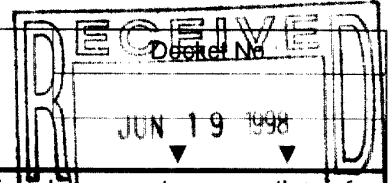


07-06-1998

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Tab settings



To the Honorable Commissioner of Patents

100754798

See attached original documents or copy thereof.

1. Name of conveying party(ies):  
**The Lanman Companies, Inc.**

*MD  
6-19-98*

2. Name and address of receiving party(ies):

Name: **The Lanman Companies, Inc.**

Internal Address:

Street Address: **120 Q Street, N.E.**

City: **Washington, D. C.** State: ZIP: **20002**

- Individual(s)
- General Partnership
- Corporation-State **District of Columbia**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **District of Columbia**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **July 1, 1991**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,678,336**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Mary Dalton Baril, Esq.**

Internal Address: **McGuire, Woods, Battle & Boothe LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond** State: **VA** ZIP: **23219**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41) \$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

06/30/1998 INVENTEN 00000242 1678336

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40.00 DP

9. 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.

**Mary Dalton Baril**

Name of Person Signing

*Mary Dalton Baril*

Signature

*6/11/98*

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of MERGER/AMENDMENT is hereby issued to

THE LANMAN COMPANIES, INC. (D.C.) (AND)  
LANMAN PROGRESSIVE, INC. (D.C.)

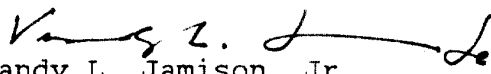
Merged into

LANMAN SYSTEMS GROUP, INC.  
(NAME CHANGE TO) THE LANMAN COMPANIES, INC.

as of July 1st, 1991.

Aubrey H. Edwards  
Acting Director

Paul E. Waters  
Acting Administrator  
Business Regulation Administration

  
Vandy L. Jamison, Jr.

Assistant Superintendent of Corporations  
Corporations Division

Sharon Pratt Dixon  
Mayor

ARTICLES OF MERGER

for the merger of

THE LANMAN COMPANIES, INC.

and

LANMAN PROGRESSIVE, INC.

into

LANMAN SYSTEMS GROUP, INC.

and the renaming of the surviving  
corporation as

THE LANMAN COMPANIES, INC.

Pursuant to the provisions of the District of Columbia Business Corporation Act, Lanman Systems Group, Inc. ("Lanman Systems Group"), a District of Columbia Corporation, The Lanman Companies, Inc. ("Lanman Companies"), a District of Columbia corporation, and Lanman Progressive, Inc. ("Lanman Progressive"), a District of Columbia corporation, adopt the following Articles of Merger for the purpose of merging Lanman Companies and Lanman Progressive into Lanman Systems Group:

**First:** Lanman Systems Group shall be the surviving corporation on the merger. The name of the surviving corporation shall be "**The Lanman Companies, Inc.**" and it is to be governed by the laws of the District of Columbia.

**Second:** The Articles of Incorporation of the surviving corporation, Lanman Systems Group, shall be amended by the deletion of all articles in their entirety, and by their substitution with the following articles:

The Lanman Companies, Inc. (formerly Lanman Systems Group, Inc.), a District of Columbia corporation and successor by merger to The Lanman Companies, Inc. (a District of Columbia corporation) and to Lanman Progressive, Inc. (a District of Columbia corporation) under a merger effected in terms of a certain Plan and Agreement of Merger dated as of June 21st, 1991 (the "Plan of Merger") whose registered office is located at 120 Q Street, N.E., Washington D.C. 20002, pursuant to the provisions of Title 29, Chapter 3, of the Code of Laws of the District of Columbia, hereby includes in its Articles of Incorporation the statements required to be set forth therein under the District of Columbia Business

FILED

1 - JUL 1991

BY: \_\_\_\_\_

WLA

Corporation Act:

1: The name of the corporation is:

**The Lanman Companies, Inc.**

2: The period of its duration is perpetual.

3: The purpose or purposes for which the Corporation is organized is:

To transact all lawful business for which corporations may be organized under the laws of the District of Columbia, including, without limitation, acquiring, owning, using, conveying, and otherwise disposing of and dealing in real property or any interest therein, and acquiring, investing in, holding, distributing, hypothecating, and selling interests in other corporate business enterprises and partnerships.

4: The aggregate number of shares which the Corporation is authorized to issue is 100,000. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

| <u>Number of Shares</u> | <u>Class</u> | <u>Series (If Any)</u> | <u>Par Value Per Share</u> |
|-------------------------|--------------|------------------------|----------------------------|
| 100,000                 | Common       | None                   | \$1.00 par value           |

5: The preferences, qualifications, limitations, restrictions and special and relative rights in respect of the shares of each class are: The Board of Directors of the Corporation, from time to time, may authorize the issuance of, and the Corporation may issue, shares of common stock of the Corporation, warrants, rights or options to purchase such shares, or any obligations convertible into any such shares or into warrants, rights or options to purchase any such shares, only for such consideration and upon such terms and conditions as shall be approved by the holders of two-thirds of its shares entitled to vote.

6: The Corporation will not commence business until at least One Thousand Dollars has been received by it as consideration for the issuance of shares.

7: Provisions limiting or denying shareholders the preemptive rights to acquire additional shares of the corporation are: No holder

of outstanding shares shall have any preemptive right with respect to (i) any shares of any class of the corporation, whether now or hereafter authorized, (ii) any warrants, rights, or options to purchase such shares, or (iii) any obligations convertible into any such shares or into warrants, rights or options to purchase any such shares.

- 8: Provisions for the regulation of the internal affairs of the corporation are:

No contract or other transaction between this Corporation and any person, firm, association or corporation and no act of this Corporation shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of this Corporation are pecuniarily or otherwise interested, directly or indirectly, in such contract, transaction or act, or are related to or interested in, as a director, stockholder, officer, employee, member or otherwise, such person, firm, association or corporation. Any director so interested or related who is present at any meeting of the board of directors or committee of directors at which action on any such contract, transaction or act is taken may be counted in determining the presence of a quorum at such meeting and may vote thereat with respect to such contract, transaction or act with like force and effect as if he was not so interested or related, provided that the fact that he is so interested or related shall be disclosed or known to the board of directors or a majority of such members thereof as shall be present at any meeting of the board of directors, or of any committee of directors having the powers of the full board, at which action upon any such contract, transaction or other act is taken. No director so interested or related shall because of such interest or relationship, be disqualified from holding his office or be liable to the corporation or to any stockholder or creditor thereof for any loss incurred by this corporation under or by reason of such contract, transaction or act, or be accountable for any gains or profits he may have realized therein.

The Corporation shall indemnify any and all of its directors or officers or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other

corporation, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any by-law, agreement, vote of stockholders, or otherwise.

- 9: The number of directors constituting the existing board of directors is five, and the names and addresses, including street and number, of the directors of the Corporation are:

|                      |   |
|----------------------|---|
| T. Halter Cunningham | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Bruce B. Cunningham  | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Thomas F. Cunningham | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Harry T. Knapman, II | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Robert W. Brach      | 4560 L. B. McLeod Road<br>Orlando Florida 32811 |

- 10: The address, including street and number, of the present registered office of the Corporation is:

120 Q Street, N.E., Washington D.C. 20002

and the name of the registered agent at such address is:

Thomas F. Cunningham

**Third:** The Agreement and Plan of Merger attached hereto as Exhibit A (the "Plan") was approved by all of the directors and Shareholders of each of Lanman Systems Group, Lanman Companies and Lanman Progressive in the manner prescribed by the District of Columbia Business Corporation Act.

**Fourth:** As to each of the undersigned corporations, the number of shares of common stock outstanding, are as follows:

| <u>Name of Corporation</u> | <u>Number of Shares<br/>of Common Stock<br/>Outstanding</u> |
|----------------------------|---|
| Lanman Systems Group       | 8,000   |
| Lanman Companies           | 55,038  |
| Lanman Progressive         | 50  |

**Fifth:** As to each of the undersigned corporations, the total number of shares voted for and against the Plan, are as follows:

| <u>Name of<br/>Corporation</u> | <u>Total<br/>Voted<br/>For</u> | <u>Total<br/>Voted<br/>Against</u> |
|--------------------------------|--------------------------------|------------------------------------|
| Lanman Systems Group           | 8,000                          | 0                                  |
| Lanman Companies               | 55,038                         | 0                                  |
| Lanman Progressive             | 50                             | 0                                  |

Dated June 21, 1991.

LANMAN SYSTEMS GROUP, INC.

Attest:

By: Sue D. Claytor  
Sue D. Claytor  
Its Secretary

By: Bruce B. Cunningham  
Bruce B. Cunningham  
Its President

(Corporate Seal)

LANMAN PROGRESSIVE, INC.

Attest:

By: Sue D. Claytor  
Sue D. Claytor  
Its Secretary

By: Harry T. Knapman, II  
Harry T. Knapman, II  
Its President

(Corporate Seal)

THE LANMAN COMPANIES, INC.

Attest:

By: Sue D. Claytor  
Sue D. Claytor  
Its Secretary

By: Bruce B. Cunningham  
Bruce B. Cunningham  
Its President

(Corporate Seal)

DISTRICT OF COLUMBIA )  
)

I, Glenann Spaulding, a notary public, do hereby certify that on this 21st day of June, 1991 personally appeared before me Bruce B. Cunningham, who, being by me first duly sworn, declared that he is the President of Lanman Systems Group, Inc., and acknowledged that he signed the foregoing document as President of Lanman Systems Group, Inc., and that the statements therein contained are true.

Glenann Spaulding  
Notary Public

[Notarial Seal]

GLENANN SPAULDING  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires 6/14/95

DISTRICT OF COLUMBIA )  
)

I, Glenann Spaulding, a notary public, do hereby certify that on this 21st day of June, 1991 personally appeared before me Harry T. Knapman, II, who, being by me first duly sworn, declared that he is the President of Lanman Progressive, Inc., and acknowledged that he signed the foregoing document as President of Lanman Progressive, Inc., and that the statements therein contained are true.

Glenann Spaulding  
Notary Public

[Notarial Seal]

GLENANN SPAULDING  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires 6/14/95



DISTRICT OF COLUMBIA )  
 )  
 )

I, Glenann Spaulding a notary public, do hereby certify that on this 21st day of June, 1991 personally appeared before me Bruce B. Cunningham, who, being by me first duly sworn, declared that he is the President of The Lanman Companies, Inc., and acknowledged that he signed the foregoing document as President of The Lanman Companies, Inc., and that the statements therein contained are true.

Glenann Spaulding  
Notary Public

[Notarial Seal]

GLENANN SPAULDING  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires 6/14/95

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement and Plan"), dated as of June 21st, 1991, is by and among The Lanman Companies, Inc., a District of Columbia corporation ("Lanman Companies"), Lanman Progressive, Inc., a District of Columbia corporation and a wholly-owned subsidiary of Lanman Companies ("Lanman Progressive"), Lanman Systems Group, Inc., a District of Columbia corporation and a wholly-owned subsidiary of Lanman Companies ("Lanman Systems Group"), and the Shareholders of Lanman Companies.

## WITNESSETH:

WHEREAS, on the terms and subject to the conditions herein contained, both of Lanman Companies and Lanman Progressive are to be merged into Lanman Systems Group;

WHEREAS, the respective Boards of Directors of Lanman Companies, Lanman Progressive and Lanman Systems Group have adopted resolutions approving this Agreement and Plan of Merger and directing that this Agreement and Plan be submitted to a vote of the respective shareholders of Lanman Companies, Lanman Progressive and Lanman Systems Group; and

WHEREAS, the respective shareholders of Lanman Companies, Lanman Progressive and Lanman Systems Group have approved this Agreement and Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that, in accordance with the applicable statutes of the District of Columbia, both of Lanman Companies and Lanman Progressive shall be, at the Effective Date (as hereinafter defined), merged into Lanman Systems Group which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect shall be as follows:

ARTICLE I  
MERGER

Lanman Companies and Lanman Progressive shall be merged (the "Merger") into Lanman Systems Group which shall be the surviving corporation and is hereinafter sometimes referred to as the "Surviving Corporation." The Merger shall become effective (the "Effective Date") upon the issuance of the Certificate of Merger by the District of Columbia. After the Effective Date the Surviving Corporation shall continue its corporate existence under the name "The Lanman Companies, Inc." At the Effective Date the separate existence of Lanman Companies and Lanman Progressive shall cease.

ARTICLE II  
CONVERSION OF SECURITIES

2.1 Lanman Companies Stock. On the Effective Date, each share of common

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stock, \$1- par value, of Lanman Companies ("Lanman Companies Stock") issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 1 share of the common stock, \$1- par value, of Lanman Systems Group ("New LSG Stock"). Each certificate which, immediately before the Effective Date, represented any such share of Lanman Companies Stock shall at the Effective Date and thereafter be deemed for all purposes to represent the number of shares of New LSG Stock into which the shares of Lanman Companies Stock represented by such certificate have been converted pursuant to this Section 2.1.

2.2 Lanman Progressive, Lanman Systems Group Stock. Shares of common stock, par value \$1- per share, of each of Lanman Systems Group and Lanman Progressive outstanding before the merger, all of which is owned beneficially and of record by Lanman Companies, shall be canceled by the Merger.

2.3 Exchange of Shares. (a) The exchange and conversion of shares shall be effected by the tender to the Surviving Corporation of shares of Lanman Companies Stock by the holders of record immediately before the Effective Date of a certificate or certificates which at that time represented outstanding shares of Lanman Companies Stock ("Certificate"), together with all representations, endorsements, any other documents, or payments of transfer or other taxes, as the Surviving Corporation may reasonably require.

(b) No dividends or other distributions with respect to New LSG Stock and payable to the holders of record thereof after the Effective Date shall be paid to the holder of any unsurrendered Certificate until the holder of record shall surrender such Certificate in accordance with the requirements of this Agreement and Plan. Subject to the effect, if any, of applicable law after the subsequent surrender and exchange of a Certificate, the holder thereof shall be entitled to receive any such dividends or other distributions, without any interest thereon, which theretofore (but after the Effective Date) became payable with respect to shares of New LSG Stock represented by such Certificate.

(c) Holders of any unsurrendered Certificate shall not be entitled to vote or to exercise any other rights as shareholders of the Surviving Corporation until such unsurrendered Certificate is exchanged pursuant to this Section 2.3.

(d) After the Effective Date there shall be no transfers on the stock transfer books of the Surviving Corporation of the shares of Lanman Companies Stock which were issued and outstanding immediately prior to the Effective Date. If, after the Effective Date, Certificates representing such shares are presented to the Surviving Corporation, they shall be canceled and exchanged for certificates representing shares of New LSG Stock as provided in this Article II.

(e) The Board of Directors of the Surviving Corporation or any successor of the Surviving Corporation is empowered to adopt further rules and regulations not inconsistent with the provisions of this Agreement and Plan regarding the surrender and exchange of shares of Lanman Companies Stock outstanding immediately prior to the Effective Date.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS

3.1 Informed Decision. Each shareholder of Lanman Companies represents and warrants to, and covenants with, Lanman Companies, Lanman Systems Group and Lanman Progressive that he has had access to, and has reviewed and considered, all documents, records, books, and information (financial and otherwise) pertaining to Lanman Companies, Lanman Systems Group, and Lanman Progressive, has had the opportunity to receive and has received such independent legal and other advice, and has had the opportunity to interview and ask questions of representatives of Lanman Companies, Lanman Systems Group, and Lanman Progressive, as such shareholder deems necessary for him to make a fully informed decision with respect to this transaction.

3.2 Title to Shares. Each shareholder of Lanman Companies represents and warrants to, and covenants with, Lanman Companies, Lanman Systems Group, and Lanman Progressive that he is the owner, beneficially and of record, of the shares of Lanman Companies Stock shown beneath his signature below as owned by such shareholder, which shares are free and clear of all liens, encumbrances, security agreements, options, claims and charges of any kind or nature whatsoever, and which shares are not subject to any binding contract providing for the sale or transfer of such shares, except for (i) that certain Shareholders Agreement dated December 6, 1988, by and among the shareholders of Lanman Companies, and (ii) this Agreement and Plan.

3.3 Investment Intent. Each shareholder of Lanman Companies is acquiring the New LSG Stock to be issued to him under this Agreement and Plan for investment and not with a view to the sale or distribution thereof.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF LANMAN COMPANIES,  
LANMAN PROGRESSIVE AND LANMAN SYSTEMS GROUP

4.1 Corporate Status. Lanman Companies, Lanman Systems Group and Lanman Progressive each represent and warrant that they are corporations, validly existing and in good standing under the laws of the District of Columbia.

4.2 Lanman Companies Shares. Lanman Systems Group represents and warrants that the New LSG Stock being issued to the Lanman Companies shareholders pursuant to this Agreement and Plan, when issued and delivered to the Lanman Companies shareholders by the Surviving Corporation, will be duly authorized, fully paid and nonassessable.

ARTICLE V  
ARTICLES OF INCORPORATION, BYLAWS AND OFFICERS

5.1 Articles of Incorporation. From and after the Effective Date and until further amended in accordance with the Business Corporation Act of the District of Columbia, the Articles of Incorporation of the Surviving Corporation, Lanman Systems Group, shall be amended by the deletion of all articles in their entirety, and by their substitution with the

following articles:

The Lanman Companies, Inc. (formerly Lanman Systems Group, Inc.), a District of Columbia corporation and successor by merger to The Lanman Companies, Inc. (a District of Columbia corporation) and to Lanman Progressive, Inc. (a District of Columbia corporation) under a merger effected in terms of a certain Plan and Agreement of Merger dated as of June 21st, 1991 (the "Plan of Merger") whose registered office is located at 120 Q Street, N.E., Washington D.C. 20002, pursuant to the provisions of Title 29, Chapter 3, of the Code of Laws of the District of Columbia, hereby includes in its Articles of Incorporation the statements required to be set forth therein under the District of Columbia Business Corporation Act:

1: The name of the corporation is:

**The Lanman Companies, Inc.**

2: The period of its duration is perpetual.

3: The purpose or purposes for which the Corporation is organized is:

To transact all lawful business for which corporations may be organized under the laws of the District of Columbia, including, without limitation, acquiring, owning, using, conveying, and otherwise disposing of and dealing in real property or any interest therein, and acquiring, investing in, holding, distributing, hypothecating, and selling interests in other corporate business enterprises and partnerships.

4: The aggregate number of shares which the Corporation is authorized to issue is 100,000. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

| <u>Number of Shares</u> | <u>Class</u> | <u>Series (If Any)</u> | <u>Par Value Per Share</u> |
|-------------------------|--------------|------------------------|----------------------------|
| 100,000                 | Common       | None                   | \$1.00 par value           |

5: The preferences, qualifications, limitations, restrictions and special and relative rights in respect of the shares of each class are: The Board of Directors of the Corporation, from time to time, may authorize the issuance of, and the Corporation may issue, shares of common stock of the Corporation, warrants,

rights or options to purchase such shares, or any obligations convertible into any such shares or into warrants, rights or options to purchase any such shares, only for such consideration and upon such terms and conditions as shall be approved by the holders of two-thirds of its shares entitled to vote.

- 6: The Corporation will not commence business until at least One Thousand Dollars has been received by it as consideration for the issuance of shares.
- 7: Provisions limiting or denying shareholders the preemptive rights to acquire additional shares of the corporation are: No holder of outstanding shares shall have any preemptive right with respect to (i) any shares of any class of the corporation, whether now or hereafter authorized, (ii) any warrants, rights, or options to purchase such shares, or (iii) any obligations convertible into any such shares or into warrants, rights or options to purchase any such shares.
- 8: - Provisions for the regulation of the internal affairs of the corporation are:

No contract or other transaction between this Corporation and any person, firm, association or corporation and no act of this Corporation shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of this Corporation are pecuniarily or otherwise interested, directly or indirectly, in such contract, transaction or act, or are related to or interested in, as a director, stockholder, officer, employee, member or otherwise, such person, firm, association or corporation. Any director so interested or related who is present at any meeting of the board of directors or committee of directors at which action on any such contract, transaction or act is taken may be counted in determining the presence of a quorum at such meeting and may vote thereat with respect to such contract, transaction or act with like force and effect as if he was not so interested or related, provided that the fact that he is so interested or related shall be disclosed or known to the board of directors or a majority of such members thereof as shall be present at any meeting of the board of directors, or of any committee of directors having the powers of the full board, at which action upon any such contract, transaction or other act is taken. No director so interested or related shall because of such interest or relationship, be disqualified from holding his office or be liable to the corporation or to any stockholder or creditor thereof for any loss incurred by this corporation under or by reason of such contract, transaction or act, or be

accountable for any gains or profits he may have realized therein.

The Corporation shall indemnify any and all of its directors or officers or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any by-law, agreement, vote of stockholders, or otherwise.

- 9: The number of directors constituting the existing board of directors is five, and the names and addresses, including street and number, of the directors of the Corporation are:

|                      |   |
|----------------------|---|
| T. Halter Cunningham | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Bruce B. Cunningham  | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Thomas F. Cunningham | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Harry T. Knapman, II | 120 Q Street, N.E.<br>Washington D.C. 20002     |
| Robert W. Brach      | 4560 L. B. McLeod Road<br>Orlando Florida 32811 |

- 10: The address, including street and number, of the present registered office of the Corporation is:

120 Q Street, N.E., Washington D.C. 20002

and the name of the registered agent at such address is:

Thomas F. Cunningham

5.2 Bylaws. The Bylaws of Lanman Companies in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation until amended or repealed as therein provided or otherwise in accordance with the Business Corporation Act of the District of Columbia.

5.3 Officers and Directors of Surviving Corporation. The officers and directors of Lanman Companies in office immediately prior to the Effective Date shall after the Effective Date be the officers and directors of the Surviving Corporation until their respective successors are duly appointed or elected and qualified in accordance with the Bylaws and the Articles of Incorporation of the Surviving Corporation.

## ARTICLE VI OTHER PROVISIONS

6.1 Due Authorization. Each party represents and warrants to, and covenants with, the other parties that the execution and performance of this Agreement has been duly authorized by him or it.

6.2 Further Assurances. If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Lanman Companies or Lanman Progressive acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, each of Lanman Companies and Lanman Progressive and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, assignments and assurances in law and to do all acts necessary or desirable to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Lanman Companies or Lanman Progressive or otherwise to take any and all such action.

6.3 Amendment. This Agreement and Plan may not be amended except by an instrument in writing signed and delivered on behalf of each of the parties hereto.

6.4 Termination. This Agreement and Plan may be terminated at any time prior to the Effective Date, whether before or after approval by the shareholders of Lanman Companies, Lanman Systems Group or Lanman Progressive:

(a) by mutual consent of the Boards of Directors of Lanman Companies, Lanman Progressive and Lanman Systems Group; or

(b) by Lanman Companies if the Merger shall not have been consummated by or on June 30, 1991.

The filing with the Mayor of the District of Columbia of this Agreement pursuant



to Article I hereof shall constitute certification that this Agreement has not theretofore been terminated. If terminated as provided in this Section 6.5, this Agreement shall forthwith become wholly void and of no further force or effect.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

6.6 Binding Upon Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Lanman Companies, Lanman Progressive and Lanman Systems Group and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder is assignable, or shall be assigned, by any party hereto without the prior written consent of the other parties hereto.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, Lanman Companies, Lanman Progressive and Lanman Systems Group have caused this Agreement and Plan to be executed on their behalf by their respective officers hereunto duly authorized, and the shareholders of Lanman Companies have executed this Agreement and Plan, as of the day and year above written.

LANMAN SYSTEMS GROUP, INC.

Attest:

By: Sue D. Claytor  
Sue D. Claytor  
Its Secretary

By: Bruce B. Cunningham  
Bruce B. Cunningham  
Its President

(Corporate Seal)

LANMAN PROGRESSIVE, INC.

Attest:

By: Sue D. Claytor  
Sue D. Claytor  
Its Secretary

By: Harry T. Knapman, II  
Harry T. Knapman, II  
Its President

(Corporate Seal)

THE LANMAN COMPANIES, INC.

Attest:

By: Sue D. Claytor  
Sue D. Claytor  
Its Secretary

By: Bruce B. Cunningham  
Bruce B. Cunningham  
Its President

(Corporate Seal)

| <u>Witnesses:</u>        | <u>Shareholders of<br/>Lanman Companies</u> | <u>Number<br/>of Shares<br/>Owned</u> |
|--------------------------|---|---------------------------------------|
| <u>Glenann Spaulding</u> | <u>T.H. Cunningham</u>                      | 37,015                                |
| <u>Glenann Spaulding</u> | <u>Bruce B. Cunningham</u>                  | 9,810                                 |
| <u>Glenann Spaulding</u> | <u>Harry T. Knappan, II</u>                 | 2,400                                 |
| <u>Glenann Spaulding</u> | <u>Thomas F. Cunningham</u>                 | 1,870                                 |
| <u>Len Arvo Schmitt</u>  | <u>Robert W. Brach</u>                      | 3,943                                 |

**AFFIDAVIT**

On January 16, 1991, an application was filed for the mark LANMAN (Reg. No. 1,678,336) which was registered on March 10, 1992. A copy of the application is attached. The application was inadvertently filed in the name of The Lanman Companies, rather than in the correct name of The Lanman Companies, Inc.

In addition, on July 1, 1991, The Lanman Companies, Inc. was merged into Lanman Systems Group, Inc. and the surviving corporation changed its name to The Lanman Companies, Inc. A Recordation Form Cover Sheet recording this merger and name change is attached to be recorded against Reg. No. 1,678,336.

I respectfully request that the record for Registration No. 1,678,336 be corrected to show that the correct name of the owner is The Lanman Companies, Inc.

THE LANMAN COMPANIES, INC.

By: Jennifer Adams

Name: Jennifer Adams

Title: Vice Chairman

Date: June 11, 1998

STATEMENT AND DECLARATION  
FOR TRADEMARK/SERVICE MARK REGISTRATION

Statement

Mark: LANMAN

Class Number: Int. Cl. 9, 35, 42

To the Commissioner of Patents and Trademarks:

The Lanman Companies,  
a D. C. corporation  
120 Q Street, N.E.  
Washington, D.C. 20002

The above identified applicant has adopted and is using the mark shown in the accompanying drawing for the following goods:

In Int. Cl. - 9

EXPOSED OFFSET LITHOGRAPHIC PRINTING FILM

and for the following services:

In Int. Cl. - 35

BUSINESS CONSULTING SERVICES

In Int. Cl. - 42

PRINTING, DESIGN, COMPUTER DESIGN, DESKTOP PUBLISHING AND  
COMPUTER PROGRAMMING SERVICES

and requests that said mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et seq., as amended).

The mark was first used at least as early as June 30, 1981; was first used in interstate commerce at least as early as June 30, 1981; and is now in use in such commerce.

The mark is used as a trademark on labels affixed to packaging containing the goods. The mark is used as a service mark for the services identified above in advertising and on brochures and other promotional materials. Three specimens showing the mark as actually used are presented herewith for each class.

The owner of Registration No. 1,413,172 is a wholly owned subsidiary of applicant.

Power of Attorney

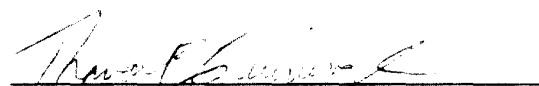
Applicant hereby appoints Mary Dalton Baril, John W. Burke, III and McGuire, Woods, Battle & Boothe, a law firm with its address at One James Center, Richmond, Virginia 23219, to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, to receive the Certificate of Registration and to represent it in all proceedings affecting the mark which may arise in the Patent and Trademark Office after the registration has been granted.

Declaration

Thomas F. Cunningham declares that he is Chief Operating Officer of the Applicant Corporation; that he is authorized to execute this Declaration on behalf of Applicant Corporation; and that he believes Applicant Corporation is entitled to use in commerce the mark sought to be registered; that to the best of his knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce either in the identical form or in such near resemblance thereto as to be likely when used in connection with the goods of such other person to cause confusion or to cause mistake, or to deceive; that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true and further that these statements were made with knowledge that willful, false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application and any registration resulting therefrom.

The Lanman Companies

By:

  
Thomas F. Cunningham

Title: Chief Operating Officer

Date:

January 15, 1991 ~~1990~~

Applicant: The Lanman Companies  
Address: 120 Q Street, N.E.  
Washington, D.C. 20002

Date of First Use: June 30, 1981  
Date of First Use in Commerce: June 30, 1981

Types of Goods in Class 9: Exposed offset lithographic  
printing film

Types of Services in Class 35: Business consulting services

Types of Services in Class 42: Printing, design, computer  
design, desktop publishing and  
computer programming services

LANMAN