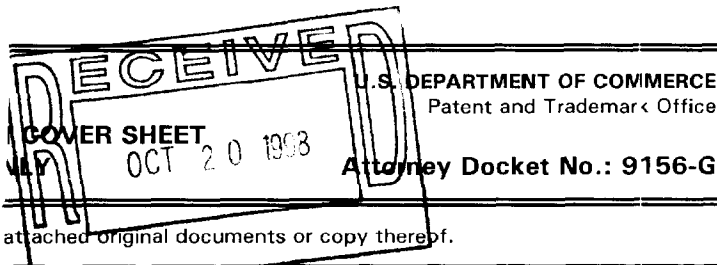


11-18-1998



MMA 10-20-98

100901578



To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><b>Triad Technologies International, Inc.</b></p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Hologravure Diffusion International, Inc.</b>        8304 Esters Boulevard, Suite 840        Irving, TX 75063</p> <p><input type="checkbox"/> Individual(s) citizenship:  <input type="checkbox"/> Association:  <input type="checkbox"/> General Partnership:  <input type="checkbox"/> Limited Partnership:  <input checked="" type="checkbox"/> Corporation-State: Texas  <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input checked="" type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement            <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: July 25, 1994</p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p>	<p>B. Trademark Registration No.(s):</p> <p>1,949,217</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Jay K. Meadway, Esq.  <b>PANITCH SCHWARZE JACOBS &amp; NADEL, P.C.</b>        One Commerce Square        2005 Market Street, 22nd Floor        Philadelphia, PA 19103-7086        Telephone: 215-567-2020        Facsimile: 215-567-2991        E-Mail: psjn@psjn.com</p>	<p>6. Total number of applications and registrations involved: [1]</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>40.00</u>        _____ x \$25.00 = \$ _____</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>16-0235</u></p>

1/17/1998 DMGUYEN 00000182 160235 1949217

DO NOT USE THIS SPACE

FC:481 40.00 CH

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.*

Jay K. Meadway                      Jay K Meadway                      10/20/98  
 Name of Person Signing                      Signature                      Date

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

HOLOGRAVURE DIFFUSION INTERNATIONAL, INC.

WRITTEN CONSENT  
OF SOLE SHAREHOLDER

The undersigned, being the sole shareholder of Hologravure Diffusion International, Inc., a Texas corporation (the "Corporation"), does hereby consent to, adopt and approve in all respects the following resolutions pursuant to Article 9.10.A of the Texas Business Corporation Act:

RESOLVED, that the Plan of Merger to be entered into between the Corporation and Triad Technologies International, Inc. and approved by the Corporation's Board of Directors, a copy of which attached hereto, be and it hereby is approved and adopted in all respects; and it is

RESOLVED FURTHER, that the proper officers of the Corporation are authorized and directed on behalf of the Corporation to execute the Articles of Merger with the Plan of Merger (hereinafter referred to as "Articles of Merger") in the form or in substantially the form of the draft thereof presented to this meeting, with such changes as the aforesaid officers may approve, their execution thereof to be conclusive evidence of such approval; and it is

RESOLVED FURTHER, that the proper officers of this Corporation be and hereby are authorized to file the Articles of Merger with the Secretaries of State of the States of Texas and Nevada and such other certificates or documents as may be necessary or desirable to effectuate the Merger evidenced by the Plan of Merger; and it is

RESOLVED FURTHER, that the proper officers of this Corporation are hereby authorized and directed to do all acts and to take all action as may be necessary or desirable in order to effect said Merger and the intent of the resolutions herein set forth.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent this 25th day of July, 1994.

TRIAD TECHNOLOGIES, LTD.

By: Reginald S. Sator  
Printed Name: Reginald Sator  
Title: CEO

**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

C 26552 DF

E 68701

**ARTICLES OF MERGER**

JUL 27 1994

OF

IN A LAW SECRETARY OF

5975-93

**TRIAD TECHNOLOGIES INTERNATIONAL, INC.,  
A NEVADA CORPORATION**

INTO

**HOLOGRAVURE DIFFUSION INTERNATIONAL, INC.,  
A TEXAS CORPORATION**

**WITH PLAN OF MERGER**

Hologravure Diffusion International, Inc., a Texas corporation, and Triad Technologies International, Inc., a Nevada corporation, do hereby certify in accordance with Article 5.04 of the Texas Business Corporation Act and Section 78.461 of the Nevada General Corporation Law, as follows:

**FIRST:** That Hologravure Diffusion International, Inc., a Texas corporation, and Triad Technologies International, Inc., a Nevada corporation, will merge and that Hologravure Diffusion International, Inc. is to be the surviving corporation in the Merger.

**SECOND:** A Plan of Merger has been adopted by the Board of Directors of each of Hologravure Diffusion International, Inc. and of Triad Technologies International, Inc.

**THIRD:** The approval of the shareholders of each of the Corporations that are parties to the Merger evidenced by the Plan of Merger was required with respect to Hologravure Diffusion International, Inc. under the provisions of Part Five of the Texas Business Corporation Act and with respect to Triad Technologies International, Inc. under the provisions of Section 78.451 et. seq. of the Nevada General Corporation Law, and the unanimous consent of the shareholders of each of the Corporations of the Plan of Merger and the Merger evidenced thereby was obtained by written consent as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Hologravure Diffusion International, Inc.	1,100,000 shares of Common Stock	1,100,000	-0-
Triad Technologies International, Inc.	1,100,000 shares of Common Stock	1,100,000	-0-

**FOURTH:** As to Triad Technologies International, Inc., the approval of the Plan of Merger and the Merger evidenced thereby was duly authorized by all action required by the laws under the State of Nevada, being its state of incorporation, and by its constituent documents. As to Hologravure Diffusion International, Inc., the approval of the Plan of Merger and the Merger evidenced thereby was duly authorized by all action required by the laws under the State of Texas, being its state of incorporation, and by its constituent documents.

**FIFTH:** The Plan of Merger is as follows:

(1) Triad Technologies International, Inc., a Nevada corporation and a wholly-owned subsidiary of Triad Technologies, Ltd., will merge into Hologravure Diffusion International, Inc., a Texas corporation and a wholly-owned subsidiary of Triad Technologies, Ltd.

(2) One million one hundred thousand (1,100,000) shares of Common Stock, without par value, issued and outstanding, of Triad Technologies International, Inc., being all of the issued and outstanding shares thereof, shall be cancelled, and each of the one million one hundred thousand (1,100,000) shares of Common Stock, without par value, issued and outstanding, of Hologravure Diffusion International, Inc., being all of the issued and outstanding shares thereof, shall be unaffected by the Merger and shall remain issued and outstanding as a share of Common Stock, without par value, of the surviving corporation.

(3) On the effective date of the Merger, the separate existence of Triad Technologies International, Inc. shall cease (except to the extent continued by statute), and all of its real property and other property, rights, privileges and franchises of whatsoever nature and description, and all of its liabilities and obligations, shall be transferred to, vest in and devolve upon the surviving corporation, without further act or deed. Confirmatory deeds, assignments and other like instruments, when deemed desirable by Hologravure Diffusion International, Inc. to evidence such transfer, vesting or devolution of any property, right, privilege or franchise, shall at any time, or from time to time, be made and delivered in the name of Triad Technologies International, Inc. by the last acting officers thereof, or by the corresponding officers of the surviving corporation.

(4) The directors of Hologravure Diffusion International, Inc. as of the effective date of the Merger shall continue in office after the effective date of the Merger until the next annual meeting of the shareholders of Hologravure Diffusion International, Inc. as the surviving corporation.

(5) The officers of Hologravure Diffusion International, Inc. as of the effective date of the Merger shall continue in these same offices after the effective date of the Merger and until the next annual meeting of the Board of Directors of the Hologravure Diffusion International, Inc. as the surviving corporation.

(6) The Articles of Incorporation of Hologravure Diffusion International, Inc. as in effect on the effective date of the Merger shall continue in full force and effect as the Articles of Incorporation of Hologravure Diffusion International, Inc. as the surviving corporation, and shall not be changed or amended by the Merger.

(7) Hologravure Diffusion International, Inc. reserves the right and power, after the effective date of the Merger, to alter, amend, change or repeal the provisions contained in its Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred on officers, directors or shareholders herein are subject to such reservation.

(8) The Bylaws of Hologravure Diffusion International, Inc., as such Bylaws exist on the effective date of the Merger, shall remain and be the Bylaws of Hologravure Diffusion International, Inc. as the surviving corporation until altered, amended or repealed, or until new Bylaws shall be adopted in accordance with the provisions thereof, the Articles of Incorporation, or in the manner permitted by the applicable provisions of law.

(9) The effective date of the Merger shall be the date and time of the filing of the Articles of Merger in the offices of the Secretary of State of Texas and the Secretary of State of Nevada.

**SIXTH:** The surviving corporation shall be Hologravure Diffusion International, Inc., organized under the laws of the State of Texas, and the registered office of the surviving corporation is to be located at 8304 Esters Boulevard, Suite 840, Irving, Texas 75063.

**SEVENTH:** Triad Technologies International, Inc., by the following resolutions of its Board of Directors, duly adopted or ratified by written consent, determined to merge itself into the said Hologravure Diffusion International, Inc. as of the effective date as herein set forth:

**RESOLVED,** that the Board of Directors hereby determines that the merger of the Corporation with Hologravure Diffusion International, Inc., a wholly-owned subsidiary of Triad Technologies, Ltd. incorporated under the laws of the State of Texas, upon the terms set forth in the Plan of Merger

submitted to the Board, a copy of which is attached hereto, is in the best interest of the Corporation; and it is

**RESOLVED FURTHER**, that the form and contents of the draft of the Plan of Merger to be entered into between the Corporation and Hologravure Diffusion International, Inc. presented to this meeting is hereby approved and adopted; and it is

**RESOLVED FURTHER**, that the said Hologravure Diffusion International, Inc. shall survive the Merger, and shall assume all of the liabilities and obligations of this Corporation; and it is

**RESOLVED FURTHER**, that the proper officers of the Corporation are authorized and directed on behalf of the Corporation to execute the Articles of Merger with the Plan of Merger (hereinafter referred to as "Articles of Merger") in the form or in substantially the form of the draft thereof presented to this meeting, with such changes as the aforesaid officers may approve, their execution thereof to be conclusive evidence of such approval; and it is

**RESOLVED FURTHER**, that upon due approval of the Articles of Merger by the sole shareholder of this Corporation that the proper officers of this Corporation be and hereby are authorized to file the Articles of Merger with the Secretaries of State of the States of Texas and Nevada and such other certificates or documents as may be necessary or desirable to effectuate the Merger; and it is

**RESOLVED FURTHER**, that the effective date of the aforesaid Merger shall be the date and time of the filing of the Articles of Merger in the offices of the Secretaries of State of the States of Texas and Nevada; and it is

**RESOLVED FURTHER**, that the proper officers of this Corporation are hereby authorized and directed to do all acts and to take all action as may be necessary or desirable in order to effect said Merger and the intent of the resolutions herein set forth.

**EIGHTH:** Hologravure Diffusion International, Inc., by the following resolutions of its Board of Directors, duly adopted or ratified by written consent, determined to merge the said Triad Technologies International, Inc. into itself as of the effective date as herein set forth:

**RESOLVED**, that the Board of Directors hereby determines that the merger of the Corporation with Triad Technologies International, Inc., a wholly-owned subsidiary of Triad Technologies, Ltd. incorporated under the laws of the State of Nevada, upon the terms set forth in the Plan of Merger submitted to the Board, a copy of which is attached hereto, is in the best interest of the Corporation; and it is

**RESOLVED FURTHER**, that the form and contents of the draft of the Plan of Merger to be entered into between the Corporation and Triad Technologies International, Inc. presented to this meeting is hereby approved and adopted; and it is

**RESOLVED FURTHER**, that the Corporation shall survive the Merger, and shall assume all of the liabilities and obligations of Triad Technologies International, Inc.; and it is

**RESOLVED FURTHER**, that the proper officers of the Corporation are authorized and directed on behalf of the Corporation to execute the Articles of Merger with the Plan of Merger (hereinafter referred to as "Articles of Merger") in the form or substantially the form of the draft thereof presented to this meeting, with such changes as the aforesaid officers may approve, their execution thereof to be conclusive evidence of such approval; and it is

**RESOLVED FURTHER**, that upon due approval of the Articles of Merger by the sole shareholder of this Corporation that the proper officers of this Corporation be and hereby are authorized to file the Articles of Merger with the Secretaries of State of the States of Texas and Nevada and such other certificates or documents as may be necessary or desirable to effectuate the Merger; and it is

**RESOLVED FURTHER**, that the effective date of the aforesaid Merger shall be the date and time of the filing of the Articles of Merger in the offices of the Secretaries of State of the States of Texas and Nevada; and it is

**RESOLVED FURTHER**, that the proper officers of this Corporation are hereby authorized and directed to do all acts and to take all action as may be necessary or desirable in order to effect said Merger and the intent of the resolutions herein set forth.

**NINTH:** The Articles of Incorporation of Hologravure Diffusion International, Inc. as in effect on the effective date of the Merger shall continue in full force and effect as the Articles of Incorporation of Hologravure Diffusion International, Inc. as the surviving corporation, and shall not be changed or amended by the Merger.

**TENTH:** The Articles of Merger shall be effective as of the date and time of its filing in the office of the Secretary of State of the State of Texas and the office of the Secretary of State of the State of Nevada.

**ELEVENTH:** Hologravure Diffusion International, Inc., the surviving corporation, agrees that the Secretary of State of Nevada may send copies of process to its registered office at 8304 Esters Boulevard, Suite 840, Irving, Texas 75063.

**TWELFTH:** The Articles of Merger are on file at the principal place of business of Hoiogravure Diffusion International, Inc., the surviving corporation, located at 8304 Esters Boulevard, Suite 840, Irving, Texas 75063, and a copy of said Articles of Merger will be furnished by Hologravure Diffusion International, Inc., on request and without cost, to any shareholder of Triad Technologies International, Inc.

**THIRTEENTH:** The Articles of Merger and the Merger may be terminated and abandoned by resolutions of the Board of Directors of Triad Technologies International, Inc. and of Hologravure Diffusion International, Inc. prior to the Merger becoming effective. In the event of the termination and the abandonment of the Articles of Merger and the Merger pursuant to the foregoing provisions of this paragraph, the Articles of Merger shall become void and of no further effect without any liability on the part of the Corporations or their shareholders or the respective directors or officers thereof.


**FOURTEENTH:** TRIAD TECHNOLOGIES INTERNATIONAL, INC., the merging corporation, agrees that the Secretary of State of Nevada may send copies of process to 8304 Esters Boulevard, Suite 840, Irving, Texas 75063.



IN WITNESS WHEREOF, Hologravure Diffusion International, Inc. and Triad Technologies International, Inc. have executed the Articles of Merger in accordance with Article 5.04 of the Texas Business Corporation Act of the State of Texas and Section 78.458 of the General Corporation Law of the State of Nevada, this 25th day of July, 1994.

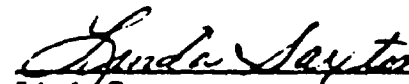
**HOLOGRAVURE DIFFUSION  
INTERNATIONAL, INC.,  
A Texas Corporation**

By:   
Reginald L. Saxton  
President and Chief Executive Officer

By:   
Linda Saxton  
Secretary

**TRIAD TECHNOLOGIES INTERNATIONAL, INC.,  
A Nevada Corporation**

By:   
Reginald L. Saxton  
President and Chief Executive Officer

By:   
Linda Saxton  
Secretary

STATE OF TEXAS

COUNTY OF Dallas

§  
§  
§

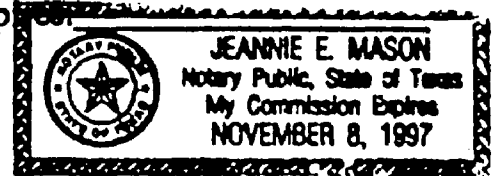
The undersigned, a Notary Public, does hereby certify that on the 25th day of July, 1994, personally appeared before me REGINALD L. SAXTON, who, being by me duly sworn, declared that he is the person who signed the foregoing document as President and Chief Executive Officer of HOLOGRAVURE DIFFUSION INTERNATIONAL, INC., a Texas corporation, and that the statements therein contained are true.

*Jeannie E. Mason*

Name (Print): JEANNIE E. MASON

Notary Public, State of Texas

My Commission Expires:



STATE OF TEXAS

COUNTY OF Dallas

§  
§  
§

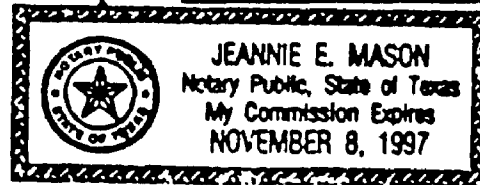
The undersigned, a Notary Public, does hereby certify that on the 25th day of July, 1994, personally appeared before me LINDA C. SAXTON, who, being by me duly sworn, declared that she is the person who signed the foregoing document as Secretary of HOLOGRAVURE DIFFUSION INTERNATIONAL, INC., a Texas corporation, and that the statements therein contained are true.

*Jeannie E. Mason*

Name (Print): JEANNIE E. MASON

Notary Public, State of Texas

My Commission Expires:



RECEIVED

JUL 27 1994

1:30 NK  
Secretary of State

TRADEMARK

REEL: 1815-FRAME: 0462



# The State of Texas

SECRETARY OF STATE

## CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

TRIAD TECHNOLOGIES INTERNATIONAL, INC.

a Nevada corporation

WITH

HOLOGRAVURE DIFFUSION INTERNATIONAL, INC.

a Texas corporation

have been received in this office and are found to conform to law.

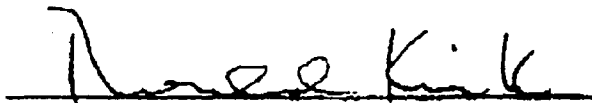
ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Dated: July 28, 1994

Effective: July 28, 1994



drm

  
Secretary of State

TOTAL P.02

000098

TRADEMARK

REEL: 1815 FRAME: 0463

RECORDED: 10/20/1998