

Tel. settings 000

10-8-98



100851655

attached original documents or copy thereof.

To the Honorable Commissioner of I

1. Name of conveying party(ies):

Gutenberg Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-State MA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: December 26, 1995

2. Name and address of receiving party(ies)

Name: Smart Storage, Inc.

Internal Address: Suite 204

Street Address: 100 Burt Road

City: Andover State: MA ZIP: 01810

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State MA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,798,532

Additional numbers attached?  Yes  No

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

Name: Sarah J. Curtis, Esq.

Internal Address:

Lucash, Gesmer & Updegrove, LLP

Street Address: 40 Broad Street

City: Boston State: MA ZIP: 02109

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Gary Brach, President

Name of Person Signing

Signature

10/1/98

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK  
REEL: 1799 FRAME: 0670

10/15/1998  
FURTHER 0000068 1799532  
40-300 01 FC-1401

AGREEMENT OF MERGER

BETWEEN

SMART STORAGE, INC.

A MASSACHUSETTS CORPORATION

AND

GUTENBERG SYSTEMS, INC.

A MASSACHUSETTS CORPORATION

AGREEMENT, dated as of the 26th day of December, 1995, by and between Massachusetts, a Massachusetts corporation (the "Survivor") and Gutenberg Systems, Inc., a Massachusetts corporation (the "Merged Corporation"), pursuant to Chapter 156B, Section 78, of the Massachusetts Business Corporation Law.

1. The names of the corporations proposing to merge are Smart Storage, Inc. (a Massachusetts corporation) and Gutenberg Systems, Inc. (a Massachusetts corporation). The name of the Survivor is Smart Storage, Inc., which surviving corporation shall be incorporated under the laws of the Commonwealth of Massachusetts.
2. The purposes of the Survivor are to carry on (i) all or any of the businesses of manufacturers, producers, growers, merchants, wholesale and retail, importers, exporters, generally without limitation as to class of products, merchandise, goods and services, but especially to distribute and sell storage products, and to do all things incidental thereto without exception or limitation, and in any capacity as principal or agent, at wholesale or at retail or otherwise; and (ii) all business, acts or things permitted by the laws of the Commonwealth of Massachusetts to a corporation organized under Chapter 156B, whether or not related to the foregoing purposes.
3. The Survivor is authorized to issue Four Hundred Thousand (400,000) shares of common stock, no par value.
4. The Survivor is not authorized to issue any other class of stock.

5. The terms and conditions of the merger are as follows:

Subject to the terms and conditions hereof, and in accordance with the Massachusetts Business Corporation Laws, the Merged Corporation will be merged with and into the Survivor (the "Merger"). Following the Merger, the Survivor shall continue as the surviving corporation and the separate corporate existence of the Merged Corporation shall cease.

The Merger shall be effective as of January 1, 1996 (the "Effective Date").

The Merger is intended to be a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986.

The Articles of Organization and the By-laws of the Survivor as in effect immediately prior to the Effective Date shall be the Articles of Organization and the By-laws of the Survivor immediately subsequent to the Effective Date, except that the aggregate number of shares authorized by the Articles of Organization of the Survivor immediately subsequent to the Effective Date shall be 400,000 shares of Common Stock, without par value.

At the Effective Date, each director and officer of the Merged Corporation shall cease to hold such office. The officers and directors of the Survivor shall be:

Kirit Patel - Chief Executive Officer and Director  
Gary Brach - President and Director  
Satish Patel - Treasurer and Clerk

The obligation of each party to consummate the Merger is contingent upon the following: (i) all statutory requirements for the valid consummation of the Merger by all parties thereto shall have been satisfied; (ii) all authorizations, waivers, consents, approvals and actions of all federal and state governmental agencies and authorities or other regulatory body required to be obtained in order to permit consummation by the parties hereto shall have been obtained; and (iii) all requisite corporate action shall have been taken by each of the parties hereto to execute and deliver this Agreement and the Articles of Merger.

6. At the Effective Date of the Merger, each share of common stock, without par value, of the Merged Corporation, then issued and outstanding shall be converted into One Thousand Thirty-nine and Twenty-three

Hundredths (1,039.23) issued and outstanding shares of common stock, without par value, of the Survivor. Thereupon, certificates for shares of common stock of the Merged Corporation ("Merged Corporation Certificates"), shall entitle the holders thereof to receive certificates for the appropriate number of fully paid and non-assessable shares of common stock of the Survivor upon presentation and surrender of such Merged Corporation Certificates to the Survivor. Merged Corporation Certificates shall be deemed for all purposes, including payment of dividends, to evidence ownership of the shares of common stock of the Survivor into which the shares of the Merged Corporation shall have been so converted.

7. Notwithstanding anything herein to the contrary, either party may terminate this Agreement, at any time, prior to the Effective Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as an instrument under seal as of the date first above written.

SMART STORAGE, INC.,  
a Massachusetts corporation

GUTENBERG SYSTEMS, INC.  
a Massachusetts corporation

President: [Signature]

President: [Signature]

Treasurer: [Signature]

Treasurer: [Signature]

merger.2

I, Ruth Peterson, do hereby certify that the foregoing documents are being deposited with the United States Postal Service as **Express Mail**, postage prepaid, in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, on this date of 10/8/98.

[Signature]

Name

EL171152979

Express Mail Label Number

10/8/98

Date of Deposit