in effect immediately prior to the effective time of the merger shall be the certificate of incorporation and bylave of the Serviving Corporation, except that, purmons herein, ARTICLE 1 of the certificate of incorporation of the Serviving Corporation shall be amounted to read as follows:

ARTICLE 1

The name of the corporation shall be Gateway Companies, Inc.

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WHIREAS, each of the Boards of Directors of Accounts, Support, Aviation, PC, Business, Delectriand and Country has approved this Agreement and the communication of the Marter;

WHEREAS Gateway 2000, Inc. has approved the Agreement and consummation of the Margar by written consent of sale stackholder of Accounts, Support, Aviation, PC, Business, Dakotsland, and Country;

NOW, THEREFORE, in consideration of the premiers and the matual agreements and convenants bernin contained and other good and valuable consideration, the receipt and enforcing of which are hereby scknewledged, the parties hereby agree as follows:

Article I: The Moreet

Section 1.01 - The Mercer

- (a) Pursuent to the terms of this Agreement, Accounts, Support, Aviation, PC, Business, Dakotaland and Country (collectively, the "Marging Into Corporations") shall merge with and into Country, whereupon the separate existence of each of Accounts, Support, Aviation, PC, Business, and Dakotaland shall cease, and Country shall be the auriviving corporation of the Merger (sometimes referred to herein as the "Surviving Corporation") in accordance with Section 251 of the DGCL.
- (b) Country as the Surviving Congentian shall continue its existence as a componition under the laws of the State of Delaware.
- (c) The Marger shall take affect on December 31, 1998 (the "Effective Time").
- (d) At the Effective Time, the effect of the Marger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers, and finnehists of each of Accounts, Support, Aviation, PC, Business, Debotsland and Country shall vest in Caustry as the Surviving Corporation, and all debts, liabilities, obligations, and during the foreign and Country shall become debts, liabilities, obligations and duties of Country as the Surviving Corporation.

Article II: The Surviving Corporation

Section 2.01 - The Survivine Computation

The Surviving Corporation shall be Geteway 2000 Country States, Inc. and the astace of the Surviving Corporation shall be changed to "Geteway Companies, Inc." program hereto.

Section 2.02 - The Certificate of Insuranties

The Confidents of Incorporation of Country in officet immediately prior to the Effective Time shall be the Confidente of Incorporation of the Surviving Componition, except that, pursuant hereto, ARTICLE 1 of the Confidentian of Incorporation of the Surviving Corporation shall be amended to read as follows:

Article I

The name of the corporation shall be Geteway Companies, Inc.

Section 2.03 - Bylane

The Bylanes of Country in offict immediately prior to the Relective Time shall be the Bylanes of the Surviving Corporation, unless and until seconded or repealed in accordance with such Bylanes, the Certificate of incorporation of the Surviving Corporation, and applicable law.

Section 2.04 - Directors and Officers

The directors and officers of Country immediately prior to the Effective Time shall be the directors and officers, respectively, of the surviving Corporation at and after the Effective Time until the earlier of (i) the explication of their current terms and the election and qualification of the successors and (ii) their prior resignation, removal or death, subject in each case to the Certificate of Incorporation and Bylaws of the Surviving Corporation and subsequent assists by the shareholders and/or directors of the Surviving Corporation.

Article III. Treatment of Shares of the Marshus Into Cornerations and Shares of Country

Section 3.01 - Cancellation of Common Shares of the Marring Into Corporations

At the Billictive Time, each share of Common Stock of each of Accounts, Support, Aviscian, Business, Dakotaland and PC, issued and outstanding immediately prior to the Riflective Time of the Merger shall, by withe of the Merger and without any action on the part of the helder thereof, he canceled and sense to exist and no consideration shall be delivered in embangs thereby.

Scrtica 5.02 - Shares of Country To Rossein Outstanding

At the Effective Time, each sharp of Common Stock of Country issued and quintending immediately prior to the Effective Time of the Margor shall remain outstanding as a share of Common Stock of the Surviving Corporation and shall be unaffected by the Marger.

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Article IV: Amendment. Termination.

Section 4.01 - Termination

This Agreement may be terminated and the Marger may be abundaned by mutual written consent of the Buards of Directors of such Accounts, Support, Avistion, PC, Business, Dakotaland and Country, at any time prior to the Effective Time.

Section 4.02 - Bifect of Termination

If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become vaid and of no effect with no liability on the part of each party hereto.

Section 4.03 - Amendment

The parties barulo, by mutual consent of the Boards of Directors of Accounts. Support, Aviation, PC, Business, Dakutaland and Country, may smend, modify, or emplement this Agreement in such manner as may be agreed upon by them in writing at my time prior to the Effective Time; provided, however, that no meh amendment, modification, or supplement shall be adopted except in accordance with Section 251(d) of the DGCL.

Article V: Miscellancone

Section 5.01 - No Waivers

No failure or doing by may party herein in exercising my right, power, or privilege horounder shall operate as a waiver thoron, nor shall any single or partial conscise thereof proclude the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any sights or remedica provided by law.

Section 5.02 - Integration

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or unit, between and among the parties with respect to the publicat metter horner.

Section 5.03 - Syccomore and Aprient

The provisions of this Agreement shall be blading upon and inure to the benefit of the parties becote and their respective successors and secious, provided that no party may

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medge, delegate or otherwise trapelly may of its rights or obligations under this Agreement without the consent of the other party bacco.

Section 5.04 - Governme Law

This Agreement thall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflicts of law.

Section 5.05 - Commence

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which togother shall constitute one and the name agreement, and when executed shall be binding on the parties hereto.

Section 5.06 - Severability

In the sweet that one or more of the possisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceshility of the remaining provisions combined herein shall not in any way be affected or impaired shereby.

Sections 5.07 - Hordines

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meming or interpretation of this Agreement.

IN WITNING WHEREOF, the parties have executed this Agreement as the date first showe writter.

> GATEWAY 2000 MAJOR ACCOUNTS, INC. A Delawate conscration

By: 10 10 00 and W E00 TO

Title: Secretary

GATEWAY 2000 TECENICAL SUPPORT, INC. A Delewate corporation

By: 10.00 W. 800 The Name: William M. Elliott

Title: Secretary

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GATEWAY 2000 AVIATION, INC. A Delevers corporation

By: 1 100 m Kr E00 m

Title: Societary

PC TECHNOLOGY BERVICES, INC. A Delaware our cration

By: 10 10 0 and the Election
Name: William M. Elliott

Title: Secretary

GATEWAY 2000 BUSINESS DIRECT, INC. A Delaware corporation

Name: William M. Billiam

Title: Secretary

DAKOTALAND SERVICES, INC. A Delewere corporation

By: La to Olmo le Elle Of

Title: Socretary

GATEWAY 2000 COUNTRY STORES, INC. A Delawere corporation

By: (a 600 M EOO. A)
Nerrie: William M. Elliott

Title: Secretary

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I, Stephanie G. Haim, Assistant Secretary of Geneway 2000 Major Accounts, Inc., a compensation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby could pursuent to the provisions of Section 251 of the Deleware General Corporation Law (the "DGCL"), that Generaly 2000, Inc., the sole stockholder of the Corporation, putsuest to the provisions of Section 228 of the DGCL, has consected to the marger of the Corporation with and into Centerry 2000 Country States, Inc., a Delawers corporation, on the terms and conditions act forth in the Agreement of Merger to which this certification is supended.

IN WITNESS WHEREOF, I have subscribed my mane and affixed the seal of Ontewey 2000 Major Accounts, Inc., this 28th day of December, 1998.

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bene G. Him

I, Stephanic G. Heim, Assistant Secretary of Gateway 2000 Technical Support. inc., a corporation organized and existing under the laws of the State of Delaware (the "Composition"), hastby certify parament to the provisions of Section 251 of the Delaware General Commercion Law (the "DGCL"), that Gateway 2000, Inc., the sole stockholder of the Copporation, pursuent to the previolens of Section 228 of the DGCL, has ecquented to the marger of the Corporation with end into Opicousy 2000 Country Storce, Inc., a Delawate corporation, on the terms and conditions ant forth in the Assessment of Mercer to which this certification is aspended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of Gateway 2000 Technical Support, Inc., this 28th day of December, 1998.

(SEAL)

Assistant Societary

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chame 6. Hem

1. Stephenie G. Heim, Assistant Secretary of Geneway 2000 Aviation, Inc., a comporation organisms and existing under the laws of the State of Dolaware (the "Corporation"), hereby could pursuent to the provisions of Section 251 of the Delaware General Corporation Law (the "DGCL"), that Geneway 2000, Inc., the sole stockholder of the Corporation, pursuent to the provisions of Section 226 of the DOCL, has consented to the marger of the Corporation with and into Gateway 2000 Country Stores, Inc., a. Delewson corporation, on the terms and conditions set forth in the Agreement of Merger to which this certification is appended.

IN WITNESS WHEREOF, I have extractibed my name and affixed the seal of Granway 2000 Aviation, Inc., this 25th day of Documber, 1998.

ISEAL

Leme G. Herm Assistant Socretary

L Stochanie G. Helm, Assistant Societary of PC Technology Services, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certify pursuant to the provisions of Section 251 of the Delaware General Corporation Law (the 'DGCL'), that Gateway 2000, Inc., the unia stockholder of the Consentian, paramete to the provisions of Section 228 of the DGCL, has consented to the merger of the Corporation with and into Gateway 2000 Country Stores, Inc., a Delewere corporation, on the terms and conditions set forth in the Assessment of Mercer to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seel of PC Technology Services, Inc., this 28th day of December, 1998,

[SEAL]

Title

Assistant Socretury

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I, Stephenia G, Heim, Amistert Secretary of Gatoway 2000 Business Direct, Inc., a corporation organized and emisting under the least of the Elete of Delaware (the "Corporation"), hereby certify pursuant to the provisions of Section 251 of the Delaware General Corporation Law (the "DGCL"), that Gatoway 2000, Inc., the sole stockholder of the Corporation, pursuant to the provisions of Section 228 of the DGCL, has connected to the marger of the Corporation with and into Gatoway 2000 Country Stones, Inc., a Delaware corporation, on the turns and conditions set forth in the Agreement of Marger to which this cartification is appended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of Gateway 2000 Business Direct, Inc., this 28 day of December, 1998.

[SBAL]

By:

Tile:

Strabento G. Haten Assistant Secretary

I, Stephenia G. Holm, Assistant Socretary of Delautaland, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), bareby certify parament to the provisions of Section 251 of the Delaware General Corporation Law (the "DGCL"), that Gainway 2000, inc., the sole stockholder of the Corporation, pursuant to the provisions of Section 228 of the DGCL, has consumed to the marger of the Corporation with and into Geneway 2000 Country Stores, Inc., a Delaware corporation, on the terms and conditions set forth in the Agreement of Marger to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my mame and affixed the seal of Dakotaland, Inc., this 28 "day of December, 1998.

[SEAL]

By: Name

Sequence G. Heim Assistant Secretary

PATENT (**

ne 6. Kein

L. Stephenin G. Heim, Assistant Sourcery of Catoway 2000 Madesting Services, Inc., a conputation organized and opining under the lears of the finite of Delaware (the "Composition"), hearby carrily pursuant to the provisions of Section 251 of the Delaware General Convention Law (the "DGCL"), that Getoway 2000, Inc., the sole stockholder of the Corporation, present to the provident of Section 228 of the DGCL, has consented to the merger of the Corporation with and into Geneway 2000 Country Stores, Inc., a Deleavage comporation, on the terms and conditions set forth in the Agreement of Merger to which this certification is sepended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of Genoway 2000 Marinting Services, Inc., this 38th day of December, 1998.

(SEAL)

By: Name:

Title: Antimant Secretary

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STATE OF DELAMARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AM 04/30/1999 991172274 — 2391341

CERTIFICATE OF MERGER BETWEEN GATEWAY 2000 MARKETING SERVICES, INC. A Delaware Corporation AND GATEWAY COMPANIES, INC. A Delaware Corporation

GATEWAY COMPANIES, INC., a corporation organized and endering under the laws of the State of Delaware ("Comperior"), DOES HERBEY CENTIFY:

PIRST: That the name and state of incorporation of the constituent corporations of the marger are as follows:

NAME

STATE OF INCORPORATION

Gstoway 2000 Mathoting Services, Inc.

Delaware Delaware

Gateway Companies, Inc.

SECOND: That an agreement of marger by and between Gataway 2000 Marketing Services, Inc., a Delewere Corporation ("Marketing") and Companies (the "Marger Agreement") has been approved, adopted, certified, executed and acknowledged by the constituent corporations and their respective stockholders in accordance with the requirements of subsection (a) of Section 251 of the General Corporation Law of the State of Delaware (the "GCL"). The sole holder of the constanding capital stock of the constituent corporations approved the Merger Agreement by written consent in accordance with Section 228 of the GCL. The Agreement of Merger is attacked as Exhibit A.

THIRD: The surviving corporation shall be Gateway Companies, Inc., a Delaware corporation (the "Surviving Corporation").

FOURTH: That the Certificate of Incorporation and bylaws of Gateway Companies, Inc. as in effect immediately prior to the effective time of the merger shall be the certificate of incorporation and bylaws of the Surviving Corporation.

FIRTH: That the executed agreement of merger is on file at an office of the Surviving Corporation. The address of the office of the Surviving Corporation at which a copy of the executed agreement of merger is on file is 4945 Towns Court, San Diego, CA 92121.

SDCTH: That a copy of the agreement of morger will be florished by the Surviving Corporation, on request and without cost, to any stockholder of the constituent corporation.

SEVENTH: The effective date of the merger shall be May 1, 1999

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IN WITNESS WHEREOF, Getoway Companies, Inc. has caused this Certificate to be executed on its behalf by its authorized officer this 300 day of April, 1999.

GATEWAY COMPANIES, INC.

By: 12 Colored M. Eller M. William M. Billiott, Secretary

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AGRESMENT OF MERGER
BETWEEN
GATEWAY 2000 MARKSTING SERVICES, INC.
A Delaware Corporation
AND
GATEWAY COMPANIES, INC.
A Delaware Corporation

AGREEMENT OF MERGER, made this 30th day of April, 1999 (the "Agreement"), by and between Gateway 2000 Marketing Services, inc., a Delaware corporation ("Marketing Services") and Gateway Companies, inc., a Delaware corporation ("Companies"):

WIINESSEIE:

WHEREAS, Marketing Services desires to consummate the merger of Marketing Services with and into Companies pursuant to Section 251 of the Delaware General Corporation Law (the "DGCL"), upon consummation of which Companies shall be the surviving corporation (the "Merger");

WHEREAS, each of the Boards of Directors of Marketing Services and Companies has approved this Agreement and the consummedies of the Morear.

WHEREAS Gateway 2000, Inc. has approved the Agreement and consumention of the Merger by written consent of sole modificated Marketing Services and Companies:

NOW, THEREFORE, in consideration of the promises and matual agreement and covenants hards command and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties thereto hereby agree as follows:

Article 1: The Morney

Section 1.01 - The Merner

(a) Pursuant to the towns of this Agreement, Marketing Services shall merge with and into Companies, whereupon the separate statem of Marketing Services shall coase, and Companies shall be the surviving componention of the Minger

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(sometimes referred to herein as the "Surviving Corporation") in accordance with Section 251 of the DGCL.

- (b) Companies as the Surviving Corporation shall continue its existence as a corporation under the laws of the State of Delaware.
- (c) The merger shall take effect on May 1, 1999 (the "Effective Time").
- (d) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Ribetive Time, all the property, rights, privileges, powers and franchises of Marketing Services shall vest in Companies as the Surviving Corporation, and all debts, liabilities, obligations, and duties of Marketing Services and Companies shall become debts, liabilities, obligations and duties of Companies as the Surviving Corporation.

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Section 2.01 - Tas Surviving Corporation. The Surviving Corporation shall be Gateway Companies, Inc.

Section 2.02 - The Certificate of Incorporation The Certificate of Incorporation of Companies in affect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, until duly amended in accordance with the terms thereof and the DGCL.

Section 2.03 — Briston The Bylaste of Companies in offset at the Effective Time shall be the By-Laws of the Surviving Corporation, until duly amunded in accordance with the terms thereof and the DGCL.

Section 2.04 — <u>Directors and Officers</u> The directors and the officers of Companies at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their entire death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-Laws.

Article III: Treatment of Shares of Murinting Services and Shares of Companies

Section 3.01 — Cantrilation of Common Shares of Marketing At the Effective Time, each share of Common Stock of Marketing Services issued and outstanding immediately prior to the Effective Time of the Merger chall, by virtue of the Merger and without any extion on the part of the holder thereof, he canceled and cease to unian and no consideration shall be delivered in exchange therefor.

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Section 3.02 - Shares of Companies to Remain Occasioning. At the Effective Time, each share of Common Stock of Companies lessed and outstanding immediately prior to the Effective Time of the Merger shall remain constanding as a share of Common Stock of the Surviving Corporation and shall be unaffected by the Merger.

Article IV: Amendment: Termination

Section 4.01 — <u>Termination</u> This Agreement may be terminated and the Merger may be abandoned by mutual written consent of the Boards of Marketing Services and Companies at any time prior to the Effective Time.

Section 4.02 - Effect of Termination If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of each party hereto.

Section 4.03 — <u>Amendment</u> The parties hereto, by manual consent of the Boards of Directors of Markoting Services and Compenies, may amond, modify, or supplement this Agreement in such manner as may be agreed upon by them in writing at any time prior to the Bilisctive Time; provided, however, that no such agreedment, tradification, or supplement shall be adopted except in accordance with Section 251(d) of the DGCL.

Article V: Missellancom

Section 5.01 - No Waiver No failure or delay by any party thereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not emphasive of any rights or remedies provided by law.

Section 5.02 — Execution of Additional Documents If at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or configure of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of Marketing Services or Companies acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Marger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation are bettey authorized to execute and deliver, in the name and on behalf of each of Marketing Services and Companies or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Marketing Services and Companies or otherwise, all such other actions and things as may be accessary or desirable to was, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

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Section 5.03 - Integration This Agreement constitutes the cutie agreement of the parties and supersedes all prior agreements and understandings, written or oral, between and among the parties with respect to the subject matter hereof.

Section 5.04 - Successors and Assigns The provisions of this Agreement shall be binding upon and inure to the begalit of the parties bereto and their respective nuccessors and assigns, provided that no purty may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party bereto.

Section 5.05 - Governing Law This Agreement shall be provided by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflicts of law.

Section 5.06 - Amenability In the event that one or more of the provinces of this Agreement shall be invalid, illegal or unenforceshie in any respect, the validity, logality and enforceshility of the remaining provisions contained begain shall not in any way be affected or impaired thereby.

Section 5.07 - Headings The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement

IT WITNESS WHEREOF, the parties have executed this Agreement as of the date first shove written.

CATEWAY 2000 MARKETING SERVICES, INC. GATEWAY COMPANIES, INC. A Delaware Corporation

A Delaware Corporation

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11-1-29

CERTIFICATE OF CORRECTION TO THE CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF GATEWAY COMPANIES, INC.

Gateway Companies, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

- 1. The name of the corporation is Gateway Companies, Inc.
- 2. The original Certificate of Amendment of the Certificate of Incorporation of the Corporation to which this Certificate of Correction relates, was filed with the Secretary of State of Delaware on July 17, 1998, and said Certificate of Amendment requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.
- 3. The original Certificate of Amendment inadvertently omitted the second sentence of the action taken by the Corporation's Board of Directors and Sole Stockholder.
- 4. Article 4 of the Certificate is hereby corrected to read as follows:
- "4. The total number of shares of the capital stock which the Corporation has authority to issue shall be 3,000 shares of Common Stock, par value \$.01 per share. Upon amendment of this Article 4, each one thousand (1,000) shares of Common Stock shall be converted into three (3) shares of Common Stock."

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its Assistant Secretary, Stephanie G. Heim, this 29th day of October, 1999.

Stephanie G. Heim, Assistant Secretary

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RECORDED: 04/02/2001