

10-02-1998

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



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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bryce Office Systems, Inc.

06301992

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Bryce Office Systems, Inc. of Virginia

DBA/AKA/TA

Composed of

Address (line 1) 115 Hurley Road

Address (line 2)

Address (line 3) Oxford

City

CT/USA

State/Country

064781011

Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Virginia

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FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1794 FRAME: 0610

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1721881"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen P. Demm

Name of Person Signing

Stephen P. Demm

Signature

09/21/98

Date Signed

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
Clerk of the Commission
P.O. Box 1197, 1220 Bank Street
Richmond, Virginia 23209

ARTICLES OF MERGER
Merging
BRYCE OFFICE SYSTEMS, INC.
(a Delaware Corporation)
With and Into
BRYCE OFFICE SYSTEMS, INC. OF VIRGINIA
(a Virginia corporation)

The undersigned Corporation, pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, hereby executes the following articles of merger and sets forth:

ONE

The Agreement and Plan of Merger merging Bryce Office Systems, Inc., a Delaware corporation, with and into Bryce Office Systems, Inc. of Virginia, a Virginia corporation, is attached hereto as Exhibit A.

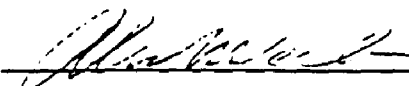
TWO

The Agreement and Plan of Merger was submitted to the shareholders by the board of directors in accordance with the provisions of the Virginia Stock Corporation Act, and was adopted by unanimous consent of the shareholders.

THREE

The undersigned president declares that the facts herein stated are true as of June 30, 1992.

BRYCE OFFICE SYSTEMS, INC.
OF VIRGINIA

By: 

Its: 

AGREEMENT AND PLAN OF MERGER
OF BRYCE OFFICE SYSTEMS, INC. OF VIRGINIA
A VIRGINIA CORPORATION
AND
BRYCE OFFICE SYSTEMS, INC.
A DELAWARE CORPORATION

Pursuant to Section 252 of the Delaware General
Corporation Law and Section 13.1-716 and 13.1-718 of
the Virginia Stock Corporation Act

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 30,
1992 (the "Agreement") is between BRYCE OFFICE SYSTEMS, INC. OF
VIRGINIA, a Virginia corporation ("Bryce of Virginia") and BRYCE
OFFICE SYSTEMS, INC., a Delaware corporation ("Bryce"). Bryce of
Virginia and Bryce sometimes are referred to herein as the
"Constituent Corporations."

A. Bryce of Virginia is a corporation duly organized and
existing under the laws of the Commonwealth of Virginia and has
an authorized capital of 50,000 shares, all of which are Common
Stock, \$.02 par value. As of the date hereof, 3,200 shares of
Common Stock of Bryce of Virginia are issued and outstanding. No
other shares of any class or series are issued or outstanding as
of such date.

B. Bryce is a corporation duly organized and existing
under the laws of the State of Delaware and has an authorized
capital of 25,000 shares, all of which are Common Stock, \$.01 par
value. As of the date hereof, 22,974 shares of Common Stock of
Bryce are issued and outstanding. No other shares of stock are
outstanding as of such date.

C. The Board of Directors of Bryce has determined that, for the purpose of improving its capital structure and effecting the organization of Bryce under the laws of the Commonwealth of Virginia, it is advisable that Bryce merge with and into Bryce of Virginia upon the terms and conditions herein provided.

D. The respective Boards of Directors of Bryce of Virginia and Bryce have approved this Agreement, and the Boards of Directors of Bryce of Virginia and Bryce have directed that this Agreement be submitted to a vote of their respective shareholders.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Bryce of Virginia and Bryce hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Virginia Stock Corporation Act and the Delaware General Corporation Law, Bryce shall be merged with and into Bryce of Virginia (the "Merger") and Bryce of Virginia shall be, and is herein sometimes referred to as, the "Surviving Corporation."

1.2 *Filing and Effectiveness.* The Merger shall become effective when the following actions shall have been completed:

(a) this Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Virginia Stock Corporation Act and the Delaware General Corporation Law;

(b) all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) an executed Articles of Merger or an executed counterpart of this Agreement shall have been filed with, and a Certificate of Merger shall have been issued by, the Corporation Commission of the Commonwealth of Virginia.

(d) an executed Certificate of Merger or an executed counterpart of this Agreement shall have been filed with the Secretary of the State of Delaware.

The date and time when the Merger shall become effective is herein the "Effective Date."

1.3 *Articles of Incorporation.* The Articles of Incorporation of Bryce of Virginia as in effect immediately prior to the Effective Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law, except that on the Effective Date Article I thereof shall be amended to read in full as follows:

"ARTICLE I

The name of the Corporation is BRYCE OFFICE SYSTEMS, INC."

1.4 *Bylaws.* The Bylaws of Bryce of Virginia as in effect immediately prior to the Effective Date shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

1.5 *Directors and Officers.* The directors and officers of Bryce of Virginia immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation until their successors shall have been elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

1.6 *Effect of Merger.* Upon the Effective Date, the separate existence of Bryce shall cease, and Bryce of Virginia, as the Surviving Corporation, (i) shall continue to possess all of Bryce's assets, rights, powers and property as constituted immediately prior to the Effective Date, shall be subject to all actions previously taken by the Bryce Board of Directors and shall succeed, without other transfer, to all of the assets, rights, powers and property of Bryce in the manner of and as more fully set forth in Section 13.1-721 of the Virginia Stock Corporation Act, and (ii) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date and shall succeed, without other transfer, to all of the debts, liabilities and obligations of Bryce in the same manner as if Bryce of Virginia had itself incurred them, all as more fully provided under the applicable provisions of the Virginia Stock Corporation Act and the Delaware General Corporation Law; provided that those certain Promissory Notes of Bryce, in total principal amount of \$400,000, in favor of the shareholders of Bryce of Virginia and endorsed over to Bryce of Virginia in consideration for certain shares of Bryce of Virginia, shall be cancelled.

MANNER OF CONVERSION OF STOCK

2.1 *Bryce Common Stock.* Upon the Effective Date, each share of Common Stock of Bryce issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.02 par value, of the Surviving Corporation.

2.2 *Bryce Options, Warrants and Convertible Securities.*

Upon the Effective Date, the Surviving Corporation shall assume and continue the Shareholders Agreement, dated August 20, 1987, among Bryce and certain shareholders of Bryce, as well as any warrant, option or convertible security outstanding under any other plan, agreement or arrangement, and each outstanding and unexercised option, warrant, or security convertible into Bryce stock shall become an option, warrant or right to purchase shares of, or a security convertible into, the Surviving Corporation's stock of the class or series into which such shares of Bryce stock or Bryce securities shall be converted into under the terms of this Merger Agreement. Such securities shall be converted into the Surviving Corporation's securities on the basis of one share of the Surviving Corporation's stock for each share of Bryce stock issuable pursuant to any such option, warrant, or

convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Bryce option, warrant, or convertible security at the Effective Date.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, warrants, and convertible securities equal to the number of shares of Bryce Common Stock so reserved immediately prior to the Effective date.

2.3 *Bryce of Virginia Common Stock.* Upon the Effective Date, each share of Common Stock, \$.02 par value, of Bryce of Virginia issued and outstanding immediately prior thereto, shall remain issued and outstanding and Bryce of Virginia shall issue 22,974 shares of stock for the conversion of the Bryce shares.

2.4 *Exchange of Certificates.* After the Effective Date, each holder of an outstanding certificate representing shares of Bryce Common Stock may surrender the same for cancellation to Bruce Hurd, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. The Surviving Corporation shall cooperate with

the Exchange Agent and the holders of outstanding certificates theretofore representing shares of Bryce Common Stock as necessary to effect the exchange of such certificates. Until so surrendered, each outstanding certificate theretofore representing shares of Bryce Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of Bryce Common Stock were converted in the Merger.

The registered owner on the books and records of Bryce or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to, and to receive dividends and other distributions upon the shares of the Surviving Corporation represented by, such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Bryce so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Bryce of Virginia stock is to be issued in a name other than that in which the certificate of Bryce common stock so surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Bryce of Virginia that such tax has been paid or is not payable.

III

GENERAL

3.1 *Covenants of Bryce of Virginia.* Bryce of Virginia covenants and agrees that it will, on or before the Effective Date;

(a) File any and all documents in the State of Delaware, if any, necessary to the assumption by Bryce of Virginia of all of the Delaware franchise tax liabilities of Bryce.

(b) Take such other actions, if any, as may be required by the Delaware General Corporation Law.

3.2 *Abandonment.* At any time before the Effective Date, their Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Bryce or Bryce of Virginia or both, notwithstanding the approval of this Agreement by the shareholders of Bryce or the shareholders of Bryce of Virginia or both.

3.3 *Amendment.* The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement with the Corporation Commission of the Commonwealth of Virginia, provided that an amendment made subsequent to the adoption of the agreement by the Shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (3) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (4) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

3.4 *Agreement.* Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1308 Devils Reach Road, Suite 302, Woodbridge, Virginia 22192, and copies thereof will be furnished to any shareholder of a Constituent Corporation, upon request and without cost.

3.5 *Governing Law.* This agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the Commonwealth of Virginia, and, so far as applicable, the merger provisions of the Delaware General Corporation Law.

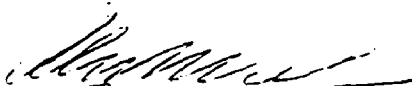
3.6 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolution of the Boards of Directors of Bryce of Virginia and Bryce, is hereby executed on behalf of each of such two corporations by their respective officers thereunto duly authorized.

BRYCE OFFICE SYSTEMS, INC. OF
VIRGINIA, a Virginia corporation

By

Its



President

BRYCE OFFICE SYSTEMS, INC.
a Delaware corporation

By *Konrad Hermann*
Its President

HUNTON & WILLIAMS

ATLANTA, GEORGIA
BANGKOK, THAILAND
BRUSSELS, BELGIUM
CHARLOTTE, NORTH CAROLINA
HONG KONG, CHINA
KNOXVILLE, TENNESSEE

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WASHINGTON, D.C.

STEPHEN P. DEMM
E-MAIL: SDEM@HUNTON.COM

FILE NO.: 42442.000005
DIRECT DIAL: (804) 788-8331

September 22, 1998

Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Request for Recordation of Trademark Assignment for Registered Mark

Honorable Sir:

On behalf of Bryce Office Systems, Inc. of Virginia, we respectfully request that you record a Trademark Assignment relating to one (1) registration. Enclosed please find the following:

- A completed Recordation Form Cover Sheet;
- An original or true copy of the Articles of Merger Merging Bryce Office Systems, Inc. (a Delaware corporation) With and Into Bryce Office Systems, Inc. of Virginia (a Virginia corporation) to be recorded;
- This firm's certified check in the amount of \$40 in payment of the recordation fee for the Assignment for 1 registration on the Principal Register; and
- A pre-addressed, postage prepaid postcard, which we ask that you date-stamp and return to the undersigned to acknowledge receipt of the foregoing materials.

If any additional fees or credits are required, the Office is authorized to utilize Hunton & Williams' Deposit Account No. 08-3436 at the Patent and Trademark Office.

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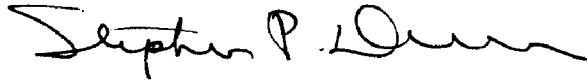
Commissioner of Patents and Trademarks

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September 22, 1998

Thank you for your assistance in this matter. If you have any questions concerning this request, please do not hesitate to contact the undersigned at the direct dial number indicated above.

Sincerely,



Stephen P. Demm

/sw

Enclosures

cc: Mr. Kevin C. Siladi
Thurston R. Moore, Esq.
Deborah R. Gerhardt, Esq.