

03-12-1999



FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

1-31-92

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Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

MAR 3-8-99

1. Name of conveying Party(ies):

HI-TECH RESOURCES, INC.

- Individual(s)
- General Partnership
- Corporation-State MARYLAND
- 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: JUNE 15, 1994

2. Name and Address of receiving Party(ies):

Name: HTR, INC.

Internal Address: _____

Street Address: 1209 ORANGE STREET

City: WILMINGTON State: DE Zip: 19901

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No
- Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,790,0751 (registered August 31, 1993)

Additional sheet attached? Yes No

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

Jacobson, Price, Holman & Stern
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. 11092/M3375

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 in case of underpayment

8. Deposit Account No.: 06-1358
(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.

MARSHA G. GENTNER
Name of Person Signing

Signature

March 4, 1999
Date

Total number of pages comprising cover sheet: 1

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APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND _____ AT _____ O'CLOCK _____ M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

IT IS HEREBY CERTIFIED THAT THE WITHIN INSTRUMENT TOGETHER WITH ALL ENDORSEMENTS THEREON HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

STATE OF MARYLAND	
	I hereby certify that this is a true and complete copy of the _____ page document on file in this office. DATED: <u>9-2-98</u> A 258923
	BY: <u>Alexander Squire</u> Custodian STATE DEPARTMENT OF ASSESSMENTS AND TAXATION RECORDED IN THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND IN THE R. 1000
This stamp replaces our previous certification system. Effective: 6/95	

ARTICLES OF MERGER

MERGING

HI-TECH RESOURCES, INC.,
a Corporation of the State of Maryland

INTO

HTR, INC.,
a Corporation of the State of Delaware

FIRST: HTR, Inc., a corporation incorporated on February 15, 1994 and organized and existing under the laws of the State of Delaware ("HTR Delaware"), and Hi-Tech Resources, Inc., a corporation organized and existing under the laws of the State of Maryland ("HTR Maryland"), agree that said HTR Maryland shall be merged into said HTR Delaware. The terms and conditions of the merger and the mode of carrying the same into effect are as set forth in the Agreement and Plan of Merger attached hereto as Exhibit A (the "Merger Agreement").

SECOND: The principal office of HTR Maryland is located in the County of Montgomery, State of Maryland.

THIRD: The location of the registered office of the surviving corporation in the State of Delaware, the state of its incorporation, is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, and the name and post office address of a resident agent of said surviving corporation in Maryland is The Corporation Trust, 32 South Street, Baltimore, Maryland 21202. Trust Incorporated

FOURTH: The terms and conditions of the merger transaction, as set forth in these Articles of Merger, were advised, authorized and approved by HTR Maryland, in the manner and by the vote required by its charter and the laws of Maryland. The manner in which the merger was approved is as follows:

The merger was (a) duly advised by the board of directors of HTR Maryland, by the adoption as of April 1, 1994 of a resolution declaring that the merger herein proposed was advisable substantially upon the terms and conditions set forth in the Merger Agreement, and directing that the proposed merger be submitted for action thereon at a meeting of the stockholders of said corporation, and (b) duly approved by the stockholders of said corporation in the manner and by the vote required by law at the said meeting of the stockholders held as of April 5, 1994, by the unanimous affirmative vote of the holders of all shares of each class of stock entitled to vote thereon.

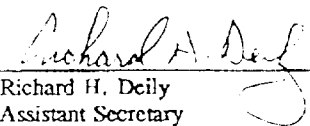
FIFTH: The terms and conditions of the transaction as set forth in these Articles of Merger were duly advised and authorized and approved by HTR Delaware in the manner and by the vote required by the laws of the State of Delaware and by the charter of said corporation. The manner in which the merger was approved is as follows:

The merger was (a) duly advised by the board of directors of HTR Delaware, by the adoption as of April 1, 1994 of a resolution declaring that the merger herein proposed was advisable substantially upon the terms and conditions set forth in the Merger Agreement, and directing that the proposed merger be submitted for action thereon by the sole stockholder of said corporation, and (b) duly approved by the sole stockholder of said corporation in the manner and by the vote required by law as of June 15, 1994.

SIXTH: No other provisions are deemed by the merging corporations as necessary to effect the merger.

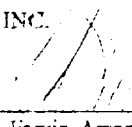
IN WITNESS WHEREOF, HTR Delaware and HTR Maryland, the corporations which are parties to the merger, have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by the President or Vice President of each corporation, and attested by the Secretary or Assistant Secretary of each corporation, as of the 15th day of June, 1994.

Attest:



Richard H. Deily
Assistant Secretary

HTR, INC.

By:


Farzin Arsanjani
President

THE UNDERSIGNED, Farzin Arsanjani, President of HTR, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.


Farzin Arsanjani

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Attest:

HI-TECH RESOURCES, INC.

Richard H. Deily
Richard H. Deily
Secretary

Farzin Arsanjani
Farzin Arsanjani
Vice President

THE UNDERSIGNED, Farzin Arsanjani, Vice President of Hi-Tech Resources, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

Farzin Arsanjani
Farzin Arsanjani

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Exhibit A

AGREEMENT AND PLAN OF MERGER OF HTR, INC., A DELAWARE CORPORATION AND HI-TECH RESOURCES, INC., A MARYLAND CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 15, 1994, (the "Agreement") is made between HTR, Inc., a Delaware corporation ("HTR Delaware") and Hi-Tech Resources, Inc., a Maryland corporation ("HTR Maryland"). HTR Delaware and HTR Maryland are sometimes referred to herein as the "Constituent Corporations"

RECITALS

A. HTR Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 22,000,000 shares, 20,000,000 of which are designated "Common Stock", \$.001 par value, and 2,000,000 of which are designated "Preferred Stock", \$.001 par value. As of June 15, 1994, no shares of Preferred Stock were issued or outstanding and 100 shares of Common Stock were issued and outstanding, all of which were held by HTR Maryland.

B. HTR Maryland is a corporation duly organized and existing under the laws of the State of Maryland and has an authorized capital of 10,000,000 shares, all of which are designated "Common Stock", \$.01 par value. As of June 15, 1994, 9,050,000 shares of Common Stock were issued and outstanding.

C. The Board of Directors of HTR Maryland has determined that, for the purpose of effecting the reincorporation of HTR Maryland in the State of Delaware, it is advisable and in the best interests of the shareholders of HTR Maryland that HTR Maryland merge with and into HTR Delaware (sometimes referred to as the "Surviving Corporation") upon the terms and conditions herein provided.

D. The respective Boards of Directors of HTR Delaware and HTR Maryland have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

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

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SIGNED AND SEALED THIS 15th DAY OF JUNE, 1994.

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1. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Maryland Corporation Act, HTR Maryland shall be merged with and into HTR Delaware (the "Merger") the separate existence of HTR Maryland shall cease.

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

(a) This Agreement and Plan of Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Maryland Corporation Act;

(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 Agreement and Plan of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of HTR Maryland shall cease, and HTR Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property, if any, as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and HTR Maryland's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of HTR Maryland in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of HTR Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of HTR Maryland in the same manner as if HTR Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Maryland Corporation Act.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of HTR Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

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THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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2.2 Bylaws. The Bylaws of HTR Delaware as in effect immediately prior to the Effective Date of the Merger 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.

2.3 Directors and Officers. The directors and officers of HTR Delaware immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

3. MANNER OF CONVERSION OF STOCK

3.1 HTR Maryland Common Shares. Upon the Effective Date of the Merger, each share of HTR Maryland Common Stock, \$.01 par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for 1.1695906 fully paid and non-assessable shares of Common Stock, \$.001 par value, of the Surviving Corporation.

3.2 HTR Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of HTR Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by HTR Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3 Exchange of Certificates.

(a) After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of HTR Maryland Common Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (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. Until so surrendered, each outstanding certificate theretofore representing shares of HTR Maryland 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 HTR Maryland Common Stock were converted in the Merger.

(b) The registered owner on the books and records of the Surviving Corporation 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 Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

(c) Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to restrictions on transferability as the certificates of HTR Maryland so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, and any other such additional legends as required by law or agreed upon by the holder and the Surviving Corporation.

(d) If any certificate for shares of stock of the Surviving Corporation is to be issued in a name other than that in which the certificate 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 in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws, and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or else establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4. GENERAL

4.1 Covenants of HTR Delaware. HTR Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of Maryland and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of the Maryland Corporation Act.

(b) File any and all documents with the Maryland Department of Assessments and Taxation necessary for the assumption by HTR Delaware of all of Maryland franchise tax liabilities of HTR Maryland.

(c) Take such other actions as may be required by the Maryland Corporation Act and the Delaware General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by HTR Delaware or by its successors or assigns, there shall be executed and delivered on behalf of HTR Maryland such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in, or conform of record or otherwise, by HTR Delaware the title to and possession of all the

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property, interests, assets, rights, privileges, immunities, powers, franchises and authority of HTR Maryland and otherwise to carry out the purposes of this Agreement, and the officers and directors of HTR Delaware are fully authorized in the name and on behalf of HTR Maryland or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 FIRPTA Notification.

(a) On or before the Effective Date of the Merger, HTR Maryland shall deliver to HTR Delaware, as agent for the shareholders of HTR Maryland, a properly executed statement in such form as reasonably requested by counsel for HTR Maryland and conforming to the requirements of Treasury Regulation Section 1.897-2(h)(1)(i) (the "Statement"). HTR Delaware shall, upon request, provide a copy thereof to any person that was a shareholder of HTR Maryland immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of HTR Maryland, (i) such shareholders shall be considered to have requested that the statement be delivered to HTR Delaware as their agent and (ii) HTR Delaware shall be considered to have received a copy of the Statement at the request of the shareholders of HTR Maryland for purposes of satisfying HTR Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) HTR Maryland shall deliver to the Internal Revenue Service a notice regarding the statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

(c) HTR Maryland hereby represents that it is not, and has not been at any time during the five year period preceding the Effective Date, a "United States real property holding corporation" as defined in Section 817 of the Internal Revenue Code of 1986, as amended.

4.4 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either HTR Maryland or of HTR Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of HTR Maryland or by the sole stockholder of HTR Delaware, or by both.

4.5 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/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 any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or

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change would adversely affect the holders of any class or series of capital stock of either Constituent Corporation.

4.6 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19901 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.7 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 6110 Executive Blvd., Suite 810, Rockville, Maryland 20852, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.8 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the appropriate merger provisions of the Maryland Corporation Act.

4.9 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, and all of which together shall constitute one and the same instrument.

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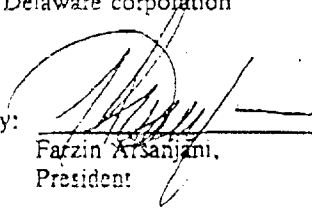
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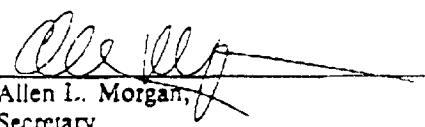
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IN WITNESS WHEREOF, this Agreement, having first been approved by the resolutions of the Board of Directors of HTR, Inc. and Hi-Tech Resources, Inc., is hereby executed on behalf of each of such two corporations and attested to by their respective officers thereunto duly authorized.

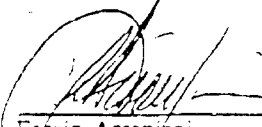
HTR, Inc.,
a Delaware corporation

By: 
Farzin Arsanjani,
President

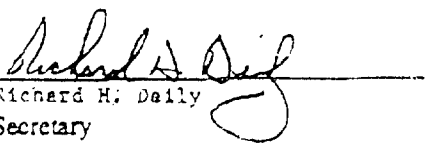
ATTEST:


Allen L. Morgan,
Secretary

Hi-Tech Resources, Inc.,
a Maryland corporation

By: 
Farzin Arsanjani,
Vice President

ATTEST:


Richard H. Daily
Secretary

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