

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/13/2000

**CONVEYING PARTY DATA**

Name	Execution Date
Internet Direct Media, Inc.	06/13/2000

**RECEIVING PARTY DATA**

Name:	Internet Direct Media, Inc.
Street Address:	14631 NE Third Avenue #7
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98007

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7380117

**CORRESPONDENCE DATA**

Fax Number: (212)588-0500  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-588-0800  
 Email: JBranch@flhlaw.com  
 Correspondent Name: John W. Branch  
 Address Line 1: 745 Fifth Avenue  
 Address Line 2: FROMMER LAWRENCE & HAUG LLP  
 Address Line 4: New York, NEW YORK 10151

ATTORNEY DOCKET NUMBER:	1361044-2017.3
NAME OF SUBMITTER:	Sally Ann Homer

Total Attachments: 12  
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# STATE of WASHINGTON



## SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

### ARTICLES OF MERGER

to

INTERNET DIRECT MEDIA, INC.

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merged into INTERNET DIRECT MEDIA (DELAWARE), INC. (A Delaware corp. qualified in Washington)

UBI Number: 601 958 401

Date: June 14, 2000



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

Ralph Munro, Secretary of State  
2-895531-8

PATENT

REEL: 025337 FRAME: 0039

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

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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:

"INTERNET DIRECT MEDIA, INC.", A WASHINGTON CORPORATION, WITH AND INTO "INTERNET DIRECT MEDIA (DELAWARE), INC." UNDER THE NAME OF "INTERNET DIRECT MEDIA, INC.", CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.

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



*Edward J. Freel*

Edward J. Freel, Secretary of State

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AUTHENTICATION: 0498009

DATE: 06 PATENT

REEL: 025337 FRAME: 0040

ARTICLES OF MERGER

OF

INTERNET DIRECT MEDIA, INC.  
(a Washington corporation)

FILED  
STATE OF WASHINGTON

JUN 14 2000

WITH AND INTO

RALPH MUNFC  
SECRETARY OF STATE

INTERNET DIRECT MEDIA (DELAWARE), INC.  
(a Delaware corporation)

In compliance with the requirements of section 23B.11.070 of the Washington Business Corporation Act (the "Washington Act"), the undersigned, desiring to effect a merger, hereby state that: Internet Direct Media, Inc.(Delaware), a corporation organized and existing under the laws of Delaware hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:

(a) **Internet Direct Media, Inc.**, a Washington corporation ("Internet Direct Media Washington"); and

(b) **Internet Direct Media (Delaware), Inc.**, a Delaware corporation ("Internet Direct Media Delaware").

2. An Agreement and Plan of Merger, dated as of June 13, 2000 (the "Merger Agreement"), attached hereto as Exhibit A, has been duly approved by a two-thirds majority of the holders of Common Stock and Series A Preferred Stock, voting as separate classes of Internet Direct Media Washington and a majority of the holders of Common Stock of Internet Direct Media Delaware in accordance with the provisions of Section 23B.11.030 of the Washington Act.

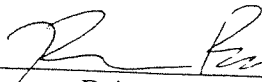
3. The surviving corporation is Internet Direct Media Delaware whose name is changed to Internet Direct Media, Inc. (the "Surviving Corporation").

4. The Restated Certificate of Incorporation of Internet Direct Media Delaware filed on June 13, 2000 shall be the Restated Certificate of Incorporation of the Surviving Corporation.

IN WITNESS WHEREOF, Internet Direct Media (Delaware), Inc. has caused this certificate to be signed by the undersigned officer, thereunto duly authorized, on the 13th day of June, 2000.

**INTERNET DIRECT MEDIA (DELAWARE), INC.**,  
a Delaware corporation

By



Brian Baker  
President

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of June 13, 2000, by and between Internet Direct Media, Inc., a Washington corporation (the "Washington Company"), and Internet Direct Media (Delaware), Inc., a Delaware corporation (the "Delaware Company"),

### WITNESSETH:

WHEREAS, the Washington Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Washington and, on the date of this Agreement, has authority to issue fifty million (50,000,000) shares, including forty-seven million five hundred thousand (47,500,000) shares of common stock, each with a par value of \$0.001 per share and two million five hundred thousand (2,500,000) shares of preferred stock, each with a par value of \$0.001 per share;

WHEREAS, the Washington Company has designated the following series of preferred stock and has authority to issue the following number of shares within such series: two million five hundred thousand (2,500,000) shares as Series A Preferred Stock, each with a par value of \$0.001 per share;

WHEREAS, on June 13, 2000 the Washington Company had the following shares issued and outstanding: twenty one million six hundred twenty-five thousand eight hundred seventy-five (21,625,875) shares of its common stock, each with a par value of \$0.001 per share; one million nine hundred sixty-five thousand (1,965,000) shares of Series A Preferred Stock, each with a par value of \$0.001 per share; options to purchase an aggregate of six million (6,000,000) shares of common stock, each with a par value of \$0.001 per share;

WHEREAS, the Delaware Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and, on the date of this Agreement, has authority to issue fifty-six million (56,000,000) shares, including forty-two million (42,000,000) shares of common stock, each with a par value of \$0.0001 per share and fourteen million (14,000,000) shares of preferred stock, each with a par value of \$0.001 per share;

WHEREAS, the Delaware Company has designated the following series of preferred stock and has authority to issue the following number of shares within such series: two million (2,000,000) shares as Series A Preferred Stock, with a par value of \$0.0001 per share;

WHEREAS, the Delaware Company currently has one thousand (1,000) shares of its common stock issued and outstanding, all of which are owned by the Washington Company, and no shares of its preferred stock issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Washington Company and the Delaware Company have determined that it is advisable and in the best interests of each such corporation that the Washington Company be merged with and into the Delaware Company upon the terms and subject to the conditions provided in this Agreement for the purpose of effecting a reincorporation of the Washington Company in the State of Delaware and have, by resolutions

duly adopted and approved this Agreement and directed that it be submitted to a vote of their respective securityholders and executed by the undersigned officers:

NOW THEREFORE, the parties agree as follows:

## ARTICLE 1

### Definitions

When used in this Agreement (and any Exhibit in which such terms are not otherwise defined) the following terms shall have the following meanings, respectively:

- 1.1 "Washington Common Stock" shall mean shares of Common Stock, each with a par value of \$0.001 per share, of the Washington Company.
- 1.2 "Washington Law" shall mean the Washington Business Corporation Act as currently in effect on the date of this Agreement.
- 1.3 "Washington Preferred Stock" shall mean shares of Series A Preferred Stock, each with par value of \$0.001 per share of the Washington Company.
- 1.4 "Delaware Common Stock" shall mean shares of Common Stock, each with par value of \$0.0001 per share, of the Delaware Company.
- 1.5 "Delaware Law" shall mean the Delaware General Corporation Law as currently in effect on the date of this Agreement.
- 1.6 "Delaware Preferred Stock" shall mean shares of Series A Preferred Stock, each with par value of \$0.0001 per share, of the Delaware Company.
- 1.7 "Effective Time" shall mean the date and time when the Merger shall have become effective, in accordance with Section 2.2.
- 1.8 "Merger" shall mean the merger of the Washington Company with and into the Delaware Company.
- 1.9 "Surviving Corporation" shall mean the Delaware Company from and after the Effective Time.

## ARTICLE 2

### Merger

2.1 Filings and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

- (i) This Agreement and the Merger shall have been adopted and approved by the sole stockholder of the Delaware Company and the shareholders of the

Washington Company and notice shall have been provided to the shareholders of the Washington Company in accordance with the requirements of Delaware Law and Washington Law;

(ii) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(iii) An executed Certificate of Merger shall have been filed with the Secretary of State of the State of Delaware; and

(iv) An executed counterpart of this Agreement, along with an executed Articles of Merger, each meeting the requirements of Washington Law, shall have been submitted for filing with the Secretary of State of the State of Washington.

2.2 Merger. The Merger shall become effective when proper documentation has been filed with the Secretaries of State of the States of Delaware and Washington in accordance with Section 2.1. At such time the Washington Company shall merge with and into the Delaware Company, the separate existence of the Washington Company shall cease, and the Delaware Company shall continue in existence under the Delaware Law.

2.3 Effects. At the Effective Time:

(i) the Washington Company shall be merged with and into the Delaware Company and the separate existence of the Washington Company shall cease;

(ii) the Restated Certificate of Incorporation of the Delaware Company in effect at the Effective Time shall continue as the Restated Certificate of Incorporation of the Surviving Corporation, except that the name of Surviving Corporation shall be changed to Internet Direct Media, Inc. and Article I of the Restated Certificate of Incorporation of the Delaware Company shall be amended in its entirety to read as follows:

“The name of this corporation is Internet Direct Media, Inc.”

(iii) the Bylaws of the Delaware Company in effect at the Effective Time shall continue as the Bylaws of the Surviving Corporation;

(iv) each director of the Delaware Company who is not also a director of the Washington Company immediately prior to the Effective Time shall resign as a director of the Delaware Company, and each director of the Washington Company who is not a director of the Delaware Company immediately prior to the Effective Time shall automatically become a director of the Surviving Corporation;

(v) each officer of the Delaware Company in office immediately prior to the Effective Time shall remain as an officer in the same capacity of the Surviving Corporation and each officer of the Washington Company who is not serving in an



equivalent capacity in the Delaware Company at the Effective Time shall at the Effective Time automatically assume an equivalent position with the Surviving Corporation;

(vi) each share of Washington Common Stock outstanding immediately prior to the Effective Time shall be converted into one share of Delaware Common Stock pursuant to Article 3 below;

(vii) each share of Washington Preferred Stock outstanding immediately prior to the Effective Time shall be converted into one share of the equivalent series of Delaware Preferred Stock pursuant to Article 3 below; and

(viii) without further transfer, act or deed, the separate existence of the Washington Company shall cease and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of the Washington Company; and each and all of the rights, privileges, powers and franchises of the Washington Company, and all property, real, personal and mixed, and all debts due to the Washington Company on whatever account, stock subscriptions and other things in action or belonging to the Washington Company shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and each and every other interest of the Washington Company shall be thereafter as effectually the property of the Surviving Corporation as they were of the Washington Company, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in the Washington Company shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors of the Washington Company and all liens upon any property of the Washington Company shall be preserved unimpaired and all debts, liabilities and duties of the Washington Company shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2.4 Further Assurances. The Washington Company agrees that if, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of the Washington Company, the Surviving Corporation and its proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, in the name of the Washington Company or otherwise.

### ARTICLE 3

#### Conversion of Shares

3.1 Conversion of Shares. At the Effective Time, Washington Common Stock and Washington Preferred Stock shall be automatically converted into Delaware Common Stock and Delaware Preferred Stock as follows:

(i) each share of Washington Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Delaware Common Stock;

(ii) each share of Washington Preferred Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of the corresponding series of Delaware Preferred Stock; and

(iii) each share of Delaware Common Stock issued and outstanding immediately prior to the Effective Time shall be canceled and retired and no shares shall be issued in the Merger in respect thereof.

3.2 Stock Certificates. At and after the Effective Time, all of the outstanding certificates that immediately prior to the Effective Time represent shares of Washington Common Stock or Washington Preferred Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Delaware Common Stock and Delaware Preferred Stock, as the case may be, into which the shares of Washington Common Stock or Washington Preferred Stock, respectively, formerly represented by such certificates have been converted as provided in this Agreement. The registered owner on the books and records of the Delaware Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Delaware Company or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Delaware Common Stock and Delaware Preferred Stock, as the case may be, evidenced by such outstanding certificate as above provided.

3.3 Stock Options. Each right or option to purchase shares of Washington Common Stock granted under the 2000 Stock Incentive Plan (the "Plan") of the Washington Company or granted irrespective and not in connection with either of the Plan, which is outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option to purchase the same number of shares of Delaware Common Stock at the same option price per share, and upon the same terms and subject to the same conditions as set forth in the Plan, as in effect at the Effective Time. The same number of shares of Delaware Common Stock shall be reserved for purposes of the Plan as is equal to the number of shares of Washington Common Stock so reserved as of the Effective Time. As of the Effective Time, the Delaware Company hereby assumes the Plan and any and all obligations of the Washington Company under such Plans, including the outstanding options granted pursuant to the Plan.

3.4 Validity of Delaware Common Stock and Delaware Preferred Stock. All shares of Delaware Common Stock and Delaware Preferred Stock into which Washington Common Stock and Washington Preferred Stock, as the case may be, is to be converted pursuant to the Merger shall not be subject to any statutory or contractual preemptive rights, shall be validly issued, fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such Washington Common Stock or Washington Preferred Stock.

3.5 Rights of Former Holders. From and after the Effective Time, no holder of certificates that evidenced Washington Common Stock or Washington Preferred Stock, as the case may be, immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive the shares of Delaware Common Stock or Delaware Preferred Stock, as the case may be, into which such Washington Common Stock or Washington Preferred Stock shall have been converted pursuant to the Merger.

#### ARTICLE 4

##### Covenants To Be Performed Prior to Closing Date

4.1 Consents. Each of the Washington Company and the Delaware Company shall use its best efforts to obtain the consent and approval of each person (other than shareholders of the Washington Company in their capacities as such) whose consent or approval shall be required in order to permit consummation of the Merger.

4.2 Governmental Authorizations. Each of the Washington Company and the Delaware Company shall cooperate in filing any necessary reports or other documents with any federal, state, local or foreign authorities having jurisdiction with respect to the Merger.

#### ARTICLE 5

##### Conditions

5.1 Conditions to Obligations of the Washington Company and the Delaware Company. The obligations of the Washington Company and the Delaware Company to consummate the Merger are subject to satisfaction of the following conditions:

5.1.1 Authorization. The holders of a two-thirds majority of both the Washington Common Stock and the Washington Preferred Stock, voting as separate classes, shall have approved and adopted this Agreement and the Merger by written consent and notice shall have been provided to the shareholders of the Washington Company in accordance with Washington Law. All necessary action shall have been taken to authorize the execution, delivery and performance of this Agreement by the Washington Company and the Delaware Company. The Washington Company and the Delaware Company shall have full power and authority to consummate the Merger.

5.1.2 Consents and Approvals. All authorizations, consents and approvals (contractual or otherwise) of any state, federal, local or foreign government agency, regulatory body or official or any person (other than the Washington Company or the Delaware Company) necessary for the valid consummation of the Merger in accordance with this Agreement shall have been obtained and shall be in full force and effect.

## ARTICLE 6

### Miscellaneous

6.1 Waiver and Amendment. This Agreement may be amended by action of the respective Boards of Directors of the Washington Company and the Delaware Company without action by the respective shareholders and stockholders of the parties, except that (i) any amendments to Section 3.1, (ii) any amendment changing the terms, rights, powers or preferences of Delaware Common Stock or Delaware Preferred Stock, or (iii) any amendment altering any terms of this Agreement if such alteration would adversely affect the holders of any class or series of the capital stock of the Washington Company or the Delaware Company must be approved by the holders of a two-thirds majority of both the Washington Common Stock and the Washington Preferred Stock, voting as separate classes.

6.2 Termination. This Agreement may be terminated and the Merger and other transactions provided for by this Agreement abandoned at any time prior to the Effective Time, whether before or after adoption and approval of this Agreement by the shareholders of the Washington Company, by action of the Board of Directors of the Washington Company if the Board determines that the consummation of the transactions contemplated by this Agreement would not, for any reason, be in the best interests of the Washington Company and its shareholders.

6.3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the Merger.

6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

6.5 Headings. The article, section and paragraph headings in this Agreement are intended principally for convenience and shall not, by themselves, determine rights and obligations of the parties to this Agreement.

6.6 No Waiver. No waiver by any part of any condition, or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts entered into and to be performed wholly within the State of Washington, except to the extent that the laws of the State of Delaware are mandatorily applicable to the Merger.

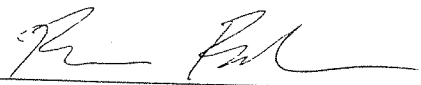
6.8 Approval of the Washington Company as the Sole Stockholder of the Delaware Company. By its execution and delivery of this Agreement, the Washington Company, as the

sole stockholder of the Delaware Company, consents to, approves and adopts this Agreement and approves the Merger, subject to the approval and adoption of this Agreement by the holders of a two-thirds majority of the shares of both the Washington Common Stock and the Washington Preferred Stock, voting as separate classes, pursuant to Section 5.1. The Washington Company agrees to execute such instruments as may be necessary or desirable to evidence its approval and adoption of this Agreement and the Merger as the sole stockholder of the Delaware Company.

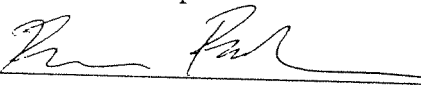
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

INTERNET DIRECT MEDIA, INC.,  
a Washington corporation

By:   
\_\_\_\_\_  
Brian Baker  
President

INTERNET DIRECT MEDIA (DELAWARE),  
INC., a Delaware corporation

By:   
\_\_\_\_\_  
Brian Baker  
President