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12-15-1998



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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 PTC Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
12-11-98

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name: NILES AUDIO CORPORATION, INC. Execution Date: 12-10-98

Formerly: _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: Florida

Receiving Party

Mark if additional names of receiving parties attached

Name: THE AUDIO GROUP, INC.

Address (line 1): 12331 SW 130 street 415E

City: Miami State/Country: Florida Zip Code: 33186

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: Florida

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.)

12/31/1998 DNGUYEN 00000126 75427902

01 FC:481 40.00 OP
02 FC:482 375.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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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)

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.

IVAN ZUCKERMAN, President



December 10, 1998

Name of Person Signing

Signature

Date Signed



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 11, 1998

Capital Connection, Inc.
417 E. Virginia St.
Suite 1
Tallahassee, FL 32302

Re: Document Number F71673

The Articles of Merger were filed December 11, 1998, for THE AUDIO GROUP, INC., the surviving Florida corporation.

Should you have any further questions concerning this matter, please feel free to call (850) 487-6050, the Amendment Filing Section.

Annette Ramsey
Corporate Specialist
Division of Corporations

Letter Number: 098A00058627

FILED
98 DEC 11 PM 1:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
NILES AUDIO CORPORATION, INC.,
into
THE AUDIO GROUP, INC.,

Pursuant to the provisions of Section 607.1105 Florida Statutes, these Articles of Merger provide that:

1. Niles Audio Corporation, Inc., a Florida corporation, shall be merged with and into The Audio Group, Inc., a Florida corporation, which shall be the surviving corporation.
2. The Plan and Agreement of Merger, attached hereto as Exhibit "A" and incorporated herein by reference, was adopted by the directors and shareholders of The Audio Group, Inc., by written consent dated December 7, 1998, and by the directors and shareholders of Niles Audio Corporation, Inc., by written consent dated December 7, 1998.
3. The merger, which was approved by both corporations by unanimous consent, shall become effective on the day the Articles of Merger has been filed by the Secretary of State of Florida.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the constituent corporations by their authorized officers as of December 9, 1998.

The Audio Group, Inc., a Florida corporation

By: Ivan Zuckerman
Ivan Zuckerman, President

Attest: Janice Kay Zuckerman
Janice Kay Zuckerman, Secretary

Niles Audio Corporation, Inc., a Florida corporation

By: [Signature]
Ivan Zuckerman, President

Attest: [Signature]
Janice Kay Zuckerman, Secretary

STATE OF FLORIDA)
) :ss
COUNTY OF MIAMI-DADE)

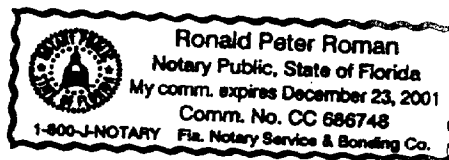
The foregoing instrument was acknowledged before me this 9th day of December, 1998 by Ivan Zuckerman and Janice Kay Zuckerman, as President and Secretary, of Niles Audio Corporation, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, STATE OF FLORIDA

Print Name: _____

My Commission Expires:

STATE OF FLORIDA)
) :ss
COUNTY OF MIAMI-DADE)

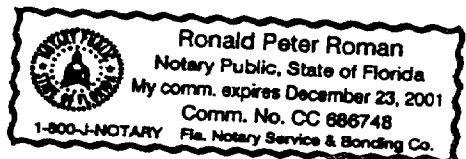


The foregoing instrument was acknowledged before me this 9th day of December, 1998 by Ivan Zuckerman and Janice Kay Zuckerman, as President and Secretary, of The Audio Group, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, STATE OF FLORIDA

Print Name: _____

My Commission Expires:



PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Plan") is made this 7th day of December, 1998, by and between Niles Audio Corporation, Inc., a Florida corporation, and The Audio Group, Inc., a Florida corporation, said corporations hereinafter collectively referred to as "Constituent Corporations. "

WITNESSETH:

WHEREAS, Niles Audio Corporation, Inc., was duly incorporated in the State of Florida and has authorized capital stock of One Thousand (1,000) shares (\$1.00 par value per share) of common stock (all of which are entitled to vote), and of which Five Hundred (500) shares of the common voting stock are duly issued and outstanding; and

WHEREAS, The Audio Group, Inc., was duly incorporated in the State of Florida and has authorized capital stock of One Thousand (1,000) shares (\$1.00 par value per share) of common stock (all of which are entitled to vote), and of which Four Hundred (400) shares of common voting stock are duly issued and outstanding; and

WHEREAS, the respective Boards of Directors and Shareholders of the Constituent Corporations deem it advisable and to their advantage, welfare and best interest to enter into this Plan, and have adopted Resolutions on December 7, 1998, which provide that pursuant to the provisions of the Florida Business Corporation Act of the State of Florida, Niles Audio Corporation, Inc. (the "Merging Corporation"), be merged with and into The Audio Group, Inc. (the "Surviving Corporation"), in order to combine the assets and business of the Constituent Corporations for the purposes of (i) simplification of business records and tax paperwork, (ii) elimination of duplicate work and expenses in administration and accounting, (iii) granting of credit

facilities by financial lenders and (iv) to achieve a more efficient operation having greater resources in the conduct of their business.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Corporations have agreed, and do hereby agree, to merge upon the terms and conditions set forth hereinbelow:

1. **RECITALS.** The recitals hereinabove are true and correct and are incorporated herein.

2. **AGREEMENT TO MERGE.** The Constituent Corporations hereby agree that upon the "Effective Date", as hereinafter defined, the Merging Corporation shall be merged into the Surviving Corporation, and the Surviving Corporation shall succeed to all of the rights, privileges, immunities and franchises, and all of the properties, real, personal and mixed, of the Merging Corporation, without the necessity of any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all of the liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the merger.

3. **NAME OF MERGED CORPORATION.** The name of the Surviving Corporation shall continue to be: The Audio Group, Inc.

4. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of the Surviving Corporation upon the Effective Date of the merger will be the Articles of Incorporation of said Surviving Corporation and shall continue in full force and effect.

5. **BYLAWS.** The Bylaws of the Surviving Corporation upon the Effective Date of the merger will be the Bylaws of said Surviving Corporation and will continue in full force and effect.

6. **DIRECTORS AND OFFICERS.** The directors and officers in office of the Surviving Corporation upon the Effective Date of the merger shall continue as the Directors and Officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation .

7. **MODE OF EFFECTING MERGER.** The mode of carrying said merger into effect, and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation, shall be as follows:

Since all the shares of the issued and outstanding capital stock of the Merging Corporation and of the Surviving Corporation are presently owned by the same shareholders in the same percentages, no additional shares need be issued by the Surviving Corporation to reflect the ownership interest of the shareholders after the Effective Date. Upon the Effective Date of the merger, each shareholder of the Merging Corporation shall surrender his or her certificate or certificates to the Surviving Corporation and such certificate or certificates shall be canceled. The then issued and outstanding shares of the Surviving Corporation owned by the shareholders shall continue thereafter to constitute all of the issued and outstanding stock in such Surviving Corporation.

8. **ADOPTION OF PLAN.** Pursuant to the applicable statutory provisions of the State of Florida, the within merger has been approved by all the shareholders and all of the directors of the Surviving Corporation and by all of the shareholders and all of the directors of the Merging Corporation.

9. **EXECUTION OF DOCUMENTS.** In the event that the merger of the Merging Corporation with and into the Surviving Corporation shall have been fully authorized in accordance with the provisions of the Florida Business Corporation Act of the State of Florida, the Merging Corporation and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

10. **AUTHORIZATION OF DIRECTORS AND OFFICERS.** The Board of Directors and the proper officers of the Merging Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

11. **EFFECTIVE DATE.** This plan shall become effective on the day that the Articles of Merger has been filed by Secretary of State of Florida. The term "Effective Date", wherever used in this Plan, shall mean the Effective Date herein described. Neither of the Constituent Corporations shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Constituent Corporations may take any and all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

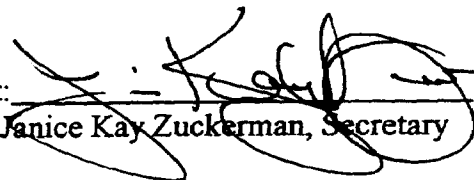
12. **RIGHT TO ABANDON MERGER.** The Board of Directors of each of the Constituent Corporations shall have the power in its discretion to abandon the merger provided for herein prior to the Effective Date.

IN WITNESS WHEREOF, the Constituent Corporations have caused their respective corporate names to be signed hereto, by their respective presidents and secretaries, thereunto duly authorized by the respective Board of Directors and shareholders of the Constituent Corporations.

MERGING CORPORATION:


Niles Audio Corporation, Inc.

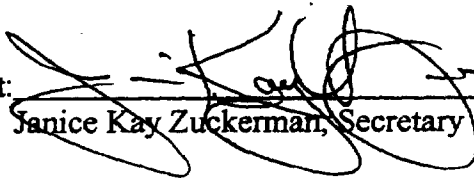
By: 
Ivan Zuckerman, President

Attest: 
Janice Kay Zuckerman, Secretary
(Corporate Seal)

SURVIVING CORPORATION:

The Audio Group, Inc.

By: 
Ivan Zuckerman, President

Attest: 
Janice Kay Zuckerman, Secretary
(Corporate Seal)