

MRD 0.13.99

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

10-21-1999

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



101177451

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

10/21/1999 DNGUYEN 00000004 071907 75670526

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and 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

TRADEMARK

REEL: 001977 FRAME: 0111

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text" value="75/670528"/>	<input type="text"/>	<input type="text" value="2074460"/>	<input type="text" value="2195895"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

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, as indicated herein.

Allyn Taylor, Esq.

Name of Person Signing



Signature

10/12/99

Date Signed

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of June 17, 1999 by and between Salon Internet, Inc., a California corporation ("Salon California"), and Salon Internet, Inc. Delaware, a Delaware corporation ("Salon Delaware").

WITNESSETH:

WHEREAS, Salon Delaware is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Salon California is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, on the date of this Merger Agreement, Salon Delaware has authority to issue 50,000,000 shares of Common Stock, par value \$0.001 per share (the "Salon Delaware Common Stock"), of which 100 shares are issued and outstanding and owned by Salon California and 13,108,750 shares of Preferred Stock, par value \$0.001 per share (the "Salon Delaware Preferred Stock"), of which no shares are issued or outstanding;

WHEREAS, on the date of this Merger Agreement, Salon California has authority to issue 25,000,000 shares of Common Stock (the "Salon California Common Stock"), of which 1,771,406 shares are issued and outstanding, and 16,217,500 shares of Preferred Stock (the "Salon California Preferred Stock"), of which 15,566,269 shares are issued and outstanding;

WHEREAS, the respective Boards of Directors for Salon Delaware and Salon California have determined that, for the purpose of effecting the reincorporation of Salon California in the State of Delaware, it is advisable and to the advantage of said two corporations and their shareholders that Salon California merge with and into Salon Delaware upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of Salon Delaware and Salon California, the shareholders of Salon California, and the sole stockholder of Salon Delaware have adopted and approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Salon California and Salon Delaware hereby agree to merge as follows:

1. Merger. Salon California shall be merged with and into Salon Delaware, and Salon Delaware shall survive the merger ("Merger"), effective upon the date when this Merger Agreement is made effective in accordance with applicable law (the "Effective Date").
2. Governing Documents. The Certificate of Incorporation of Salon Delaware shall continue to be the Certificate of Incorporation of Salon Delaware as the surviving Corporation. Article FIRST of the Restated Certificate of Incorporation of Salon Delaware shall be amended to read as follows:

FIRST: The name of the Corporation is Salon.com.

The Bylaws of Salon Delaware, in effect on the Effective Date, shall continue to be the Bylaws of Salon Delaware as the surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Directors and Officers. The directors and officers of Salon California shall become the directors and officers of Salon Delaware upon the Effective Date and any committee of the Board of Directors of Salon California shall become the members of such committees for Salon Delaware.

4. Succession. On the Effective Date, Salon Delaware shall succeed to Salon California in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

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

6. Stock of Salon California.

a. Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each two (2) shares of Salon California Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Salon Delaware Common Stock.

b. Preferred Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each two (2) shares of each series of Salon California Preferred Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Salon Delaware Preferred Stock of an equivalent series.

c. Fractional Shares. No fractional shares which a Salon Delaware stockholder would otherwise be entitled to receive by reason of the exchange of Salon California stock for Salon Delaware stock shall be issued. In lieu of any fractional shares to which a holder would otherwise be entitled, Salon Delaware shall pay cash equal to such fraction multiplied by the fair market value of the Common Stock on the Effective Date as determined by the Board of Directors of Salon Delaware and for the Preferred Stock, such fraction multiplied by the Conversion Prices as defined in Article FOURTH, subparagraph 4(a) of this Certificate of Incorporation.

7. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of Salon California stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Salon Delaware stock into which the shares of Salon California stock represented by such certificates have been converted as herein provided. The registered owner on the books and records of Salon Delaware or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Salon Delaware or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Salon Delaware stock evidenced by such outstanding certificate as above provided.

8. Options and Warrants. Upon the Effective Date, each outstanding option, warrant or other right to purchase shares of Salon California stock, including those options granted under the 1995 Stock Option Plan (the "Option Plan") of Salon California, shall be converted into and become an option, warrant, or right to purchase the number of shares of Salon Delaware stock determined by dividing the number of shares of Salon California subject to the option, warrant or right to purchase by two (2), rounded down to the nearest whole number, at a price per share equal to the exercise price of the option, warrant or right to purchase Salon California stock multiplied by two (2), rounded up to the nearest whole cent, and upon the same terms and subject to the same conditions as set forth in the Option Plans and other agreements entered into by Salon California pertaining to such options, warrants, or rights. A number of shares of Salon Delaware stock shall be reserved for purposes of such options, warrants, and rights equal to the number of shares of Salon California stock so reserved as of the Effective Date divided by two (2). As of the Effective Date, Salon Delaware shall assume all obligations of Salon California under agreements pertaining to such options, warrants, and rights, including the Option Plans, and the outstanding options, warrants, or other rights, or portions thereof, granted pursuant thereto.

9. Other Employee Benefit Plans. As of the Effective Date, Salon Delaware hereby assumes all obligations of Salon California under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date.

10. Outstanding Common Stock of Salon Delaware. Forthwith upon the Effective Date, the One Hundred (100) shares of Salon Delaware Common Stock presently issued and outstanding in the name of Salon California shall be canceled and retired and resume the status of authorized and unissued shares of Salon Delaware Common Stock, and no shares of Salon Delaware Common Stock or other securities of Salon Delaware shall be issued in respect thereof.

11. Covenants of Salon Delaware. Salon Delaware covenants and agrees that it will, on or before the Effective Date:

a. Qualify to do business as a foreign corporation in the State of California, and in all other states in which Salon California is so qualified and in which the failure so to qualify would have a material adverse impact on the business or financial condition of Salon Delaware. In connection therewith, Salon Delaware shall irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code

and under applicable provisions of state law in other states in which qualification is required hereunder.

b. File any and all documents with the California Franchise Tax Board necessary to the assumption by Salon Delaware of all of the franchise tax liabilities of Salon California.


12. Amendment. At any time before or after approval and adoption by the stockholders of Salon California, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of Salon Delaware and Salon California to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement.

13. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Salon California or Salon Delaware or both, notwithstanding approval of this Merger Agreement by the sole stockholder of Salon Delaware and the shareholders of Salon California.


14. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the Board of Directors of Salon California and Salon Delaware, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

SALON INTERNET, INC. DELAWARE, a  
Delaware corporation

By:   
Michael O'Donnell, President

SALON INTERNET, INC., a California  
corporation

By:   
Michael O'Donnell, President

CERTIFICATE OF SECRETARY

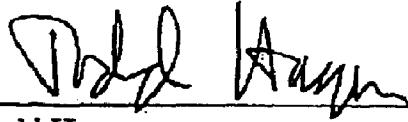
OF

SALON INTERNET, INC. DELAWARE

(a Delaware corporation)

I, Todd Hagen, the Secretary of Salon Internet, Inc. Delaware, a Delaware corporation (the "Corporation"), hereby certify that the Agreement and Plan of Merger to which this Certificate is attached was duly signed on behalf of the Corporation by its President and was duly approved and adopted by a unanimous vote of the outstanding stock entitled to vote thereon by written consent of the sole stockholder of the Corporation dated June 16, 1999.

Executed effective on the 17<sup>th</sup> day of June, 1999.



Todd Hagen

CERTIFICATE OF APPROVAL OF  
AGREEMENT AND PLAN OF MERGER OF  
SALON INTERNET, INC.  
(a California corporation)

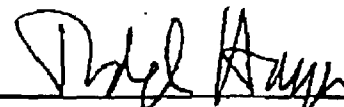
Michael O'Donnell and Todd Hagen certify that:

1. They are the duly elected and acting President and Secretary, respectively, of Salon Internet, Inc., a California corporation (the "Corporation").
2. This Certificate is attached to the Agreement and Plan of Merger dated as of June 17, 1999, providing for the merger of the Corporation with and into a Delaware corporation.
3. The Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") was approved by the Board of Directors of the Corporation at a meeting duly noticed and held on April 8, 1999.
4. The total number of outstanding shares of the Corporation entitled to vote on the merger was 1,771,406 shares of Common Stock, 5,000,000 shares of Series A Preferred Stock, 1,898,733 shares of Series B Preferred Stock, and 8,667,536 shares of Series C Preferred Stock.
5. The principal terms of the Merger Agreement were approved by an affirmative vote which exceeded the vote required, such vote being a majority of the total number of outstanding shares of Common Stock, and two-thirds of the outstanding shares of the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock voting together as a single class.

Dated: June 17, 1999.



\_\_\_\_\_  
Michael O'Donnell, President

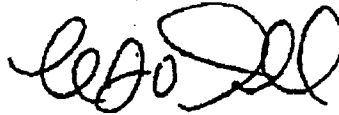


\_\_\_\_\_  
Todd Hagen, Secretary



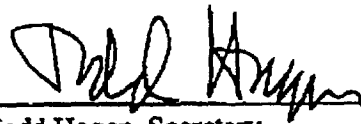
The undersigned, Michael O'Donnell and Todd Hagen, President and Secretary, respectively, of Salon Internet, Inc., a California corporation, declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of their own knowledge.

Executed at San Francisco, California, on June 17, 1999.



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Michael O'Donnell, President



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Todd Hagen, Secretary

SALON INTERNET, INC. DELAWARE

CERTIFICATE OF TOTAL ASSETS

In connection with the merger of Salon Internet, Inc., a California corporation and the disappearing corporation (the "Parent"), with and into its wholly-owned subsidiary Salon Internet, Inc. Delaware, a Delaware corporation and the surviving corporation (the "Corporation") (the "Merger"), and the desire of the Corporation to change its name to Salon.com in connection with the Merger, the Corporation hereby acknowledges that its total assets upon the effectiveness of the Merger, as defined in Section 503(i) of the Delaware General Corporation Law, are not less than ten million dollars. The Parent hereby acknowledges that its total assets prior to the effectiveness of the Merger, as defined in Section 503(i) of the Delaware General Corporation Law, are not less than ten million dollars. The Corporation and the Parent request that the Division of Corporations in the Department of State waive the requirement of Section 102(1) of the Delaware General Corporation Law pertaining to the name of the Corporation in connection with the filing with the Delaware Secretary of State of the Agreement and Plan of Merger by and between the Parent and the Corporation.

Dated: June 17, 1999

SALON INTERNET, INC. DELAWARE,  
a Delaware corporation

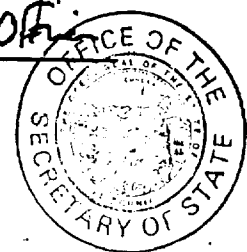
By: [Signature]

Its: Chief Executive Officer

SALON INTERNET, INC.,  
a California corporation

By: [Signature]

Its: Chief Executive Officer



Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "SALON INTERNET, INC. DELAWARE", FILED A CERTIFICATE OF AGREEMENT OF MERGER, CHANGING ITS NAME TO "SALON.COM", THE SEVENTEENTH DAY OF JUNE, A.D. 1999, AT 9:02 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



A handwritten signature in cursive script, reading "Edward J. Freel".

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Edward J. Freel, Secretary of State

3024702 8320

991247859

AUTHENTICATION: 9814857

DATE: 06-18-99

**TRADEMARK**  
**REEL: 001977 FRAME: 0121**



**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

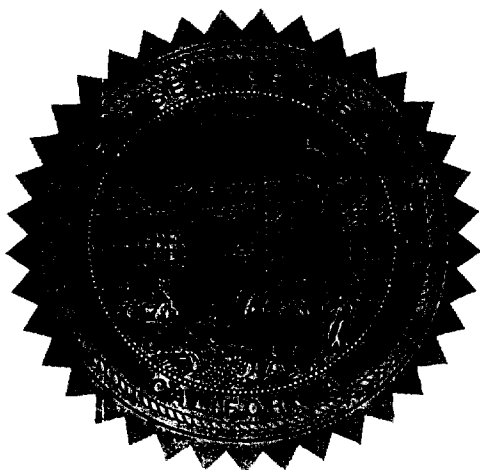
That the attached transcript of  1  page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 23 1999

*Bill Jones*

Secretary of State



D0598354

State of Delaware

Office of the Secretary of State

PAGE 1

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

JUN 22 1999

BILL JONES, 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 AGREEMENT OF MERGER, WHICH MERGES:

"SALON INTERNET, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "SALON INTERNET, INC. DELAWARE" UNDER THE NAME OF "SALON.COM", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF JUNE, A.D. 1999, AT 9:02 O'CLOCK A.M.

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



3024702 8100M

991245131

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 9811798

DATE: 06-17-99

RECORDED: 10/13/1999

TRADEMARK  
REEL: 001977 FRAME: 0123