

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

11-08-1999

-1999

tc/TM Mail Rcpt Dt. #61

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



**JRM COVER SHEET  
MARKS ONLY**

101194192

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

Change of Name

Other

Effective Date  
Month Day Year  
 /  /

11-01-99

**Conveying Party**

Mark if additional names of conveying parties attached.

Name  Execution Date  
Month Day Year

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  Association

Corporation  Association

Other

Citizenship / State of Incorporation / Organization

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 is attached. (Designation must be a separate document from Assignment.)

11/05/1999 NTHA11 00000306 75669782

FOR OFFICE USE ONLY

01 FC:481	40.00 OP
02 FC:482	75.00 OP
03 FC:998	5.00 OP

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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: 001986 FRAME: 0001

**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" value="75-669782"/>	<input type="text" value="75-6669783"/>	<input type="text"/>	<input type="text" value="2152004"/>	<input type="text" value="1950234"/>	<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:  
Deposit Account

Enclosed  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.

Clay Yauger  
Name of Person Signing

Clay Yauger  
Signature

10-27-99  
Date

**CERTIFICATE OF MERGER  
OF  
LOGISTICS MANAGEMENT INCORPORATED  
INTO  
3RE.COM, INC.**

Pursuant to Section 252 of the General Corporation Law of the State of Delaware, 3Re.com, Inc., a Delaware corporation, hereby certifies the following information relating to the merger of Logistics Management Incorporated with and into 3Re.com, Inc.:

FIRST: The name and jurisdiction of formation or organization of each of the constituent corporations that are to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Logistics Management Incorporated	Tennessee
3Re.com, Inc.	Delaware

SECOND: An agreement of merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is 3Re.com, Inc.

FOURTH: The Certificate of Incorporation of 3Re.com, Inc. shall be the Certificate of Incorporation of the surviving corporation.

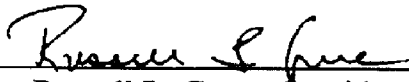
FIFTH: The executed Merger Agreement is on file at the principal place of business of 3Re.com, Inc., 6269 Shelby Drive, Memphis, Tennessee 38141.

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

SEVENTH: The authorized capital stock of Logistics Management Incorporated is: (i) 10,000,000 shares of Common Stock, \$.01 par value per share, (ii) 2,000,000 shares of Class A Preferred Stock, \$1.00 par value per share, (iii) 10,000,000 shares of Class B Preferred Stock, \$1.00 par value per share, and (iv) 10,000,000 shares of Class C Preferred Stock, \$1.00 par value per share.

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of the year and date first above written.

3Re.com, Inc., a Delaware corporation

By:   
Russell L. Grove, President

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 10/01/99  
REQUEST NUMBER: 3749-1336  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 10/01/99 1045  
EFFECTIVE DATE/TIME: 10/01/99 1045  
CONTROL NUMBER: 0377768

TO:  
LMI  
PO BOX 613258

MEMPHIS, TN 38101-3258

RE:  
3RE.COM, INC.  
ARTICLES OF MERGER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ARTICLES OF MERGER WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE AND IN THE COUNTY IN WHICH THE NEW OR SURVIVING CORPORATION SHALL HAVE ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF MERGER

ON DATE: 10/01/99

FROM:  
LOGISTICS MANAGEMENT, INC.  
P.O. BOX 1000  
DEPT 401  
MEMPHIS, TN 38148-0401

RECEIVED: FEES \$100.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00002555174  
ACCOUNT NUMBER: 00109600



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

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SECRETARY OF STATE  
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**ARTICLES OF MERGER  
OF  
LOGISTICS MANAGEMENT INCORPORATED  
INTO  
3RE.COM, INC.**

Pursuant to the provisions of §§ 48-21-102, 48-21-104 and 48-21-107 of the Tennessee Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purposes of merging into a single corporation:

1. The Plan of Merger is attached hereto as Exhibit "A" and incorporated by reference.

2. As to 3Re.com, Inc., approval by the shareholders of the Plan of Merger is not required under Chapter 21 of the Tennessee Business Corporations Act, and the Plan of Merger was adopted by the Board of Directors of 3Re.com, Inc. on June 15, 1999.

3. As to Logistics Management Incorporated, approval of the Plan of Merger by the shareholders is required under Chapter 21 of the Tennessee Business Corporations Act, and the Plan of Merger was approved by the affirmative vote of the required percentage of all of the votes entitled to be cast.

4. The Plan of Merger approved by the shareholders of Logistics Management Incorporated, and the performance of all of its terms, was duly authorized by all action required by the laws of the State of Tennessee and the charter of Logistics Management Incorporated.

5. The Plan of Merger adopted by the Board of Directors of 3Re.com, Inc., and the performance of all of its terms, was duly authorized by all action required by the laws of the State of Delaware and the certificate of incorporation of 3Re.com, Inc.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed the 30th day of Sept., 1999.

LOGISTICS MANAGEMENT  
INCORPORATION, a Tennessee  
corporation

By: Russell L. Grove  
Russell L. Grove, President

3RE.COM, INC., a Delaware corporation

By: Russell L. Grove  
Russell L. Grove, President

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**Exhibit "A"**

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**AGREEMENT AND PLAN OF MERGER  
BETWEEN**

SECRETARY OF STATE

**LOGISTICS MANAGEMENT INCORPORATED  
AND  
3RE.COM, INC.**

AGREEMENT AND PLAN OF MERGER, dated as of June 15, 1999 (this "Agreement"), between 3RE.COM,INC., a Delaware corporation (the "Delaware Corporation"), and LOGISTICS MANAGEMENT INCORPORATED, a Tennessee corporation (the "Tennessee Corporation").

**WITNESSETH:**

WHEREAS, the Delaware Corporation desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of the Tennessee Corporation by means of a merger of the Tennessee Corporation with and into the Delaware Corporation; and

WHEREAS, Section 8-252 of the General Corporation Law of the State of Delaware, 6 Del. C. § 8-101, *et seq.* (the "Delaware Act"), and §48-21-101 *et. seq.*, of the Tennessee Business Corporations Act (the "Tennessee Act"), authorize the merger of a Tennessee Corporation with and into a Delaware Corporation in a transaction qualifying as a reorganization within the meaning of Section 368 (a)(1)(F) of the Internal Revenue Code; and

WHEREAS, the Delaware Corporation and the Tennessee Corporation now desire to merge (the "Merger"), following which the Delaware Corporation shall be the surviving entity; and

WHEREAS, the Delaware Corporation's Certificate of Incorporation and By-laws permit, and resolutions adopted by the Delaware Corporation's Board of Directors authorize, the execution and delivery of this Agreement and the consummation of the Merger;

NOW, THEREFORE, the parties hereto hereby agree the terms and conditions of the Merger are as follows:

**ARTICLE I  
THE MERGER**

SECTION 1.01. *The Merger.* (a) At the Effective Time, as defined below, the Delaware Corporation, which shall be the surviving entity, shall merge with the

Tennessee Corporation and shall file a certificate of merger substantially in the form of Exhibit 1 hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger and shall file articles of merger substantially in the form of Exhibit 2 hereto (the "Articles of Merger") with the Secretary of State of the State of Tennessee and make all other filings or recordings required by Tennessee law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, the Tennessee Corporation shall be merged with and into the Delaware Corporation, whereupon the separate existence of the Tennessee Corporation shall cease, and the Delaware Corporation shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 8-252 of the Delaware Act and §48-21-109 of the Tennessee Act.

SECTION 1.02. *Treatment of Outstanding Stock, Options, and Warrants.* At the Effective Time:

(a) No shares of common stock, par value \$0.001 per share, of the Delaware Corporation were outstanding immediately prior to the Effective Time;

(b) Each share of common stock in the Tennessee Corporation outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value \$0.001 per share, of the Delaware Corporation;

(c) No shares of Class A preferred stock, par value \$1.00 per share were outstanding immediately prior to the Effective Time;

(d) Each share of Class B preferred stock, par value \$1.00 per share, in the Tennessee Corporation outstanding immediately prior to the Effective Time shall be converted into one share of Class B preferred stock, par value \$0.001 per share of the Delaware Corporation;

(e) Each share of Class C preferred stock, par value \$1.00 per share, in the Tennessee Corporation outstanding immediately prior to the Effective Time shall be converted into one share of Class C preferred stock, par value \$0.001 per share of the Delaware Corporation; and

(f) The securities issuable upon the exercise of warrants and/or stock options issued by the Tennessee Corporation prior to the Effective Time shall be shares of common stock, par value \$0.001 per share, of the Delaware Corporation at an exchange ratio of 1:1, subject to any adjustments for stock splits, reverse stock splits, stock dividends or the like made subsequent to the Effective Time.



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**ARTICLE II**  
**THE SURVIVING CORPORATION**

**SECTION 2.01. *Certificate and By-Laws.*** The Certificate of Incorporation and By-Laws of the Delaware Corporation in effect at the Effective Time shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation unless and until amended in accordance with its terms and applicable law. The name of the Surviving Corporation shall be 3Re.com, Inc.

**SECTION 2.02. *Address of Corporation.*** The business address of the Surviving Corporation as of the Effective Time shall be 6269 Shelby Drive, Memphis, Tennessee 38141.

**SECTION 2.03. *Board of Directors.*** The initial members of the Board of Directors of the Surviving Corporation are as follows:

Name of Director

Dr. John Shea, Chairman  
Russell L. Grove  
Richard J. Chalet

**SECTION 2.04.** The names and titles of the initial officers of the Surviving Corporation are as follows:

Name

Title

Russell L. Grove  
Donald K. Welter  
R. Clay Yauger

President/Chief Executive Officer  
Vice President  
Secretary/Treasurer

**ARTICLE III**  
**TRANSFER AND CONVEYANCE OF ASSETS**  
**AND ASSUMPTION OF LIABILITIES**

**SECTION 3.01. *Transfer, Conveyance and Assumption.*** At the Effective Time, the Delaware Corporation shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Tennessee Corporation, and all of the assets and property of whatever kind and character of the Tennessee Corporation shall vest in the Delaware Corporation without further act or deed; thereafter, the Delaware Corporation, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the Tennessee Corporation and any claim or judgment

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against the Tennessee Corporation may be enforced against the Delaware Corporation, as the Surviving Corporation, in accordance with Section 8-252 of the Delaware Act and §48-21-109 of the Tennessee Act.

SECTION 3.02. *Further Assurances.* If at any time the Delaware Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the Tennessee Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Tennessee Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances to do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation and otherwise to carry out the provisions hereof.

SECTION 3.03. *Dissenter's Rights.* The holders of capital stock of the Tennessee Corporation which did not approve the Agreement and Plan of Merger pursuant to that certain Written Action of Shareholders are entitled to dissenter's rights pursuant to Title 48, Chapter 23 of the Tennessee Act. No holder of capital stock of the Delaware Corporation is entitled to any dissenter's rights or any amounts under Section 8-262 of the Delaware Statutes.

**ARTICLE IV  
TERMINATION**

SECTION 4.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of a majority of holders of common stock in the Tennessee Corporation and the Board of Directors of the Delaware Corporation;
- (ii) by either a majority of holders of common stock in the Tennessee Corporation, or the Board of Directors of the Delaware Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware Corporation or the Tennessee Corporation from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

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 either party hereto.

**ARTICLE V  
MISCELLANEOUS**

SECTION 5.01. *President Authorization.* The President of the Surviving Corporation shall be authorized, at such time in its sole discretion as it deems appropriate to

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execute, acknowledge, verify, deliver, file and record, for and in the name of the Delaware Corporation and, to the extent necessary, the shareholders of the Tennessee Corporation and the stockholders of the Delaware Corporation, and any and all documents and instrument including, without limitation, the Articles of Incorporation and By-Laws of the Surviving Corporation, the Certificate of Merger and the Articles of Merger, and shall do and perform any and all acts required by applicable law which the President of the Surviving Corporation deems necessary or advisable, in order to effectuate the Merger.

SECTION 5.02. *Amendments; No Waivers.* (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by a majority of holders of common stock of the Tennessee Corporation, on behalf of the Tennessee Corporation, and by the Board of Directors of the Delaware Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or 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 5.03. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 5.04. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

SECTION 5.05. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

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RUSSELL GROVE  
SECRETARY OF STATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed by their respective authorized representatives as of the day and year first-  
above written.

**3RE.COM. INC**, a Delaware corporation

By: Russell L. Grove  
Russell L. Grove, President

**LOGISTICS MANAGEMENT  
INCORPORATED**, a Tennessee  
corporation

By: Russell L. Grove  
Russell L. Grove, President