

PO80000001346

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

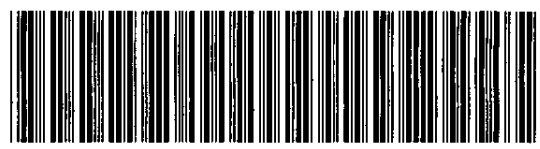
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000139224140

12/29/08--01041--017 **78.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 DEC 29 AM 8:04

merger/cc
@ 1/2/08

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HELPFUL TECHNOLOGIES, INC.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

COMPLIANCE MANAGER
(Contact Person)

HELPFUL TECHNOLOGIES, INC.
(Firm/Company)

550 WEST CYPRESS CREEK ROAD 410
(Address)

FORT LAUDERDALE, FL 33309
(City/State and Zip Code)

For further information concerning this matter, please call:

SERGEY GURIN At (954) 663-1768
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
HELPFUL TECHNOLOGIES, INC.	FLORIDA	P08000001346

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
WISH HINT COMPANY	FLORIDA	P05000122717

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 DEC 29 AM 8:04

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____ / ____ / ____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on February 16, 2008.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on February 16, 2008.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

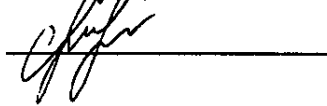
Typed or Printed Name of Individual & Title

HELPFUL TECHNOLOGIES, INC



SERGEY GURIN, COO, Controlling Shareholder

WISH HINT COMPANY



IVAN ONUCHIN, CTO, Controlling Shareholder

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
HELPFUL TECHNOLOGIES, INC.	FLORIDA

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
WISH HINT COMPANY	FLORIDA
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

PLEASE SEE AGREEMENT OF MERGER AND PLAN OF REORGANIZATION ENCLOSED.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

PLEASE SEE AGREEMENT OF MERGER AND PLAN OF REORGANIZATION ENCLOSED.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

PLEASE SEE AGREEMENT OF MERGER AND PLAN OF REORGANIZATION ENCLOSED.

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Agreement") is entered into effect on February 16, 2008 (the "Effective Date") by and among controlling shareholders of Wish-Hint Company

1. Wish Hint Company, a Florida Corporation, hereby individually referred as "Ceasing Company" (Document Number P05000122717); and
2. Mr. Sergey V Gurin, a Florida resident (Florida ID: G650-796-69-300-0) hereby individually referred as "Shareholder 1";
3. Mr. Viatcheslav Reshetnyak, a Florida resident (Florida ID: R235-860-81-465-0) hereby individually referred as "Shareholder 2";
4. Mr. Ivan Onuchin, a Florida resident (Florida ID: O525-407-76-043-0) hereby individually referred as "Shareholder 3";
5. Mr. Oleg Galkin, a Florida resident (Florida ID: G425-640-68-409-0) hereby individually referred as "Shareholder 4";

collectively the "Controlling Shareholders",

and the controlling shareholders of LinkTrigger, Inc. a Florida corporation (Registered number P08000001346) hereby individually referred as "Surviving Corporation", collectively all six (6) entities referred as the "Parties".

W I T N E S S E T H:

WHEREAS, the Controlling Shareholders comprise the investors and holders of majority of the outstanding voting shares of Ceasing Company;

WHEREAS, the Ceasing Company has an authorized capitalization consisting of one hundred (100,000,000) shares of Common Stock (the "Ceasing Shares");

WHEREAS, the Surviving Corporation has an authorized capitalization consisting of 825,433,458 shares: 156,906,673 shares of preferred stock ("Preferred Stock") and 668,526,785 shares of common stock ("Common Stock") both with par value of \$0.0001 (Collectively referred as the "Stock");

WHEREAS, the Controlling Shareholders and the Board of Directors of the Ceasing Company have determined that it is advisable that the Ceasing Company be merged into the Surviving Corporation on the terms and conditions hereinafter set forth; and

WHEREAS, the Parties intend that this Agreement of Merger and Plan of Reorganization shall qualify as Reorganization under Section 368(a)(1) of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, it is agreed that, in accordance with the applicable statutes of the State of Florida, the Ceasing Companies shall be at the effective date of the merger merged with and into Surviving Corporation, which shall be the surviving corporation, and that the terms and conditions of such merger and the mode of carrying it into effect shall be as follows:

**ARTICLE I.
MERGER OF CEASING COMPANIES AND SURVIVING CORPORATION**

- a) At the effective date of the merger, the Ceasing Company shall be merged with and into the Surviving Corporation, the separate existence of the Ceasing

Company shall cease and the Surviving Corporation shall continue in existence as the surviving corporation, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities and franchises, as well of a public as of a private nature, of the Ceasing Company; and all property, real, personal and mixed, and all debts and receivables due on whatever account, including subscriptions to shares, and all other obligations, and all and every other interest, of or belonging to or due to the Ceasing Company, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed, as provided by the Florida Corporation Laws.

- b) If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers and directors of the Ceasing Company as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

ARTICLE II.

ARTICLES OF INCORPORATION, GOVERNING LAW AND REGISTERED ADDRESS

- a) From and after the effective date of the merger and until thereafter amended as provided by law, the Articles of Incorporation and Bylaws of the Surviving Corporation shall continue to be its Articles of Incorporation and Bylaws, until altered or amended.
- b) The Surviving Corporation shall be governed under the laws of the State of Florida.
- c) The address of the principal office of the Surviving Corporation in the State of Florida shall be the registered address of the Surviving Corporation.

ARTICLE III.

CONVERSION OF CAPITAL STOCK

- a) At the effective date of the merger, the treasury stock of the Ceasing Companies (if any) shall forthwith cease to exist and be canceled.
- b) At the Effective Date of the merger, in exchange to the capital contributions into the Ceasing Company, and in conversion of and in exchange for the outstanding stock of the Ceasing Company, the holders of the Ceasing Company's outstanding shares shall be delivered the shares of the Surviving Corporation in accordance with the following:
- (1) in conversion of and in exchange for all stock holdings in the Ceasing Company, Shareholder 1 shall be issued Stock Warrant to purchase one hundred twenty five million (125,000,000) shares of Senior Common Stock of the Surviving Corporation priced at par value of \$0.0001 per share;
 - (2) in conversion of and in exchange for all stock holdings in the Ceasing Company, Shareholder 2 shall be issued Stock Warrant to purchase one hundred twenty five million (125,000,000) shares of Senior Common Stock of the Surviving Corporation priced at par value of \$0.0001 per share;
 - (3) in conversion of and in exchange for all stock holdings in the Ceasing Company, Shareholder 3 shall be issued Stock Warrant to

purchase one hundred twenty five million (125,000,000) shares of Senior Common Stock of the Surviving Corporation priced at par value of \$0.0001 per share;

- (4) in conversion of and in exchange for all stock holdings in the Ceasing Company, Shareholder 4 shall be issued one million six hundred fifty thousand (1,650,000) shares of Common Stock of the Surviving Corporation. No additional payment shall be due from Shareholder 4;
- (5) in conversion of and in exchange for all stock holdings in the Ceasing Company, Mr. John Chalmers shall be issued Stock Warrant to purchase forty thousand (40,000) shares of Senior Common Stock of the Surviving Corporation priced at par value of \$0.0001 per share;
- (6) in conversion of and in exchange for all stock holdings in the Ceasing Company, Ms. Tatyana Gurina shall be issued Stock Warrant to purchase forty thousand (40,000) shares of Senior Common Stock of the Surviving Corporation priced at par value of \$0.0001 per share;
- (7) in conversion of and in exchange for all stock holdings in the Ceasing Company, Mr. Victor Cheverda shall be issued Stock Warrant to purchase two hundred eight thousand (208,000) shares of Senior Common Stock of the Surviving Corporation priced at \$0.001 per share;
- (8) in consideration of and in exchange for other intellectual properties produced for the Ceasing Company, Ms. Tatyana Gurina shall be issued the additional Stock Warrant to purchase one million one hundred eighty seven thousand four hundred (1,187,400) shares of Senior Common Stock of the Surviving Corporation priced at par value of \$0.0001 per share;

- c) At the effective date of the merger, the capital stock of the Ceasing Company shall forthwith cease to exist and be canceled, except for the rights set forth below and except as provided by law in respect of shares as to which the holders may exercise appraisal rights.
- d) Each holder of a certificate or certificates representing the outstanding shares of the Ceasing Company immediately upon the merger shall be entitled to receive the certificates representing the shares of the Surviving Corporation to which such holder shall be entitled in accordance with Article III(b) upon the aforesaid basis of exchange.
- e) Each outstanding certificate which prior to the merger represented the outstanding shares of the Ceasing Company shall be deemed, for all purposes, to evidence ownership of the number of the LLC Interests of the Ceasing Company and be no longer valid.
- f) Each share of the capital stock of the Surviving Corporation outstanding immediately prior to merger shall continue to be outstanding and shall be one share of capital stock of the Surviving Corporation.
- a) The Surviving Corporation hereby acknowledges that the Controlling Shareholders of the Ceasing Company make no representation or warranties, either express or implied, with respect to the Intellectual Property, and that the Intellectual

Property is being received in "as is" conditions which is satisfactory to the Surviving Corporation.

- b) The Ceasing Company and the Controlling Shareholders grant to Surviving Corporation the perpetual, royalty-free, exclusive license (the "License") to use all products, copyrights, know-how, techniques, ideas, source codes, processes, derivative works, and similar intellectual property that
- (i) was created and developed by the Controlling Shareholders prior to the Effective Date;
 - (ii) was created, produced and developed by the Ceasing Company prior to the Effective Date; and
 - (iii) relates to the business of the Surviving Corporation,
- c) Commencing from the Effective Date the Surviving Corporation may sublicense the Intellectual Property in connection with the operation of its business and/or for the independent use of any third party.
- d) Commencing from the Effective Date the Surviving Corporation may assign the License in connection with any merger, reorganization or sale of its business to whichever entity, provided that the Amount Due is
- (i) Paid in full; or
 - (ii) Transferred to the successor party in connection with the merger, reorganization, or sale of business of the Surviving Corporation.
- e) No waiver shall be deemed to have been made by any party of any of its rights in connection to transfer of rights under Article IV(a) unless the same is in writing and is signed on its behalf by the signatory Parties.
- f) The Parties acknowledge that this Agreement is an "Executory Contract" as provided in Section 365(n) of Title 11, United States Code (the "U.S. Bankruptcy Code") and may contain licenses to "intellectual property," as provided in Section 365(n) thereof.

Each party acknowledges that if it as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code rejects this Agreement, the other party may elect to retain its rights under this Agreement as provided in Section 365(n) of the U.S. Bankruptcy Code to the fullest extent permitted by law, subject to all of such party's obligations and restrictions hereunder.

Upon written request of one party to the other party or to an applicable bankruptcy trustee, the other party or such bankruptcy trustee shall not interfere with the rights of the requesting party as provided in this Agreement, except as otherwise provided by law or equity.

- g) The transfer of rights under Article IV(a) and payment of the Amount Due may not be terminated, unless the Surviving Corporation files for bankruptcy and no party elects to retain its rights under this Agreement as provided in Section 365(n) of the U.S. Bankruptcy Code.

**ARTICLE V.
BYLAWS OF THE SURVIVING CORPORATION**

- a) When the merger becomes effective, the Bylaws of the Surviving Corporation shall be in effect and become the Bylaws of the Surviving Corporation.

**ARTICLE VI.
BOARD OF DIRECTORS OF THE SURVIVING CORPORATION**

- a) Pursuant to this Agreement, when the merger becomes effective the Board of Directors of the Surviving Corporation shall appoint one director representing the shareholders.
- b) Pursuant to Florida Corporate Act and as provided in the Bylaws of the Surviving Corporation, when the merger becomes effective the Board of Directors of the Surviving Corporation shall appoint or reaffirm the following members of the Board of Directors to serve until their respective successors are appointed:
 - 1. GURIN, Sergey - Chairman of the Board
 - 2. ONUCHIN, Ivan - Board Member, Treasurer
 - 3. RESHENTYAK, Viatcheslav - Board Member,
 - 4. WEDZIUK, Dariusz - Board Member,
 - 5. WOODS, Garfield - Board Member.

**ARTICLE VII.
SHAREHOLDERS, BOARD APPROVAL, AND EFFECTIVE DATE**

- a) Pursuant to Florida Corporations Laws, this Agreement has been approved by a majority of the holders of outstanding voting shares of the Ceasing Company and by the Board of Directors of the Surviving Corporation.
- b) As may be required, respectively, by the laws of the State of Florida, if this Plan and Agreement of Merger is not abandoned pursuant to the provisions of this Agreement, the Articles of Merger containing this Agreement shall be executed, verified and delivered to the Office of the Secretary of State Florida.
- c) The merger shall become effective (the "effective date") at such time as the Secretary of State of Florida receives the Articles of Merger filed with this Agreement.

**ARTICLE VIII.
ABANDONMENT**

- a) This Agreement may be abandoned at any time before the Effective Date of the merger, by action of either of the Boards of Directors of the Ceasing Company or the Surviving Corporation.
- b) In the event of abandonment of this Agreement, the written notice shall forthwith be given to all Parties. Such written notice shall be mailed out by the abandoning party and postmarked not later than ten (10) business days prior to abandonment.

**ARTICLE IX.
MODIFICATION AND WAIVER**

- a) The Ceasing Company and the Surviving Corporation, by mutual consent of their respective Boards of Directors, may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after action thereon by the Controlling Shareholders of the Ceasing Company or by the Board of Directors of the Surviving Corporation or both; provided, however, that no such amendment, modification or supplement shall affect the rights of the shareholders of the Ceasing Company or the Surviving Corporation in a manner which is materially adverse to such shareholders in the judgment of the respective Board of Directors.

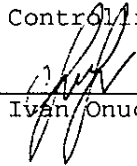
b) Either the Ceasing Company or the Surviving Corporation may, pursuant to action by its Board of Directors, by an instrument in writing, extend the time for or waive the performance of any of the obligations of the other or waive compliance by the other with any of the covenants or conditions contained in this Agreement, provided, however, that no such waiver or extension shall affect the rights of the shareholders of the Parties in a manner which is materially adverse to such shareholders in the judgment of the Board of Directors so acting.

**ARTICLE X.
COUNTERPARTS**

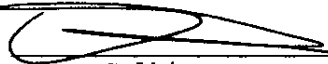
a) This Agreement is executed in five original counterparts, each of which when so executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Ceasing Company, the Controlling Shareholders, and the Surviving Corporation, each pursuant to the approval and authority duly given by resolutions adopted by its Board of Directors, have each caused this Plan and Agreement of Merger to be executed by its officers thereunto duly authorized.

Controlling Shareholders of Ceasing Company


Ivan Onuchin


Sergey Gurin


Oleg Galkin


Slava Reshetnyak

Surviving Corporation


Sergey Gurin


Ivan Onuchin


Slava Reshetnyak