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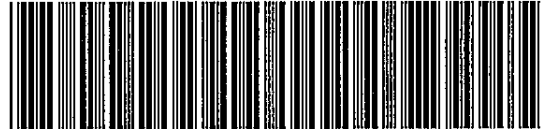
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ACCOUNT FILING COVER SHEET

ACCOUNT NUMBER: FCA00000000005

REFERENCE: 4034672-1
(Sub Account)

DATE: 7-30-03

REQUESTOR NAME: Lexis Document Services/CSC

ADDRESS:

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CONTACT NAME:

CORPORATION NAME: Trialgraphix-Merger Sub, Inc. (with info)
Trialgraphix-Miami, Inc.

DOCUMENT NUMBER:
(if applicable)

AUTHORIZATION:

Cynthia J. Woodyard

- ☒ CERTIFIED COPY (1-9)
☐ CERTIFICATE OF STATUS (1-9)
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ARTICLES OF MERGER
of
TRIALGRAPHIX-MERGER SUB, INC.
with and into
TRIALGRAPHIX-MIAMI, INC.

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Pursuant to the provisions of Sections 607.1104 and 607.1105 of the Florida Business Corporation Act (the "Act"), these Articles of Merger provide that:

1. TrialGraphix-Merger Sub, Inc., a Florida corporation ("TG Merger Sub"), shall be merged with and into TrialGraphix-Miami, Inc., a Florida corporation ("TG Miami" or "Surviving Corporation"), which shall be the surviving corporation in the merger.


2. The Agreement and Plan of Merger (the "Plan of Merger") dated as of ^{July 28} May 16, 2003, by and among TG Miami, TG Merger Sub and TrialGraphix, Inc. was provided to the sole shareholders of TG Merger Sub and TG Miami on or before ^{July 28} May 16, 2003. The Plan of Merger is attached to these Articles of Merger as Attachment A.

3. The merger shall be effective as of the date and time (the "Effective Time") of the filing of these Articles of Merger with the Florida Secretary of State.

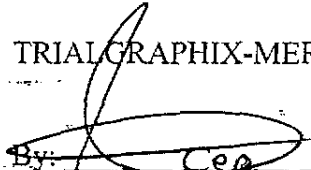
4. At the Effective Time, the Articles of Incorporation of TG Miami shall become the Articles of Incorporation of the Surviving Corporation.

IN WITNESS WHEREOF, these Articles of Merger are dated as of the 28th day of July, 2003.

TRIALGRAPHIX-MIAMI, INC.

By: 
Name: Steve Stolberg
Title: CEO

TRIALGRAPHIX-MERGER SUB, INC.

By: 
Name: Steve Stolberg
Title: CEO

ATTACHMENT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of this 28th day of July, 2003 (this "Agreement"), by and among TrialGraphix-Merger Sub, Inc., a Florida corporation ("Merger Sub"), TrialGraphix, Inc., a Florida corporation ("TrialGraphix") and TrialGraphix-Miami, Inc., a Florida corporation ("TrialGraphix-Miami") and together with Merger Sub, the "Constituent Companies").

WHEREAS, all of the issued and outstanding capital stock of Merger Sub is owned by TrialGraphix;

WHEREAS, TrialGraphix and Merger Sub have no assets or operations and no liabilities;

WHEREAS, the shareholders of TrialGraphix-Miami desire to create a parent holding company;

WHEREAS, the shareholders and board of directors of each of TrialGraphix-Miami and Merger Sub deem it advisable and in the best interests of each corporation to merge Merger Sub with and into TrialGraphix-Miami with TrialGraphix-Miami being the surviving corporation of the merger;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

1.1 On the Merger Date (as defined in Section 1.6), Merger Sub shall be merged with and into TrialGraphix-Miami (the "Merger") in accordance with the Business Corporation Act of the State of Florida (the "FBCA") and the separate corporate existence of Merger Sub shall cease. TrialGraphix-Miami shall be the surviving company in the Merger (hereinafter sometimes referred to as the "Surviving Company") and its separate existence, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

1.2 TrialGraphix-Miami shall succeed to all of the rights, privileges, powers and franchises, of a public as well as of a private nature, of Merger Sub, all of the properties and assets of Merger Sub and all of the debts, choses in action and other interests due or belonging to Merger Sub, and shall be subject to, and responsible for, all of the debts, liabilities and duties of Merger Sub with the effect set forth in the FBCA.

1.3 If, at any time after the Merger Date, TrialGraphix-Miami shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in TrialGraphix-Miami its right, title or interest in, to or under any of the rights, properties or assets of Merger Sub acquired or to be acquired by TrialGraphix-Miami as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of TrialGraphix-Miami shall and will be authorized to execute and deliver, in the name and on behalf of the

Constituent Companies or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Companies or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in TrialGraphix-Miami or to otherwise carry out this Agreement.

1.4 The Articles of Incorporation of TrialGraphix-Miami, as amended up to and including the Merger Date, shall be the Articles of Incorporation of the Surviving Company. The Bylaws of TrialGraphix-Miami, as amended up to and including the Merger Date, shall be the Bylaws of the Surviving Company. Each such document shall thereafter continue to be the Articles of Incorporation and Bylaws, respectively, of the Surviving Company until changed as provided therein and by law.

1.5 The officers of TrialGraphix-Miami immediately prior to the Merger Date shall be the officers of the Surviving Company and shall thereafter continue in such positions in accordance with the Articles of Incorporation and Bylaws of the Surviving Company.

1.6 If this Agreement is not terminated under Section 3.1, Articles of Merger with respect to the Merger shall be promptly filed and recorded with the Secretary of State of the State of Florida in accordance with the FBCA. The Merger shall become effective at the time and date of such filing or at such later date and time otherwise specified in the Articles of Merger (such time and date are herein collectively referred to as the "Merger Date").

ARTICLE II

2.1 On the Merger Date, by virtue of the Merger and without further action by the holder thereof, (a) each share of common stock, par value \$1.00 per share, of Merger Sub shall be converted into one share of voting common stock, par value \$1.00 per share, of the Surviving Company, (b) each share of voting common stock, par value \$1.00 per share, of TrialGraphix-Miami shall be converted into one share of voting common stock, par value \$1.00 per share, of TrialGraphix, and (c) each share of nonvoting common stock, par value \$1.00 per share, of TrialGraphix-Miami shall be converted into one share of nonvoting common stock, par value \$1.00 per share, of TrialGraphix.

ARTICLE III

3.1 This Agreement may be terminated or amended upon written consent of each party hereto to the extent permitted by applicable law.

3.2 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto by their duly authorized officers, as of the date first above written.

TRIALGRAPHIX-MERGER SUB, INC.

By: 

Name: Steve Stolberg
Title: CEO

TRIALGRAPHIX, INC.

By: 

Name: Steve Stolberg
Title: CEO

TRIALGRAPHIX-MIAMI, INC.

By: 

Name: Steve Stolberg
Title: CEO