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To the Honorable Commissioner of Patents and Trademarks

its or copy thereof.

1. Name of conveying party(ies):

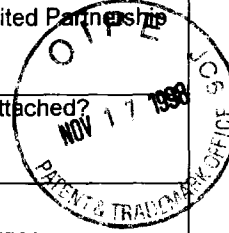
11-17-98

GLOBAL MEDIA eXchange, INC.

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

Additional name(s) of conveying party(ies) attached?

- Yes
- No



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

Name: PELLEGRINO ENTERTAINMENT GROUP, INC.

Internal Address: Suite 5A,

Street Address: 1674 Broadway

City: New York State: New York ZIP: 10019

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - New Jersey
- 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

3. Nature of conveyance:

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

Execution Date: December 31, 1997

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

A. Trademark Application No.(s)

Serial No. 75/019614

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Stephen J. Jeffries, Esq.

Internal Address: Gadsby & Hannah LLP

Street Address: Suite 700

1747 Pennsylvania Avenue, N.W.

City: Washington State: D.C. ZIP: 20006

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:

Gadsby & Hannah LLP Account No. 07-0035

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

DO NOT USE THIS SPACE

11/19/1998 JHM/RAZ 0000058 75019614

01 FC:481

40.00 EP

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.

Stephen J. Jeffries

Name of Person Signing

[Signature]

Signature

11/17/1998

Date

Total number of pages comprising cover sheet:

1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget paperwork Reduction Project (0651-0011).

Articles of Merger

ARTICLES OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELLEGRINO ENTERTAINMENT GROUP, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to the NEW JERSEY Business Corporation Act for the purpose of merging GLOBAL MEDIA eXchange, INC., a NEW JERSEY corporation, with and into PELLEGRINO ENTERTAINMENT GROUP, INC., a NEW JERSEY corporation.

1. The name of each of the undersigned corporations and the State in which each is incorporated are as follows:

| Name of Corporation ----- | State of Incorporation ----- |
|--------------------------------------|---------------------------------|
| PELLEGRINO ENTERTAINMENT GROUP, INC. | NEW JERSEY |
| GLOBAL MEDIA EXCHANGE, INC. | NEW JERSEY |

2. The name which the Surviving Corporation is to have after the merger will be "PELLEGRINO ENTERTAINMENT GROUP, INC."

3. This merger is permitted under the laws of the State of NEW JERSEY. GLOBAL MEDIA eXchange, INC. and PELLEGRINO ENTERTAINMENT GROUP, INC. have complied with the applicable provisions of the laws of the State of NEW JERSEY.

4. The AGREEMENT AND PLAN OF MERGER OF GLOBAL MEDIA eXchange, INC. AND PELLEGRINO ENTERTAINMENT GROUP, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit 1 attached hereto and incorporated herein by reference.

5. The Board of Directors of PELLEGRINO ENTERTAINMENT GROUP, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent as of December 31, 1997, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of GLOBAL MEDIA eXchange, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on December 31, 1997, and directed that such document be submitted to a vote of its shareholders. The shareholders of PELLEGRINO ENTERTAINMENT GROUP, INC. and GLOBAL MEDIA eXchange, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on December 31, 1997, in the manner prescribed by law.

FARAGANO & RICHTER, P.C.
Attorneys at Law
75 CLAREMONT ROAD
FIRST FLOOR
BERNARDSVILLE, NJ 07924
(908) 221-0053

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

| Name of Corporation | Number of Shares Outstanding | Number of Shares Entitled to Vote |
|-------------------------------------|--|-----------------------------------|
| PELEGRINO ENTERTAINMENT GROUP, INC. | 200 shares of no par value common stock ("PELEGRINO Common") | 200 |
| GLOBAL MEDIA eXchange, INC. | 100 shares of No par value common stock ("GLOBAL Common") | 100 |

There were no shares of PELEGRINO ENTERTAINMENT GROUP, INC. or GLOBAL MEDIA eXchange, INC. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

| Name of Corporation | Total Shares Voted For | Total Voted Against |
|-------------------------------------|------------------------|---------------------|
| PELEGRINO ENTERTAINMENT GROUP, INC. | 200 PELEGRINO Common | -0- |
| GLOBAL MEDIA eXchange, INC. | 100 GLOBAL Common | -0- |

8. The Charter of PELEGRINO ENTERTAINMENT GROUP, INC. will not be amended in conjunction with this merger.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective at 11:30 p.m., on December 31, 1997 pursuant to the NEW JERSEY Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary (or Assistant Secretary) of PELLEGRINO ENTERTAINMENT GROUP, INC. and by the President and Secretary (or Assistant Secretary) of GLOBAL MEDIA eXchange, INC., each thereunto duly authorized, as of the 31st day of December, 1997.

PELLEGRINO ENTERTAINMENT GROUP, INC.

By: *Vincent Pellegrino*
Vincent Pellegrino
President

{CORPORATE SEAL}

ATTEST:

Barbara Pellegrino
Barbara Pellegrino, Secretary

GLOBAL MEDIA eXchange, INC.

By: *Vincent Pellegrino*
Vincent Pellegrino
President

{CORPORATE SEAL}

ATTEST:

Barbara Pellegrino
Barbara Pellegrino, Assistant Secretary

AGREEMENT AND PLAN OF MERGER OF
GLOBAL MEDIA EXCHANGE, INC.
WITH AND INTO
PELEGRINO ENTERTAINMENT GROUP, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 31, 1997, by and between **GLOBAL MEDIA eXchange, INC. ("GLOBAL")**, a corporation organized and existing under the laws of the State of **NEW JERSEY** (**GLOBAL** being hereinafter sometimes referred to as the "Merging Corporation") and **PELEGRINO ENTERTAINMENT GROUP, INC. ("PELEGRINO")**, a corporation organized and existing under the laws of the State of **NEW JERSEY** (**PELEGRINO** being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that **GLOBAL** be merged with and into **PELEGRINO**, with **PELEGRINO** being the Surviving Corporation, under and pursuant to the laws of the State of **NEW JERSEY** and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
MERGER

1.1 **GLOBAL** shall be merged with and into **PELEGRINO** in accordance with the laws of the State of **NEW JERSEY**. The separate corporate existence of **GLOBAL** shall thereby cease, and **PELEGRINO** shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "**PELEGRINO ENTERTAINMENT GROUP, INC.**"

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the **NEW JERSEY** Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II
TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:30 p.m., on December 31, 1997, pursuant to the **NEW JERSEY** Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action(s) as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III
CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of **PELLEGRINO**, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of **PELLEGRINO**, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in

accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of **PELLEGRINO** immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of **NEW JERSEY** and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV **CONVERSION OF SHARES**

4.1 The Surviving Corporation presently has issued and outstanding two hundred (200) shares of no par value common stock ("**PELLEGRINO** Common") which shares of Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued and outstanding one hundred (100) shares of no par value common stock ("**GLOBAL** Common").

4.3 At the Effective Time, such issued and outstanding share of **GLOBAL** Common shall be converted into one (1) share of **PELLEGRINO** Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of **GLOBAL** Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, one (1) share of **PELLEGRINO** Common. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented **GLOBAL** Common shall be deemed and treated for all corporate purposes to represent the ownership of one (1) share of **PELLEGRINO**. No other cash, shares, securities or obligations will be distributed or issued upon conversion of **GLOBAL** Common.

ARTICLE V **MISCELLANEOUS**

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of **NEW JERSEY** of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of GLOBAL and PELLEGRINO dissenting to the Agreement and Plan shall be entitled, pursuant to NEW JERSEY Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

PELLEGRINO ENTERTAINMENT GROUP, INC.

By: *Vincent Pellegrino*
Vincent Pellegrino, President

{CORPORATE SEAL}
ATTEST:

Barbara Pellegrino
Barbara Pellegrino, Secretary

GLOBAL MEDIA exchange, INC.

By: *Vincent Pellegrino*
Vincent Pellegrino, President

{CORPORATE SEAL}
ATTEST:

Barbara Pellegrino
Barbara Pellegrino, Assistant Secretary

PELEGRINO ENTERTAINMENT GROUP, INC.

**UNANIMOUS WRITTEN CONSENT TO INFORMAL ACTION
BY THE BOARD OF DIRECTORS**

The undersigned, being all of the members of the Board of Directors of **PELEGRINO ENTERTAINMENT GROUP, INC.**, a **NEW JERSEY** corporation (the "Corporation"), pursuant to the **NEW JERSEY** Business Corporation Act, do hereby waive any and all requirements for the holding of a meeting of the Board of Directors of the Corporation and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with Global Media eXchange, Inc.

WHEREAS, in the opinion of this Board of Directors, it is advisable and in the best interests of the Corporation and its shareholders that Global Media eXchange, Inc. be merged with and into the Corporation pursuant to the provisions of the **NEW JERSEY** Business Corporation Act; and

WHEREAS, the merger would be carried out in accordance with the terms and provisions of the **AGREEMENT AND PLAN OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELEGRINO ENTERTAINMENT GROUP, INC.** (the "**AGREEMENT AND PLAN OF MERGER**"), a copy of which is attached hereto as Exhibit 1 and hereby made a part hereof; and

NOW, THEREFORE, BE IT RESOLVED, that the **AGREEMENT AND PLAN OF MERGER** be, and the same hereby is, approved and adopted; and **FURTHER RESOLVED**, that the **ARTICLES OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELEGRINO ENTERTAINMENT GROUP, INC.** (the "**ARTICLES OF MERGER**"), a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof, be and the same hereby are, approved and adopted; and

FURTHER RESOLVED, that the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER** be submitted to the shareholders of the Corporation to be approved and adopted; and

FURTHER RESOLVED, that upon such approval and adoption by the shareholders, the proper officers of the Corporation be, and they hereby are, authorized and directed to execute the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER**; and

FURTHER RESOLVED, that upon such approval and adoption by the shareholders, the proper officers of the Corporation be, and they hereby are, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees, expenses and charges as they, or any of them, may deem necessary of appropriate to effectuate the **AGREEMENT AND PLAN OF MERGER** and the full intent and purposes thereof.

The undersigned, being all of the Directors of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Directors have hereunto set their hands and seals as of this 31st day of December, 1997.

DIRECTORS:



Vincent Pellegrino {SEAL}



Barbara Pellegrino {SEAL}

PELEGRINO ENTERTAINMENT GROUP, INC.

UNANIMOUS WRITTEN CONSENT TO INFORMAL ACTION BY THE SHAREHOLDERS

The undersigned, being all of the shareholders of **PELEGRINO ENTERTAINMENT GROUP, INC.**, a **NEW JERSEY** corporation (the "Corporation"), pursuant to the provisions of Section 55-7-04 of the **NEW JERSEY** Business Corporation Act, do hereby waive any and all requirements for the holding of a meeting of the shareholders, do hereby waive any and all requirements for notice that dissenting shareholders are entitled to be paid the fair value for shares of the Corporation's stock pursuant to the **NEW JERSEY** Business Corporation Act and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with Global Media eXchange, Inc.

WHEREAS, in the opinion of the Board of Directors of the Corporation, it is advisable and in the best interest of the Corporation that Global Media eXchange, Inc. be merged with and into the Corporation pursuant to the provisions of the **NEW JERSEY** Business Corporation Act; and

WHEREAS, the merger would be carried out in accordance with the terms and provisions of the **AGREEMENT AND PLAN OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELEGRINO ENTERTAINMENT GROUP, INC.** (the "**AGREEMENT AND PLAN OF MERGER**"), a copy of which is attached hereto as Exhibit 1 and hereby made a part hereof; and

WHEREAS, the Board of Directors of the Corporation has approved and adopted the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELEGRINO ENTERTAINMENT GROUP, INC.** (the "**ARTICLES OF MERGER**"), a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof, and have submitted the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER** to the shareholders to be approved and adopted; and

WHEREAS, in the opinion of the shareholders of the Corporation, it is advisable and in the best interest of the shareholders and the Corporation that Global Media eXchange, Inc. be merged with and into the Corporation.

NOW THEREFORE, BE IT RESOLVED, that the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER**, as approved and adopted by the Board of Directors of the Corporation, be, and the same hereby are, approved and adopted; and

FURTHER RESOLVED, that the undersigned shareholders do hereby waive and relinquish any and all rights of dissenting shareholders provided by the **NEW JERSEY** Business Corporation Act; and

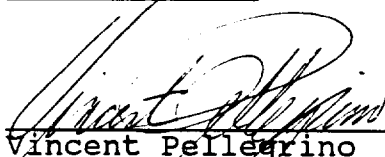
FURTHER RESOLVED, that the appropriate officers of the Corporation be, and they hereby are, authorized and directed to execute and file the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER in accordance with the **NEW JERSEY** Business Corporation Act; and

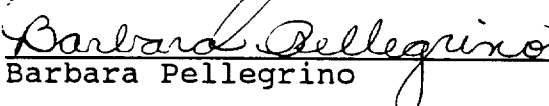
FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and directed to do such acts and things and to execute such documents, agreements, and certificates in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates when executed, and to take all such other action, with any such person as is necessary to effectuate the merger, and to pay all filing fees and other fees, expenses and charges as they, or any of them, may deem necessary or appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof.

The undersigned, being all of the shareholders of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the shareholders of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation.

IN WITNESS WHEREOF, the undersigned shareholders have hereunto set their hands and seals as of this 31st day of December, 1997.

SHAREHOLDERS:

 _____ {SEAL}
Vincent Pellegrino

 _____ {SEAL}
Barbara Pellegrino

Global Media eXchange, INC.

UNANIMOUS WRITTEN CONSENT TO INFORMAL ACTION BY THE BOARD OF DIRECTORS

The undersigned, being all of the members of the Board of Directors of GLOBAL MEDIA eXchange, INC., a NEW JERSEY corporation (the "Corporation"), pursuant to the provisions of the NEW JERSEY Business Corporation Act, do hereby waive any and all requirements for the holding of a meeting of the Board of Directors of the Corporation and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with Pellegrino Entertainment Group, Inc.

WHEREAS, in the opinion of this Board of Directors, it is advisable and in the best interests of the Corporation and its shareholders that the Corporation be merged with and into Pellegrino Entertainment Group, Inc. pursuant to the provisions of the NEW JERSEY Business Corporation Act; and

WHEREAS, the merger would be carried out in accordance with the terms and provisions of the AGREEMENT AND PLAN OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELLEGRINO ENTERTAINMENT GROUP, INC. (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto as Exhibit 1 and hereby made a part hereof; and

NOW, THEREFORE, BE IT RESOLVED, that the AGREEMENT AND PLAN OF MERGER be, and the same hereby is, approved and adopted; and

FURTHER RESOLVED, that the ARTICLES OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELLEGRINO ENTERTAINMENT GROUP, INC. (the "ARTICLES OF MERGER"), a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof, be, and the same hereby are, approved and adopted; and

FURTHER RESOLVED, that the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER be submitted to the shareholders of the Corporation to be approved and adopted; and

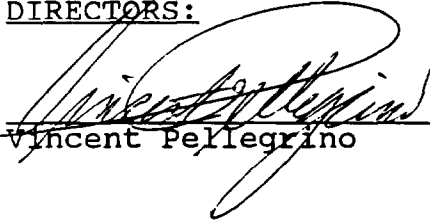
FURTHER RESOLVED, that upon such approval and adoption by the shareholders, the proper officers of the Corporation be, and they hereby are, authorized and directed to execute the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER; and

FURTHER RESOLVED, that upon such approval and adoption by the shareholders, the proper officers of the Corporation be, and they hereby are, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees, expenses and charges as they, or any of them, may deem necessary of appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof.

The undersigned, being all of the Directors of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Directors have hereunto set their hands and seals on this 31st day of December, 1997.

DIRECTORS:



Vincent Pellegrino

{SEAL}

GLOBAL MEDIA eXchange, INC.

UNANIMOUS WRITTEN CONSENT TO INFORMAL ACTION BY THE SHAREHOLDERS

The undersigned, being all of the shareholders of **GLOBAL MEDIA eXchange, INC.**, a **NEW JERSEY** corporation (the "Corporation"), pursuant to the provisions of the **NEW JERSEY** Business Corporation Act, do hereby waive any and all requirements for the holding of a meeting of the shareholders, do hereby waive any and all requirements for notice that dissenting shareholders are entitled to be paid the fair value for shares of the Corporation's stock pursuant to the **NEW JERSEY** Business Corporation Act and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with Pellegrino Entertainment Group, Inc.

WHEREAS, in the opinion of the Board of Directors of the Corporation, it is advisable and in the best interest of the Corporation that the Corporation be merged with and into Pellegrino Entertainment Group, Inc. pursuant to the provisions of the **NEW JERSEY** Business Corporation Act; and

WHEREAS, the merger would be carried out in accordance with the terms and provisions of the **AGREEMENT AND PLAN OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELLEGRINO ENTERTAINMENT GROUP, INC.** (the "**AGREEMENT AND PLAN OF MERGER**"), a copy of which is attached hereto as Exhibit 1 and hereby made a part hereof; and

WHEREAS, the Board of Directors of the Corporation has approved and adopted the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER OF GLOBAL MEDIA eXchange, INC. WITH AND INTO PELLEGRINO ENTERTAINMENT GROUP, INC.** (the "**ARTICLES OF MERGER**"), a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof, and have submitted the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER** to the shareholders to be approved and adopted; and

WHEREAS, in the opinion of the shareholders of the Corporation, it is advisable and in the best interest of the shareholders and the Corporation that the Corporation be merged with and into the Pellegrino Entertainment Group, Inc.

NOW THEREFORE, BE IT RESOLVED, that the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER**, as approved and adopted by the Board of Directors of the Corporation, be, and the same hereby are, approved and adopted; and

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Application of :
:
Pellegrino Entertainment Group, Inc. :
(by assignment from Global :
Media eXCHANGE, Inc.) :
:
Serial No.: 75/019,614 :
:
Mark: **THE WEB JUST GOT BETTER** :
:
Mailing Date of Notice :
of Allowance: November 19, 1996 :
:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

POWER OF ATTORNEY

Applicant hereby appoints Carol L. B. Matthews, Paul F. Kilmer, Stephen J. Jeffries, and Thomas W. Brooke, all members of the Bar of the District of Columbia, and Gadsby & Hannah LLP, and all having an address at 1747 Pennsylvania Avenue, N.W., Suite 700, Washington, D. C. 20006, with full power of substitution and revocation, to represent it in all proceedings affecting the mark and registration which may arise in the Patent and Trademark Office hereafter.

Respectfully submitted,

PELEGRINO ENTERTAINMENT GROUP, INC.

By: 

Vincent D. Paragano

Title: Assistant Vice President and General Counsel

Date: 11-16-98

{W0014025.DOC;1}