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MERGER OR SHARE EXCHANGE

Medmark Services, Inc.

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08/14/08

Merger

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ARTICLES OF MERGER

MERGING

MEDMARK SERVICES, INC.
(a Florida corporation) ("MSI")

with and into

MEDMARK SERVICES, INC.
(a Delaware corporation) ("Survivor")

Pursuant to Section 607.1105 of the Florida Statutes, MedMark Services, Inc., a Delaware corporation, hereby submits these Articles of Merger:

- FIRST: The Agreement and Plan of Merger is attached hereto as Exhibit A.
- SECOND: The Agreement and Plan of Merger was adopted by the shareholders of MSI on June 5, 2008 by written consent in accordance with Section 607.0704 of the Florida Statutes. The board of directors of Survivor adopted the Agreement and Plan of Merger on June 5, 2008. The approval of the stockholders of Survivor is not required under Delaware law as no capital stock of Survivor was issued and outstanding prior to the merger.
- THIRD: The effective date of the merger shall be on the date of filing these Articles of Merger with the Department of State of the State of Florida.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, each of the undersigned have caused these Articles of Merger to be executed by an authorized officer on August 14, 2008.

MedMark Services, Inc. ("Survivor")

By: 

Name: David K. White

Title: President

MedMark Services, Inc. ("MSP")

By: 

Name: David K. White

Title: President

EXHIBIT A

Agreement and Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of June 5, 2008, 2008, is entered into by and between MedMark Services, Inc., a Delaware corporation ("Survivor") and MedMark Services, Inc., a Florida corporation ("MSI"). Survivor is herein sometimes referred to as the "Surviving Corporation" and Survivor and MSI are herein sometimes referred to as the "Constituent Corporations".

WHEREAS, MSI desires to merge with and into Survivor and Survivor desires to have MSI merge with and into it, upon the terms, and subject to the conditions herein set forth, in accordance with the laws of the State of Delaware and the State of Florida;

WHEREAS, the terms and conditions of such merger (herein called the "Merger"), the mode of carrying the same into effect and such other facts, details, or provisions as may be required or permitted to be stated in this Agreement are set forth below;

WHEREAS, the Boards of Directors of Survivor and MSI deem the Merger desirable and in the best interests of their respective corporations and have adopted resolutions approving this Agreement; and

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the parties have agreed, and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER AND EFFECTIVE TIME

Section 1.1 Merger. At the Effective Time, as defined in Section 1.2 hereof, the separate existence of MSI shall cease, and MSI shall be merged with and into Survivor. The Merger shall have the effects as set forth in this Agreement, Section 259 of the General Corporation Law of the State of Delaware and Section 607.1106 of the Florida Statutes. If at any time the Surviving Corporation shall consider or be advised that any further action is necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, title to any property or any rights of MSI or to carry out the purposes of this Agreement, the last acting officers and directors of MSI to the extent such persons are available, or the corresponding officers and directors of the Surviving Corporation, as the case may be, shall take such action.

Section 1.2 Effective Time. Survivor and MSI shall cause a Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware (the "Delaware Certificate") and Articles of Merger to be executed and filed with the Secretary of State of the State of Florida (the "Florida Certificate"). The Merger shall become effective upon the later of the filing of the Delaware Certificate and the filing of the Florida Certificate (the "Effective Time").

II. CERTIFICATE OF INCORPORATION; BYLAWS; BOARD OF DIRECTORS; OFFICERS.

Section 2.1 Certificate of Incorporation. From and after the Effective Time, the certificate of incorporation of Survivor in effect immediately prior to the Effective Time shall be

the certificate of incorporation of the Surviving Corporation, until amended in accordance with applicable law.

Section 2.2 Bylaws. From and after the Effective Time, the Bylaws of Survivor in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with law, the Certificate of Incorporation of Survivor, or said Bylaws.

Section 2.3 Directors. Effective as of the Effective Time, the Board of Directors of Survivor shall, in accordance with its Bylaws, increase the number of directors of Survivor from one director to five directors. From and after the Effective Time, the following individuals shall serve as directors of Survivor, as the Surviving Corporation, each to serve until his respective successor shall have been duly elected and qualified:

Jeff Collinson
Tim Howe
David Steffy
David K. White
Sam Wilcoxon

Section 2.4 Officers. From and after the Effective Time, the following individuals shall be the officers of Survivor, as the Surviving Corporation, each to serve until his respective successor shall have been duly elected and qualified:

David K. White	President and Secretary
Michael G. Wallace	Chief Financial Officer and Treasurer

III. CONVERSION AND CANCELLATION OF SHARES.

Section 3.1 Conversion of MSI's Outstanding Capital Stock. Subject to the terms and conditions of this Agreement, on the Effective Time, by virtue of the Merger and without any action on the part of Survivor, MSI or any holder of any class or series of capital stock of MSI the following shall occur:

(a) Common Stock. Each share of the MSI Common Stock which is issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive .00000025 shares of Survivor Common Stock (a 4,000,000 to 1 exchange ratio). No certificates or scrip representing fractional shares of Survivor Common Stock shall be issued in connection with the Merger, and such fractional interests will not entitle the owner thereof to any rights as a stockholder of the Surviving Corporation. In lieu of a fractional interest in a share of Survivor Common Stock, each holder of a share or shares of MSI Common Stock that would otherwise be entitled to receive a fraction of a share of Survivor Common Stock shall receive cash (without interest) in an amount equal to the product of such fractional interest multiplied by \$1.00.

(b) Series A Redeemable Convertible Preferred Stock. Each share of MSI Series A Redeemable Convertible Preferred Stock which is issued and outstanding

immediately prior to the Effective Time, excluding any shares that constitute issued or issuable share dividends on the Series A Redeemable Convertible Preferred Stock, shall be converted into and represent the right to receive that number of shares of Survivor Series A Preferred Stock equal to \$.966 divided by \$1.00. Certificates representing fractional shares of Survivor Series A Preferred Stock resulting from such conversion shall be issued in connection with the Merger and a cash payment shall not be paid in lieu of any such fractional share.

(c) Series B Redeemable Convertible Preferred Stock. Each share of MSI Series B Redeemable Convertible Preferred Stock which is issued and outstanding immediately prior to the Effective Time, excluding any shares that constitute issued or issuable share dividends on the Series B Redeemable Convertible Preferred Stock, shall be converted into and represent the right to receive that number of shares of Survivor Series A Preferred Stock equal to \$.15 divided by \$1.00. Certificates representing fractional shares of Survivor Series A Preferred Stock resulting from such conversion shall be issued in connection with the Merger and a cash payment shall not be paid in lieu of any such fractional share.

(d) Series C Redeemable Convertible Preferred Stock. Each share of MSI Series C Redeemable Convertible Preferred Stock which is issued and outstanding immediately prior to the Effective Time, excluding any shares that constitute issued or issuable share dividends on the Series C Redeemable Convertible Preferred Stock, shall be converted into and represent the right to receive that number of shares of Survivor Series A Preferred Stock equal to \$.15 divided by \$1.00. Certificates representing fractional shares of Survivor Series A Preferred Stock resulting from such conversion shall be issued in connection with the Merger and a cash payment shall not be paid in lieu of any such fractional share.

(e) Series D Redeemable Convertible Preferred Stock. Each share of MSI Series D Redeemable Convertible Preferred Stock which is issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive that number of shares of Survivor Series A Preferred Stock equal to \$.15 divided by \$1.00. Certificates representing fractional shares of Survivor Series A Preferred Stock resulting from such conversion shall be issued in connection with the Merger and a cash payment shall not be paid in lieu of any such fractional share.

(f) Series D Redeemable Preferred Stock. Each share of MSI Series D Redeemable Stock which is issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive that number of shares of Survivor Series A Preferred Stock equal to \$.15 divided by \$1.00. Certificates representing fractional shares of Survivor Series A Preferred Stock resulting from such conversion shall be issued in connection with the Merger and a cash payment shall not be paid in lieu of any such fractional share.

Section 3.2 Share Dividends on Preferred Stock. All shares of MSI Series A Redeemable Convertible Preferred Stock, MSI Series B Redeemable Convertible Preferred Stock and MSI Series C Redeemable Convertible Preferred Stock that are issued or issuable as share

dividends on any series of preferred stock of MSI will not be exchanged in the merger pursuant to Section 3.1, but instead will be cancelled and retired without payment of any consideration therefor.

Section 3.3 Treasury Stock. Subject to the terms and conditions of this Agreement, on the Effective Time, by virtue of the Merger and without any actions on the part of Survivor, MSI or any holder of any class or series of capital stock of MSI, each share of MSI Common Stock, MSI Series A Redeemable Convertible Preferred Stock, MSI Series A Redeemable Stock, MSI Series B Redeemable Convertible Preferred Stock, MSI Series B Redeemable Stock, MSI Series C Redeemable Convertible Preferred Stock, MSI Series C Redeemable Stock, MSI Series D Redeemable Convertible Preferred Stock and MSI Series D Redeemable Stock (collectively "MSI Stock"), if any, held in MSI's treasury immediately prior to the Effective Time shall be canceled and retired without payment of any consideration therefor.

Section 3.4 Procedure for Conversion of MSI's Outstanding Capital Stock. Promptly following the Effective Time (but in no event later than five (5) Business Days following the Effective Time), the Surviving Corporation shall mail to each holder of record of a certificate or certificates (the "Certificates") which immediately prior to the Effective Time represented outstanding shares of MSI Stock (i) a letter of transmittal in customary form (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Surviving Corporation) and (ii) instructions for use in effecting the surrender of the Certificates. Upon surrender of a Certificate for cancellation to the Surviving Corporation together with such letter of transmittal, properly completed and duly executed, and such other documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefor the consideration under Section 3.1 hereof that such holder has the right to receive in respect of the shares of MSI Stock formerly represented by such Certificate (the "Merger Consideration"), and the Certificate so surrendered shall forthwith be canceled..

Section 3.5 No Further Rights. From and after the Effective Time, holders of Certificates shall cease to have any rights as stockholders of the Company, except as provided herein or by law.

Section 3.6 Closing of the MSI's Transfer Books. At the Effective Time, the stock transfer books of the MSI shall be closed and no transfer of the MSI Stock shall thereafter be made. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for the Merger Consideration, as provided in this Article III.

Section 3.7 Assumption of Warrants. The Surviving Corporation will assume the rights and obligations of MSI under each of the outstanding warrants previously granted by MSI that are outstanding immediately prior to the Effective Time (each such warrant existing immediately prior to the Effective Time being hereinafter called "Existing Warrant" and each such assumed warrant existing immediately after the Effective Time being hereinafter called an "Assumed Warrant"). The terms of such assumption shall be as follows:

- (i) Under the Assumed Warrant, the holder shall have the right to purchase the number and class of shares of Survivor Stock or, if applicable, the cash payment in

lieu of a fractional share of Survivor Common Stock which the holder would have received in the Merger in exchange for the MSI Shares subject to the Existing Warrant, assuming the exercise of the Existing Warrant prior to the Effective Time; and

(ii) The Assumed Warrant shall not give the holder thereof additional benefits which he did not have under the Existing Warrant.

IV. CONDITION TO MERGER

The obligations of each party to consummate the Merger by filing the Certificate of Merger required under Section 1.2 hereof shall be subject to the satisfaction, or waiver, at or prior to the Closing of the following conditions:

(a) MSI shareholders shall have approved this Agreement as required pursuant to the Florida Statutes; and

(b) No holder of MSI Series A Redeemable Convertible Preferred Stock, MSI Series A Redeemable Stock, MSI Series B Redeemable Convertible Preferred Stock, MSI Series B Redeemable Stock, MSI Series C Redeemable Convertible Preferred Stock, MSI Series C Redeemable Stock, MSI Series D Redeemable Convertible Preferred Stock or MSI Series D Redeemable Stock (collectively "Preferred Stock") shall have elected to exercise statutory appraisal rights pursuant to Sections 607.1301 through 607.1333 of the Florida Statutes with respect to such holder's shares of Preferred Stock.

V. TERMINATION.

Section 5.1 Termination. Notwithstanding the foregoing, this Agreement may be terminated or amended by either party at any time prior to the Effective Time.

VI. MISCELLANEOUS

Section 6.1 Binding Effect of Agreement. Nothing in this Agreement, express or implied, is intended to confer on any party, other than the parties hereto and their respective permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no person who is not a party to this Agreement may rely on the terms hereof except as otherwise set out herein. This Agreement (a) constitutes the entire agreement between the parties relating to the subject matter hereof and (b) supersedes all previous understandings and agreements between the parties relating to the subject matter hereof, both oral and written. The terms and conditions of this Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

Section 6.2 Assignment. No party to this Agreement may assign its rights or delegate its obligations hereunder without the prior written consent of the other party. Any such attempted assignment will be void ab initio. Subject to the preceding sentences, this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

Section 6.3 Amendment of Agreement. This Agreement may be amended or modified only by written instrument duly executed by all of the parties hereto.

Section 6.4 Applicable Law. This Agreement is made pursuant to, will be construed under, will be enforced by and will be conclusively deemed for all purposes to have been executed and delivered exclusively under the laws of the State of Delaware without reference to conflicts of laws.

Section 6.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will constitute one instrument.

Section 6.6 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

Section 6.7 Waiver. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and executed by all the parties hereto. Any waiver by any party hereto of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

Section 6.8 Further Assurances. The parties agree to take further actions and execute and deliver other documents, certificates, agreements and other instruments as may be reasonably necessary or desirable to implement the transactions contemplated by this Agreement.

Section 6.9 Section Headings. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.10 Gender and Number of Words. When the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the number of all words includes the singular and the plural.


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IN WITNESS WHEREOF, each of the corporations named below has caused this Agreement to be signed in its corporate name by its duly authorized officer as of the date first above written.

MEDMARK SERVICES, INC. ("Survivor")

By: 
Name: David K. White
Title: President

MEDMARK SERVICES, INC. ("MSI")

By: 
Name: David K. White
Title: President

CERTIFICATE OF MERGER

MERGING

MEDMARK SERVICES, INC.
(a Florida corporation)

with and into

MEDMARK SERVICES, INC.
(a Delaware corporation)

Pursuant to Section 252 of the General Corporation Law of the State of Delaware (the "DGCL"), MedMark Services, Inc., a Delaware corporation, does hereby certify that:

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

<u>Name</u>	<u>State of Incorporation</u>
MedMark Services, Inc.	Delaware
MedMark Services, Inc.	Florida

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252 of the DGCL.

THIRD: The name of the surviving corporation of the merger is MedMark Services, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of MedMark Services, Inc. shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at an office of the surviving corporation at 401 E. Corporate Drive, Suite 220, Lewisville, TX 75057.

SIXTH: 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 on the date of filing this Certificate of Merger with the Secretary of State of the State of Delaware.

EIGHTH: The authorized capital stock, and par value thereof, of the non-Delaware corporation consists of the following:

<u>Class of Capital Stock (shares authorized)</u>	<u>Par Value</u>
Common Stock (194,000,000 shares authorized)	no par value
Series A Redeemable Convertible Preferred Stock (20,000,000 shares authorized)	no par value
Series A Redeemable Stock (20,000,000 shares authorized)	no par value
Series B Redeemable Convertible Preferred Stock (50,000,000 shares authorized)	no par value
Series B Redeemable Stock (50,000,000 shares authorized)	no par value
Series C Redeemable Convertible Preferred Stock (35,000,000 shares authorized)	no par value
Series C Redeemable Stock (35,000,000 shares authorized)	no par value
Series D Redeemable Convertible Preferred Stock (49,000,000 shares authorized)	no par value
Series D Redeemable Stock (49,000,000 shares authorized)	no par value
Undesignated Preferred Stock (50,000,000 shares authorized)	no par value

IN WITNESS WHEREOF, MedMark Services, Inc., the surviving corporation, has caused this Certificate of Merger to be executed by an authorized officer on August 14, 2008.

MedMark Services, Inc.

By: 
Name: David K. White
Title: President