

06-04-1999



To the Honorable Commissioner of Patents and Trademark

101024051

ments or copy thereof.

1. Name of conveying party(ies):

GANTEL CORPORATION

*MPD*  
*8-31-98*

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

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

Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other Sale of assets by virtue of Court Order as set forth in the Decl. of Vincent M. Dadamo, paragraph 8.
- Merger
- Change of Name

Execution Date: December 28, 1991 Order

Name: Decision Data Credit Corporation

Internal Address: 50 East Swedesford Road

Street Address: 50 East Swedesford Road

City Frazer State PA ZIP 19355

- 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  
(Designation must be a separate document from Assignment)

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)  
1,092,170

Additional numbers attached?  Yes  No

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

Name: Maria S. Cefalu, Esq.

Internal Address: Limbach & Limbach L.L.P.  
Street Address: 2001 Ferry Building  
City, State, ZIP: San Francisco, California 94111  
Telephone: (415) 433-4150  
Facsimile: (415) 433-8716

Attorney Docket No. QAN-100

6. Total number of applications and registrations involved: ONE

7. Total fee (37 CFR 3.41):.....\$

- Enclosed
- Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
- Authorized to be charged to deposit account

8. Deposit account number: 12-1420

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

DO NOT USE THIS SPACE

*40E*

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.

Maria S. Cefalu  
Name of Person Signing

*Maria S. Cefalu*  
Signature 8/1/99  
Date

Total number of pages including cover sheet, attachments and document: 68

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 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. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

RECORDATION FORM COVER SHEET - TRADEMARKS ONLY

CONTINUATION OF ITEM NO. 1

ADDITIONAL NAMES OF CONVEYING PARTIES:

MDS-QANTEL, INC., a California corporation  
QANTEL BUEINSS SYSTEMS, INC., a Delaware corporation  
MDS CAPITAL CORPORATION, a Delaware corporation  
QANTEL CORPORATION, a New York corporation  
DECISION DATA CREDIT CORPORATION, a Delaware corporation  
DECISION DATA SERVICE, INC., a Delaware corporation  
DECISION SERVCOM, INC., a Delaware corporation

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the registration of:	)	<u>DECLARATION OF</u>
	)	<u>VINCENT M. DADAMO</u>
QANTEL CORPORATION	)	
	)	
Registration No. 1,092,170	)	
	)	
Filed: September 30, 1976	)	
	)	
For: "QANTEL"	)	
	)	

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I, Vincent M. Dadamo, hereby declare:

1. I am an assistant officer of DecisionOne Corporation, a corporation organized and existing under the laws of the state of Delaware of the United States of America, the current owner of United States Trademark Registration No. 1,092,170 ("the '170 Registration). I was also an officer of Decision Data, Inc., Decision Data Service, Inc. and Decision Servcom, Inc., DecisionOne Corporation's predecessors in interest to the '170 Registration.

2. All statements made here are of my own knowledge, or determined from the corporate records, and all statements made on information and belief are believed to be true.

3. Quantel Corporation, a California Corporation, the original owner of the '170 Registration, was by an Agreement Of Merger dated November 25, 1980, merged with and into MDS-Qantel,

Reg. No. 1,092,170

Inc., a California corporation, as evidenced by the attached copy of the Agreement of Merger filed with the Secretary of State of the state of California on November 30, 1980, a certified copy of which is being sent under separate cover to the Assignment Branch for recordation by the United States Patent and Trademark Office.

4. As evidenced by the attached copy of the Certificate of Amendment of Articles of Incorporation of MDS-Quantel, Inc., executed on September 8, 1987, filed with the Secretary of State of the state of California on September 10, 1987, and recorded with the United States Patent and Trademark Office on October 26, 1987, at Reel 0580, Frames 211-212, MDS-Qantel, Inc., changed it's corporate name to Qantel Business Sytems, Inc.

5. In June, 1991, Qantel Business Systems, Inc., merged with and into MDS Capital Corporation, a Delaware corporation, as evidenced by the attached copy of the Certificate of Ownership and Merger filed with the Secretary of State of the state of Delaware on June 20, 1991, a certified copy of which is being sent under separate cover to the Assignment Branch for recordation by the United States Patent and Trademark Office.

7. MDS Capital Corporation thereafter was merged with and into Qantel Corporation, a New York corporation, as evidenced by the attached copy of the Certificate of Ownership and Merger filed with the Secretary of State of the state of Delaware on

June 21, 1991, a certified copy of which is being sent under separate cover to the Assignment Branch for recordation by the United States Patent and Trademark Office.

8. Qantel Corporation transferred ownership of its trademarks and trademark registrations, including the **QANTEL** mark and the '170 Registration therefor, to Decision Data Credit Corporation, a Delaware corporation, pursuant to an ORDER (1) AUTHORIZING SALE OF ASSETS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS (2) AUTHORIZING SALE OF ENCUMBERED ASSETS FREE AND CLEAR OF LIENS, AND (3) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACT entered of record on December 23, 1991 by the United States Bankruptcy Court in and for the Northern District of California. A true and correct copy of relevant portions of the said Order is attached hereto.

9. Decision Data Credit Corporation assigned the '170 Registration to Decision Data, Inc., a Delaware corporation, as evidenced by the attached copy of an Assignment executed Nunc Pro Tunc, the original of which is being sent under separate cover to the Assignment Branch for recordation by the United States Patent and Trademark Office.

10. Decision Data, Inc. then underwent a corporate name change to Decision Data Service, Inc., as evidenced by the attached copy of the Certificate Of Amendment Of Certificate of

Incorporation executed March 15, 1993, filed with the Secretary of State of the state of Delaware on March 31, 1993, a certified copy of which is being sent under separate cover to the Assignment Branch for recordation by the United States Patent and Trademark Office.

11. Decision Data Service, Inc. underwent a corporate name change to Decision Servcom, Inc., as evidenced by the attached copy of the Certificate of Amendment of Certificate Of Incorporation executed September 1, 1994, filed with the Secretary of State of the state of Delaware on September 15, 1994, a certified copy of which is being sent under separate cover to the Assignment Branch for recordation by the United States Patent and Trademark Office.

12. Decision Servcom, Inc. merged with and into DecisionOne Corporation, a Delaware corporation, as evidenced by the attached copy of the Certificate of Ownership And Merger executed December 22, 1995, filed with the Secretary of State of the state of Delaware on December 28, 1995, a certified copy of which is being sent under separate cover to the Assignment Branch for recordation by the United States Patent and Trademark Office.

These statements were made with the knowledge that willful false statements and the like so made are punishable by fine or

imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Executed this 20<sup>th</sup> day of April, 1998, in Frazer, Pennsylvania, United States of America.

Vincent M. Dadamo  
VINCENT M. DADAMO

State of Pennsylvania )  
County of Chester )

SS:

On April 20, 1998 before me, the undersigned notary public, personally appeared Vincent M. Dadamo, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda S. Brown  
Signature of Notary

My Commission expires: 2-23-2002

SEAL

NOTARIAL SEAL  
LINDA S. BROWN, Notary Public  
Frazer, Chester County  
My Commission Expires Feb. 23, 2002

State of California

SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 12 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this

MAR 05 1998

A handwritten signature in cursive script that reads "Bill Jones".

Secretary of State



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AGREEMENT OF MERGER  
BETWEEN  
MDS-QANTEL, INC.  
AND  
QANTEL CORPORATION

FILED  
In the office of the Secretary of State  
of the State of California

NOV 30 1980  
MARCH FONG Ed. Secretary of State  
By Richard [Signature]  
Deputy

AGREEMENT OF MERGER dated this 25th day of November, 1980 by and between MDS-QANTEL, INC., a California corporation ("MDSQ"), and QANTEL CORPORATION, a California corporation ("Qantel"). MDSQ and Qantel are hereinafter sometimes referred to as the "Constituent Corporations"; MDSQ is hereinafter sometimes referred to as the "Surviving Corporation"; and Qantel is hereinafter sometimes referred to as the "Merging Corporation."

WITNESSETH:

WHEREAS, MDSQ, Qantel, and Mohawk Data Sciences Corp., a New York corporation and the sole shareholder of all of the issued and outstanding capital stock of MDSQ ("MDS"), have entered into an Agreement and Plan of Merger dated as of August 22, 1980, as amended as of September 19, 1980 (the "Agreement and Plan of Merger") providing for the merger of Qantel with and into MDSQ in accordance with the terms of this Agreement of Merger (the "Merger") and containing certain representations, warranties and agreements in connection therewith; and

WHEREAS, the parties deem the Merger to be advisable and in the best interests of such corporations and their respective shareholders;

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein and in the Agreement and Plan of Merger, the parties hereby agree as follows:

1. The Merger shall become effective upon the later of the filing of this Agreement of Merger with the Secretary of State of the State of California or November 30, 1980 (the "Effective Date").

2. At the Effective Date, the Merging Corporation shall be merged with and into the Surviving Corporation on the terms set forth herein. Thereupon the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall continue to exist under and be governed by the General Corporation Law of the State of California. The Surviving Corporation shall thereafter succeed, without other transfer, to all the rights and property of the Merging Corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of each of the Constituent Corporations shall thereafter be preserved unimpaired, provided that such liens upon property of the Merging Corporation shall be limited to the property affected thereby immediately prior to the Effective Date.

3. The Articles of Incorporation of MDSQ, as in effect on the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject always to the rights of the Surviving Corporation to amend its Articles of Incorporation after the Effective Date in accordance with the laws of the State of California, and shall not be amended by virtue of the Merger.

4. The By-Laws of MDSQ, as in effect on the Effective Date, shall be the By-Laws of the Surviving Corporation from and after the Effective Date until altered, amended or repealed, and shall not be amended by the Merger.

5. The directors of MDSQ in office at the Effective Date shall remain the directors of the Surviving Corporation, each of such directors to hold office, subject to the applicable provisions of the By-Laws of the Surviving Corporation, until the next annual shareholders' meeting of the Surviving Corporation and until his successor shall be elected and shall qualify.

6. The officers of MDSQ at the Effective Date shall continue as the officers of the Surviving Corporation, each of such officers to hold office, subject to the applicable provisions of the By-Laws of the Surviving Corporation.

7. The outstanding stock of Qantel shall be converted as follows:

(a) Subject to the provisions of Sections 7(f) and 7(j) hereof, upon the Effective Date, each share of Common Stock, \$.10 par value, of Qantel ("Qantel Common Stock") then issued and outstanding shall be converted by the Merger, without any action on the part of the respective holders thereof, for and into one twenty-second (1/22) of a share of Common Stock, par value \$.10 per share, of MDS ("MDS Common Stock") (such fraction being hereinafter referred to as the "Exchange Fraction").

(b) Subject to the provisions of Sections 7(f) and 7(j) hereof, upon the Effective Date, each outstanding share of Preferred Stock of Qantel, par value \$100 per share, designated as Series A through Series F ("Qantel Preferred Stock"), shall be converted by the Merger, without any action on the part of the respective holders thereof, for and into such number of shares of MDS Common Stock as is equal to the Exchange Fraction multiplied by the number of shares of Qantel Common Stock issuable upon conversion of such share of Qantel Preferred Stock immediately prior to the Effective Date.

(c) Subject to the provisions of Sections 7(f) and 7(j) hereof, upon the Effective Date, the outstanding shares of Series F Qantel Preferred Stock ("Series F Preferred Stock") held by each shareholder shall be converted by the Merger, without any action on the part of the holder thereof, in addition to the number of shares of MDS Common Stock into which each share of Qantel Preferred Stock (including Series F Preferred Stock) shall be converted pursuant to Section 7(b) hereof, for and into a warrant to purchase, at a price per share of MDS Common Stock equal to 110% of the average closing sale price of MDS Common Stock on the New York Stock Exchange for the 10 trading days immediately prior to the date of the MDS meeting of shareholders held for the purpose of approving the Agreement and Plan of Merger, rounded to the nearest \$.50, such number of shares of MDS Common Stock as is equal to the number of whole shares of MDS Common Stock into which the shares of Series F Preferred Stock held by such shareholder shall also be converted pursuant to Section 7(b) (a "Warrant"), such Warrant to be governed by the terms and provisions set forth in the Agreement and Plan of Merger and Exhibit B thereto.

(d) Upon the Effective Date, each outstanding Qantel non-qualified stock option shall thereafter entitle the holder of such option upon exercise thereof to receive such number of shares of MDS Common Stock as is equal to the Exchange Fraction multiplied by the number of shares of Qantel Common Stock otherwise issuable upon exercise of such option, with fractional shares not to be issued and any payment received on account of such fraction to be refunded. The exercise price per share of MDS Common Stock shall be an amount equal to the exercise price per share of Qantel Common Stock covered by such option divided by the Exchange Fraction; *provided, however*, that the exercise price per share of Qantel Common Stock of any outstanding Qantel options issued pursuant to Qantel's Non-Qualified Stock Option Plan with an exercise price of \$1.00 per share shall after the consummation of the Merger and solely for the purpose of this Section 7(d) and for no other purpose whatsoever, be deemed to be \$.80.

(e) After the Effective Date, each holder of a certificate or certificates theretofore representing outstanding shares of Qantel Common Stock or Qantel Preferred Stock (other than shares that constitute at such time "dissenting shares" within the meaning of Sections 1300(b) and 1309 of the California General Corporation Law) who surrenders the same to The First National Bank of Boston or such other exchange agent as may be designated by MDS (the "Exchange Agent") shall receive as soon as practicable in exchange therefor a certificate or certificates representing the number of whole shares of MDS Common Stock into which such shares of Qantel Common Stock and Qantel Preferred Stock have been converted. Until so surrendered, each outstanding certificate which prior to the Effective Date represented shares of Qantel Common Stock or

Qantel Preferred Stock (other than "dissenting shares" as described above) shall from and after the Effective Date be deemed for all corporate purposes to evidence the number of whole shares of MDS Common Stock and, in the case of Series F Preferred Stock, Warrants, into which the same shall have been converted; *provided however*, that until such certificate is so surrendered no dividend or other distribution shall be paid in respect of the shares represented thereby but upon surrender of such certificate by the holder thereof there shall be paid to such holder, without interest, the amount of any dividends or distributions paid with respect to the shares of MDS Common Stock represented by such certificate after the Effective Date. All certificates representing shares of Qantel Common Stock and Qantel Preferred Stock surrendered will be cancelled. Upon receipt by MDS from the Exchange Agent of a cancelled certificate theretofore representing shares of Series F Preferred Stock (other than "dissenting shares" as described above) a Warrant shall be mailed as soon as practicable to the holder of such certificate.

(f) No holder of Qantel Common Stock or Qantel Preferred Stock shall be entitled to receive any fractional share of MDS Common Stock or fractional interest in any Warrant or right to purchase any fractional share of MDS Common Stock pursuant to any Warrant, and no scrip or certificate representing fractional shares of MDS Common Stock or fractional interests in any Warrant will be issued. Upon the surrender by the holder, after the Effective Date, of a certificate theretofore representing outstanding shares of Qantel Common Stock or Qantel Preferred Stock (other than certificates covering shares of Qantel Common Stock or Qantel Preferred Stock which constitute at such time "dissenting shares" within the meaning of Sections 1300(b) and 1309 of the California General Corporation Law) to the Exchange Agent, such holder will be paid, as promptly as practicable and without interest, an amount of cash equal to the product of the per share closing price of MDS Common Stock on the New York Stock Exchange on the Effective Date (or, if no shares of MDS Common Stock are traded on that date on such Exchange, on the next preceding date on which shares of MDS Common Stock are traded) multiplied by the fractional interest to which such holder would otherwise be entitled. No cash or other payment will be made in lieu of any fractional interest in a Warrant.

(g) As soon as practicable after the Effective Date, the Surviving Corporation shall cause the Exchange Agent to send a notice to each holder of record of Qantel Preferred Stock and Qantel Common Stock on the Effective Date, announcing the consummation of the Merger and summarizing the procedure for the exchange of share certificates as well as the other provisions of Section 7(e).

(h) As a condition to the issuance of any certificate evidencing shares of MDS Common Stock in a name other than the name in which the certificate evidencing the shares of Qantel Common Stock or Qantel Preferred Stock surrendered in exchange therefor is registered, such surrendered certificate must be properly endorsed (with signature guarantees satisfactory to the Exchange Agent) and otherwise be in proper form for transfer, and the person requesting transfer must pay the Exchange Agent any transfer tax required by reason of the issuance of such new certificate, or establish to the satisfaction of the Exchange Agent that such tax has been paid or is not payable.

(i) On and after the Effective Date, no transfer of the shares of Qantel Common Stock or Qantel Preferred Stock outstanding prior to the Effective Date shall be made on the stock transfer books of Qantel, other than as set forth in Section 1302 of the California General Corporation Law.

(j) Notwithstanding the other provisions of this Agreement of Merger, shares of Qantel Common Stock and Qantel Preferred Stock with respect to which a proper demand has been made in accordance with Section 1301(b) of the California General Corporation Law shall not be converted into the right to receive MDS Common Stock and cash in lieu of fractional shares thereof (and, in the case of Series F Preferred Stock, Warrants), unless (i) such shares shall not become "dissenting shares" pursuant to Section 1300(b) of the California General Corporation

Law, or (ii) the holder thereof shall have lost his status as a "dissenting shareholder" pursuant to Section 1309 of the California General Corporation Law. Within two business days of the date the shareholders of Qantel approve this Agreement and the Agreement and Plan of Merger, Qantel shall send to those Qantel shareholders entitled thereto a notice relating to dissenters' rights complying with the provisions of Section 1301(a) of the California General Corporation Law, accompanied by a copy of Sections 1300 through 1304 of the California General Corporation Law.

8. The Merger shall effect no change in any shares of Common Stock of MDSQ, and none of such shares shall be exchanged or converted as a result thereof.

9. If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further act, deed, assignment or assurance is necessary or proper to vest, perfect or confirm in the Surviving Corporation title to any property or right of the Merging Corporation, the Surviving Corporation and its proper officers and directors may execute and deliver all such proper deeds, assignments, and assurances and do all other things necessary or desirable to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the intent of this Agreement of Merger and the Agreement and Plan of Merger in the name of the Merging Corporation or otherwise.

10. This Agreement of Merger may be terminated and the Merger abandoned at any time prior to the Effective Date, whether before or after submission to or approval by the shareholders of Qantel, MDS or MDSQ, in accordance with the provisions of the Agreement and Plan of Merger.

11. This Agreement of Merger and the Agreement and Plan of Merger are to be construed together in order to effectuate their purposes.

IN WITNESS WHEREOF, this Agreement of Merger has been duly executed by the parties hereto as of the day and year first above written.

(SEAL)

MDS-QANTEL, INC.

By *Ralph H. O'Brien*  
Ralph H. O'Brien, President

By *John C. Walters*  
John C. Walters, Secretary

(SEAL)

QANTEL CORPORATION

By *Bertil D. Nordin* V.P.  
Bertil D. Nordin, Executive V.P.

By *Patricia A. Durham*  
Patricia A. Durham, Secretary

MDS-QANTEL, INC.

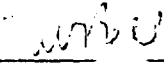
Officers' Certificate

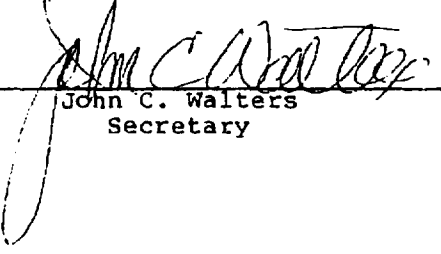
The undersigned, R. Watson Bell and John C. Walters, being the Vice President and Secretary, respectively, of MDS-Qantel, Inc., a California corporation (the "Corporation"), do hereby certify as follows:

1. The Agreement of Merger attached was approved by the Board of Directors of the Corporation. The Agreement of Merger was entitled to be approved by the Board of Directors alone pursuant to Section 1201 of the Corporations Code.

2. The Corporation is a wholly-owned subsidiary of Mohawk Data Sciences Corp., a New York corporation, the equity securities of which are to be issued in the Merger. The required vote of the shareholders of Mohawk Data Sciences Corp. was obtained.

Executed at Parsippany, New Jersey on November 21, 1980. The undersigned declare under penalty of perjury that the statements contained in this Certificate are true to their knowledge.

  
\_\_\_\_\_  
R. Watson Bell  
Vice President

  
\_\_\_\_\_  
John C. Walters  
Secretary

QANTEL CORPORATION  
OFFICERS' CERTIFICATE

The undersigned certify that they are, respectively, the Executive Vice President and Secretary of Qantel Corporation, a California corporation (the "Company"), and that, as such, they are authorized to execute this Certificate on behalf of the Company. The undersigned further certify that:

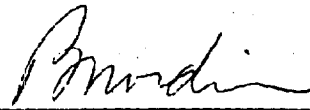
(a) The total number of outstanding shares of each class and series of stock of the Company entitled to vote on the merger of the Company with and into MDS-Qantel, Inc., a California corporation and a wholly-owned subsidiary of Mohawk Data Sciences Corp., a New York corporation, was as follows:

Qantel Common Stock	5,425,754
Qantel Preferred Stock, Series A	23,300
Qantel Preferred Stock, Series B	6,200
Qantel Preferred Stock, Series C	3,800
Qantel Preferred Stock, Series D	21,430
Qantel Preferred Stock, Series E	2,565
Qantel Preferred Stock, Series F	5,000

(b) The principal terms of the Agreement of Merger in the form attached were approved by the Company by a vote of a number of shares of each class and series which equaled or exceeded the vote required. The vote required of each class or series in order to approve the principal terms of the Agreement of Merger was: a majority of the shares of Qantel Common

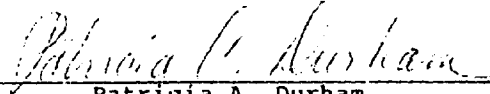
Stock; 60% of the outstanding shares of Qantel Preferred Stock, Series F; and a majority of each other series of Qantel Preferred Stock.

Executed at San Francisco, California on November 24, 1980. The undersigned declare under penalty of perjury that the statements contained in this certificate are true to their knowledge.



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Bertil D. Nordin  
Executive Vice President



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Patricia A. Durham  
Secretary

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PAGE 1

State of Delaware

959922

OUT



FILED  
In the office of the Secretary of State  
of the State of California

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JUN 28 1991

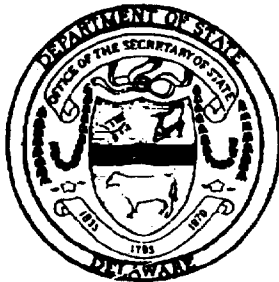
March Fong Eu  
MARCH FONG EU, Secretary of State

### Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF MDS CAPITAL CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING QANTEL BUSINESS SYSTEMS, INC A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF JUNE, A.D. 1991, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

\*\*\*\*\*



911715129

*Michael Harkins*  
Michael Harkins, Secretary of State

AUTHENTICATION: \*3886976

DATE: 06/21/1991



CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

QANTEL BUSINESS SYSTEMS, INC.

INTO

MDS CAPITAL CORPORATION

(PURSUANT TO SECTION 253 OF THE  
GENERAL CORPORATION LAW OF DELAWARE)

MDS Capital Corporation, a company incorporated on the 20th day of March 1969, pursuant to the provisions of the General Corporation Law of the State of Delaware ("MDS Capital") does hereby certify that MDS Capital owns all the capital stock of Qantel Business Systems, Inc. ("Qantel Business"), a corporation incorporated under the laws of the State of California on the 29th day of May, 1980, and that MDS Capital, by resolutions of its Board of Directors duly adopted at a meeting held on the 23rd day of May, 1991, determined to merge into itself said Qantel Business which resolutions are in the following words to wit:

WHEREAS, MDS Capital, a company duly organized and existing under and by virtue of the laws of the State of Delaware, owns all of the outstanding shares of Qantel Business Systems, Inc., a California corporation ("Qantel Business"), and

WHEREAS, the laws of the State of California permit a merger such as herein contemplated, and

WHEREAS, MDS Capital, deems it expedient to acquire and be possessed of all the estate, property, rights, privileges and franchises of Qantel Business, and

WHEREAS, the Board believes that it would be in the best interests of MDS Capital to merge Qantel Business with and into MDS Capital.

NOW THEREFORE BE IT RESOLVED, that MDS Capital merge into itself its wholly owned subsidiary, Qantel Business, and assume all of said subsidiary's liabilities and obligations and possess itself of all the estate, property, rights, privileges and franchises of same subsidiary corporation; and it is further

RESOLVED, that upon completion of the merger:

(a) each outstanding share of common stock of Qantel Business, all of which are owned by MDS Capital, shall cease to be outstanding, without any payment being made in respect thereof; and

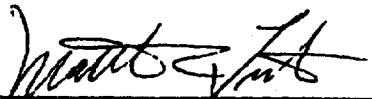
(b) the separate existence of Qantel Business shall cease and said corporation shall be merged into MDS Capital and MDS Capital shall possess all the rights, privileges, powers, and franchises of a public and private nature and shall be subject to all the duties of Qantel Business, and all the rights, privileges, powers, and franchises of Qantel Business, and all property, real, personal, and mixed, and all debts due to Qantel Business on whatever account shall be vested in MDS Capital; and all property, rights, privileges, powers, contracts, and franchises and every other interest shall be thereafter as effectually the property of MDS Capital as they were of Qantel Business; but all rights of creditors and all liens upon any property of Qantel Business shall be preserved unimpaired and all debts, liabilities and duties of Qantel Business shall thenceforth attach to MDS Capital and be enforceable against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it; and it is further

RESOLVED, that the President and the Secretary of MDS Capital be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge Qantel Business into MDS Capital and to assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of the State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County and/or in any other state or county office that the President or Secretary of MDS Capital deem appropriate and/or necessary; and it is further

RESOLVED, that the officers of MDS Capital be and each of them hereby is, individually and collectively, authorized, empowered and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in anyway necessary and/or proper to effect said merger.

IN WITNESS WHEREOF, MDS Capital has caused this certificate to be signed by its President and attested by its Secretary, the 6th day of June, 1991.

MDS CAPITAL CORPORATION

BY:   
Matthew E. Tutino, President

ATTEST:

  
Michael D. Brown, Secretary

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STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
P.O. BOX 942857  
SACRAMENTO, CA 94257-0541

# TAX CLEARANCE CERTIFICATE

June 27, 1991

EXPIRATION DATE: September 13, 1991

CALIFORNIA LENDERS' ATTORNEYS' SERVICES  
BILL WARNER  
SUITE 225  
1000 G STREET  
SACRAMENTO CA 95814

ISSUED TO: QANTEL BUSINESS SYSTEMS, INC.  
Corporate Number 0959922 QB2SI

This is to certify that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond deposit or other security.

A copy of this Tax Clearance Certificate has been sent to the Office of the Secretary of State. This original Tax Clearance Certificate may be retained in the files of the corporation.

By the Expiration Date noted above, this corporation must have filed the documents required by the Secretary of State to dissolve, withdraw or merge. Requests for the appropriate documents must be directed to: Office of the Secretary of State at 1230 J Street, Sacramento, CA 95814. The telephone number is (916) 445-0620.

NOTE: If the required documents are not filed with the Secretary of State prior to the Expiration Date noted above, the corporation will remain subject to the filing requirements of the Bank and Corporation Tax Law.

FRANCHISE TAX BOARD

By J. Snyder  
Special Audit Unit  
Corporation Audit Section  
Telephone (916) 369-4124

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TRADEMARK  
REEL: 1873 FRAME: 0068

State of California

SECRETARY OF STATE



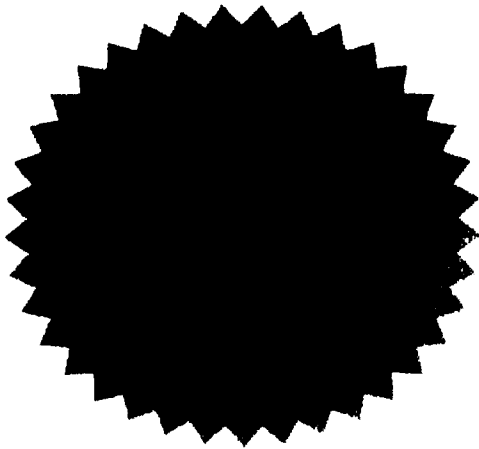
*[Handwritten initials]*

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this

DEC 04 1997



*Bill Jones*

Secretary of State

1076

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CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
MDS-QANTEL, INC.

FILED  
In the office of the Secretary of State  
of the State of California  
SEP 10 1987  
Wrench Tony Ee  
MARCH 1983 E.E. Secretary of State

\*\*\*\*\*

We, John C. Walters, the Senior Vice President, and Alan H. Friedman, the Chief Financial Officer, of MDS-Qantel, Inc., a corporation duly organized and existing under the laws of the State of California, do hereby certify:

- 1. That they are the Senior Vice President and the Chief Financial Officer, respectively, of MDS-Qantel, Inc., a California corporation.
- 2. That an amendment to the Articles of Incorporation of this Corporation has been approved by the Board of Directors.
- 3. The amendment so approved by the Board of Directors is as follows:

Article One of the Articles of Incorporation of this Corporation is amended to read as follows:

"One: The name of the Corporation shall be:  
Qantel Business Systems, Inc."

4. That the shareholders have adopted said amendment by written consent. That the wording of said amendment as approved by the written consent of the shareholders is the same as that set forth in Article 3 above. That said written consent was signed by the holders of outstanding shares having not less than the minimum number of required votes of shareholders necessary to approve said amendment in accordance with Section 902 of the California Corporations Code.

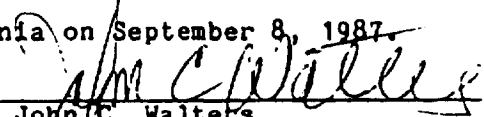
5. The designation and total number of outstanding shares entitled to vote on or give written consent to said amendment and the minimum percentage vote required of each class or series entitled to vote on or to give written consent to said amendment for approval thereof are as follows:

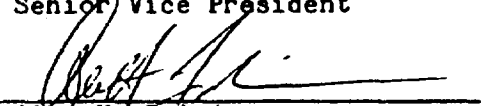
<u>Designation</u>	<u>Number of shares outstanding entitled to vote or give written consent</u>	<u>Minimum percentage vote required to approve</u>
Capital Stock	1,000	more than 50%

6. That the number of shares of each class which gave written consent in favor of said amendment equaled or exceeded the minimum percentage vote required of each class entitled to vote. Said minimum percentage vote is set forth in Article 5 of this certificate.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

Executed at Hayward, California on September 8, 1987.

  
John C. Walters  
Senior Vice President

  
Alan H. Friedman  
Chief Financial Officer



State of Delaware  
Office of the Secretary of State PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"QANTEL BUSINESS SYSTEMS, INC.", A CALIFORNIA CORPORATION, WITH AND INTO "MDS CAPITAL CORPORATION" UNDER THE NAME OF "MDS CAPITAL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF JUNE, A.D. 1991, AT 9 O'CLOCK A.M.



0706801 8100M

971412060

A handwritten signature in cursive script, reading "Edward J. Freel".

---

Edward J. Freel, Secretary of State

AUTHENTICATION:

8788808

DATE:

12-04-97

TRADEMARK  
REEL: 1873 FRAME: 0072



**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**QANTEL BUSINESS SYSTEMS, INC.**

**INTO**

**MDS CAPITAL CORPORATION**

**(PURSUANT TO SECTION 253 OF THE  
GENERAL CORPORATION LAW OF DELAWARE)**

MDS Capital Corporation, a company incorporated on the 20th day of March 1969, pursuant to the provisions of the General Corporation Law of the State of Delaware ("MDS Capital") does hereby certify that MDS Capital owns all the capital stock of Qantel Business Systems, Inc. ("Qantel Business"), a corporation incorporated under the laws of the State of California on the 29th day of May, 1980, and that MDS Capital, by resolutions of its Board of Directors duly adopted at a meeting held on the 23rd day of May, 1991, determined to merge into itself said Qantel Business which resolutions are in the following words to wit:

WHEREAS, MDS Capital, a company duly organized and existing under and by virtue of the laws of the State of Delaware, owns all of the outstanding shares of Qantel Business Systems, Inc., a California corporation ("Qantel Business"), and

WHEREAS, the laws of the State of California permit a merger such as herein contemplated, and

WHEREAS, MDS Capital, deems it expedient to acquire and be possessed of all the estate, property, rights, privileges and franchises of Qantel Business, and

WHEREAS, the Board believes that it would be in the best interests of MDS Capital to merge Qantel Business with and into MDS Capital.

NOW THEREFORE BE IT RESOLVED, that MDS Capital merge into itself its wholly owned subsidiary, Qantel Business, and assume all of said subsidiary's liabilities and obligations and possess itself of all the estate, property, rights, privileges and franchises of same subsidiary corporation; and it is further

RESOLVED, that upon completion of the merger:

(a) each outstanding share of common stock of Qantel Business, all of which are owned by MDS Capital, shall cease to be outstanding, without any payment being made in respect thereof; and

(b) the separate existence of Qantel Business shall cease and said corporation shall be merged into MDS Capital and MDS Capital shall possess all the rights, privileges, powers, and franchises of a public and private nature and shall be subject to all the duties of Qantel Business, and all the rights, privileges, powers, and franchises of Qantel Business, and all property, real, personal, and mixed, and all debts due to Qantel Business on whatever account shall be vested in MDS Capital; and all property, rights, privileges, powers, contracts, and franchises and every other interest shall be thereafter as effectually the property of MDS Capital as they were of Qantel Business; but all rights of creditors and all liens upon any property of Qantel Business shall be preserved unimpaired and all debts, liabilities and duties of Qantel Business shall thenceforth attach to MDS Capital and be enforceable against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it; and it is further

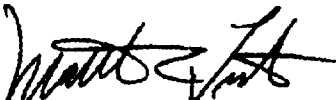
RESOLVED, that the President and the Secretary of MDS Capital be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge Qantel Business into MDS Capital and to assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of the State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County and/or in any other state or county office that the President or Secretary of MDS Capital deem appropriate and/or necessary; and it is further

RESOLVED, that the officers of MDS Capital be and each of them hereby is, individually and collectively, authorized, empowered and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in anyway necessary and/or proper to effect said merger.


IN WITNESS WHEREOF, MDS Capital has caused this certificate to be signed by its President and attested by its Secretary, the 6th day of June, 1991.

MDS CAPITAL CORPORATION

BY:

  
Matthew E. Tutino, President

ATTEST:

  
Michael D. Brown, Secretary

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State of Delaware  
Office of the Secretary of State PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

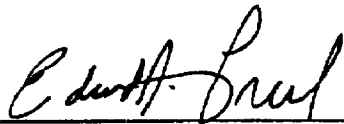
"MDS CAPITAL CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "QANTEL CORPORATION" UNDER THE NAME OF "QANTEL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF JUNE, A.D. 1991, AT 9 O'CLOCK A.M.



0706801 8100M

971412060

  
Edward J. Freel, Secretary of State

AUTHENTICATION: 8788805

DATE: 12-04-97

TRADEMARK  
REEL: 1873 FRAME: 0076

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

MDS CAPITAL CORPORATION,

INTO

QANTEL CORPORATION

(PURSUANT TO SECTION 253 OF THE GENERAL  
CORPORATION LAW OF DELAWARE)

Qantel Corporation, a New York corporation ("Qantel"),  
does hereby certify:

FIRST: (a) That it is incorporated pursuant to the  
Business Corporation Law of the State of New York; and that MDS  
Capital Corporation is organized pursuant to the provisions of the  
General Corporation Law of the State of Delaware ("MDS Capital").

(b) (i) The certificate of incorporation of  
MDS Capital was filed by the Delaware Department of State on the  
20th day of March 1969.

(ii) The certificate of incorporation of  
Qantel was filed by the New York Department of State on the 6th day  
of August, 1964.

SECOND: That Qantel owns all of the outstanding shares  
of each class of the capital stock of MDS Capital in the following  
manner:

(a) MDS Capital is authorized to issue 3,000  
common shares, par value \$1.00 per share, 100 of which are  
outstanding and owned by Qantel.

THIRD: That Qantel, by the following resolutions of its  
Board of Directors, duly adopted on the 23rd day of May, 1991,  
determined to merge into itself MDS Capital on the conditions set  
forth in such resolutions:

WHEREAS, in order to simplify the operation and  
administration of the combined business activities of  
the Corporation, MDS Capital Corporation ("MDS Capital")  
and Qantel Business Systems, Inc. ("Qantel Business"),  
which are, respectively, wholly owned direct and indirect  
subsidiaries of the Corporation, the Board deems it to

be in the best interests of the Corporation to cause Qantel Business to merge into and with MDS Capital, and to thereafter cause MDS Capital to merge into and with the Corporation; and

WHEREAS, the Corporation, a company organized and existing under and by virtue of the laws of the State of New York, owns all of the outstanding shares of MDS Capital, and MDS Capital, a company organized and existing under and by virtue of the laws of the State of Delaware, owns all of the outstanding shares of Qantel Business, and it is deemed expedient that MDS Capital shall acquire and be possessed of all the estate, property, rights, privileges and franchises of Qantel Business, and that the Corporation shall thereafter acquire and be possessed of all the estate, property, rights, privileges and franchises of MDS Capital; and

WHEREAS, the Board believes that it would be in the best interests of MDS Capital to merge into itself Qantel business, and for the Corporation to thereafter merge into itself MDS Capital, pursuant to the plan of merger described hereinbelow; now therefore, be it and it hereby is:

RESOLVED, that the Board adopt that certain plan of merger annexed hereto as Exhibit A and incorporated herein by reference ("Plan of Merger"); and it is further

RESOLVED, that the President and Chief Executive Officer is hereby authorized, empowered and directed to execute such instruments and documents, and to take such action as he shall deem necessary and appropriate, upon advice of counsel, to cause a "short form" merger of Qantel Business with and into MDS Capital to be effected pursuant to such Plan of Merger under the laws of the respective states of their incorporation, and upon completion thereof, it is further


RESOLVED, that pursuant to such Plan of Merger, the Corporation shall merge into itself MDS Capital, and assume all of such corporation's liabilities and obligations, and possess itself of all the estate, property, rights, privileges and franchises of MDS Capital; and it is further

RESOLVED, that the President and Secretary of the Corporation and any such other officer as either of them shall so appoint are hereby, individually and collectively authorized, empowered and directed on behalf of the Corporation (a) to execute on behalf of the Corporation, and to thereafter file or cause to be filed with the


Department of State of the State of New York, and/or with any other applicable state or county, a certificate of merger in the appropriate form, and (b) to execute such other instruments and documents, and take all such other actions as they may deem necessary and/or appropriate to effectuate the merger.

IN WITNESS WHEREOF, Qantel has caused this Certificate to be signed by Matthew E. Tutino, its President, and attested to by Michael D. Brown, its Secretary, this 6th day of June, 1991.

QANTEL CORPORATION

BY:   
Matthew E. Tutino, President

ATTEST:

BY:   
Michael D. Brown, Secretary

**DELAWARE SERVICE OF PROCESS**

Qantel Corporation, a New York corporation ("Qantel"), the surviving corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of MDS Capital Corporation, a Delaware corporation ("MDS Capital"), and a wholly-owned subsidiary of Qantel, arising from the merger of MDS Capital with and into Qantel, including the rights of any dissenting stockholders thereof, and hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings and agrees that service of any such process may be made by personally delivering to and leaving with such Secretary of State of the State of Delaware duplicate copies of such process; and hereby authorizes the Secretary of State of the State of Delaware to send forthwith by registered mail one of such duplicate copies of such process addressed to it at 4142 Point Eden Way, Hayward, California 94545, Attention: President, unless Qantel shall hereafter designate in writing to such Secretary of State of the State of Delaware a different address for the sending of such process, in which case the duplicate copy of such process shall be mailed to the last address so designated.

**QANTEL CORPORATION**

By:   
Michael B. Brown, Secretary

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PLAN OF MERGER  
OF  
MDS CAPITAL CORPORATION  
INTO  
QANTEL CORPORATION

ARTICLE I

(a) The name of the subsidiary corporation to be merged is MDS Capital Corporation, a Delaware corporation ("MDS Capital").

(b) The name of the surviving corporation into which MDS Capital shall be merged is Qantel Corporation, a company formed under the laws of the State of New York ("Qantel"). The name under which Qantel was formed was M.D.S. Manufacturing Corporation.

(c) Qantel owns all of the outstanding shares of MDS Capital.

ARTICLE II

(a) The designation and number of outstanding shares of MDS Capital and the number of such shares owned by Qantel are as follows:

<i>Name of Subsidiary</i>	<i>Designation and Number of Outstanding Shares</i>	<i>Number of Shares Owned by Survivor</i>
MDS Capital Corporation	100 Common Shares par value \$1.00 each	100 Shares

ARTICLE III

The terms and conditions of the merger, are as follows:

(a) Upon the proposed merger becoming effective, each outstanding share of the Common Stock of MDS Capital, all of which

are owned by Qantel, shall cease to be outstanding, without any payment being made in respect thereof; and

(b) Upon the effective date of this plan of merger, the separate existence of MDS Capital shall cease and said corporation shall be merged into Qantel and Qantel shall possess all the rights, privileges, powers, and franchises of a public and private nature and shall be subject to all the duties of MDS Capital, and all and each of the rights, privileges, powers, and franchises of MDS Capital, and all property, real, personal, and mixed, and all debts due to MDS Capital on whatever account shall be vested in Qantel; and all property, rights, privileges, powers, contracts, and franchises and every other interest shall be thereafter be the property of Qantel as they were of MDS Capital; but all rights of creditors and all liens upon any property of MDS Capital shall be preserved unimpaired and all debts, liabilities and duties of MDS Capital shall thenceforth attach to Qantel and be enforceable against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

(c) If, at any time, Qantel shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in Qantel, according to the terms hereof, the title to any property or rights of MDS Capital, the persons who served as officers and directors of MDS Capital at such time as said corporation was validly existing and immediately prior to the date of this plan of merger, shall and will execute and make all such proper assignments and assurances and do all things necessary and/or proper to vest title in such property or rights in Qantel and otherwise to carry out the purposes of this plan of merger.

(d) Upon the effective date of the merger, the assets and liabilities of MDS Capital shall be carried on the books of Qantel at the amounts at which they respectively shall have been carried immediately prior to such date on the books of MDS Capital. The aggregate amount of the net assets of MDS Capital which was legally available for the payment of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by Qantel.

#### ARTICLE IV

(a) (i) The certificate of incorporation of MDS Capital was filed by the Delaware Department of State on the 20th day of March 1969.

(ii) The certificate of incorporation of Qantel was filed by the New York State Department of State on the 6th day of August, 1964.

(iii) The certificate of incorporation and bylaws of Qantel shall remain unchanged until amended or changed as provided therein or as provided by law.

(b) (i) The directors and officers of Qantel shall continue in office until they resign and their successors are duly elected.

(ii) The President, or other officers or directors of Qantel and MDS Capital are authorized, empowered and directed to prepare and execute such agreements, certificates or other documents as may be necessary in order to carry out this plan of merger.

(c) All of the shares of MDS Capital are owned by Qantel and thus, a copy of the plan of merger could not be disseminated to holders of shares of MDS Capital not owned by Qantel.

(d) The effective date of the merger of MDS Capital into Qantel shall be the date of filing of the Certificate of Merger by the New York State Department of State.

This plan of merger was duly adopted by the Board of Directors of Qantel, on May 23, 1991.

QANTEL CORPORATION

2452\005\smg\872.pln

1 JOHN WALSHE MURRAY (074823)  
KENNETH T. LAW (111779)  
2 SUSAN E. WEBER (121278)  
MURRAY & MURRAY  
3 A Professional Corporation  
Attorneys at Law  
4 3030 Hansen Way, Suite 200  
Palo Alto, California 94304  
5 (415) 852-9000

6 Attorneys for Debtor

FILED

DEC 23 1991

BANKRUPTCY COURT  
OAKLAND, CALIFORNIA

I hereby certify that the foregoing/annexe  
instrument is a true and correct copy of the  
original on file in the Northern District of Cali

Dated: 1-8-92 PAUL KARNEY, JR., Clerk  
U. S. Bankruptcy Court

7 UNITED STATES BANKRUPTCY COURT

8 NORTHERN DISTRICT OF CALIFORNIA

9 *Jean' ibroka*  
Deputy Clerk

10 In re )  
11 )  
12 QANTEL CORPORATION, a New York )  
corporation, fka MOHAWK DATA )  
13 SCIENCES CORP.; fka MDS CAPITAL )  
CORPORATION, a Delaware )  
14 corporation, fka QANTEL )  
BUSINESS SYSTEMS, INC., a )  
15 California corporation, fka )  
MDS-QANTEL, INC.; )

16 Debtor. )

17 Employer's Tax Identification )  
18 No. 16-0875598 )

Case No. 91-45778-T

In Proceedings Under  
Chapter 11

Date: December 20, 1991  
Time: 3:00 o'clock p.m.  
Place: Room 201  
Judge: Leslie Tchaikovsky

19 ORDER (1) AUTHORIZING SALE OF ASSETS OTHER THAN IN  
20 THE ORDINARY COURSE OF BUSINESS (2) AUTHORIZING  
21 SALE OF ENCUMBERED ASSETS FREE AND CLEAR OF LIENS, AND  
22 (3) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACT

23 The MOTION OF DEBTOR FOR ORDER (1) AUTHORIZING SALE OF  
24 ASSETS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS (2)  
25 AUTHORIZING SALE OF ENCUMBERED ASSETS FREE AND CLEAR OF LIENS,  
26 AND (3) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
27 CONTRACT (hereinafter referred to as the "Subject Motion")  
28 having been filed with the Court on December 16, 1991; the  
matter having come on for hearing before this Court pursuant to

ORIGINAL

-1-

ORDER (1) AUTHORIZING SALE OF ASSETS. (2)  
AUTHORIZING SALE OF ENCUMBERED ASSETS FREE  
AND CLEAR OF LIENS, AND (3) ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACT

JUM:mq  
QANTEL\SOA-ORDER

TRADEMARK  
REEL: 1873 FRAME: 0084

1 the ORDER SHORTENING TIME entered by this Court on December 10,  
2 1991; the Debtor having appeared by and through its counsel,  
3 Murray & Murray, A Professional Corporation and John Walshe  
4 Murray; the First National Bank of Boston, as agent for itself  
5 and Manufacturers Hanover Trust Company, Wells Fargo Bank, N.A.,  
6 First Interstate Bank of California, Canadian Imperial Bank of  
7 Commerce, Grant Street National Bank, Bank of America National  
8 Trust and Savings Association, Continental Bank, Midlantic  
9 National Bank and Foothill Capital Corporation (hereinafter  
10 collectively referred to as the "Banks) having appeared by and  
11 through its counsel, Brobeck, Phleger & Harrison and Elaine L.  
12 Sheppe; Sussex Investments, Ltd. and Decision Data Credit  
13 Corporation (hereinafter collectively referred to as the  
14 "Buyers"), and Decision Data Services, Inc. having appeared by  
15 and through their counsel, Reboul, MacMurray, Hewitt, Maynard &  
16 Kristol and Jay S. Rand; other appearances having been made as  
17 noted in the record; the Banks having filed their NON-OPPOSITION  
18 to the Subject Motion stating the conditions upon which they  
19 would not oppose the Subject Motion; Decision Data Services,  
20 Inc. having consented to the assumption and assignment of its  
21 contract with the Debtor notwithstanding the provisions of  
22 Section 365(b) of the Bankruptcy Code; the Court having  
23 considered all of the pleadings filed with the Court regarding  
24 the Subject Motion, and the representations and arguments of  
25 counsel; the Court having entered its FINDINGS AND FACT AND  
26 CONCLUSIONS OF LAW IN SUPPORT OF THE ORDER (1) AUTHORIZING SALE  
27 OF ASSETS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS (2)  
28 AUTHORIZING SALE OF ENCUMBERED ASSETS FREE AND CLEAR OF LIENS,

JJM:EBQ  
DANTE\SOA-ORDER

-2-

ORDER (1) AUTHORIZING SALE OF ASSETS, (2)  
AUTHORIZING SALE OF ENCUMBERED ASSETS FREE  
AND CLEAR OF LIENS, AND (3) ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACT

TRADEMARK  
REEL: 1873 FRAME: 0085

1 AND (3) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
2 CONTRACT concurrently herewith; the Court being fully advised in  
3 the premises and good cause appearing therefor;

4 THE COURT FINDS THAT:

5 1. Notice of the hearing on the Subject Motion was  
6 sufficient and appropriate in the particular circumstances of  
7 this case;

8 2. All material aspects of the proposed sale  
9 transaction have been disclosed to the Court; all negotiations  
10 by the Debtor's officers and directors with respect to the  
11 proposed sale transaction have been at arms length, and each of  
12 the Debtor's officers and directors has negotiated the terms of  
13 the proposed sale transaction in good faith, in the best  
14 interests of the Debtor and its creditors and equity security  
15 holders, and consistent with their fiduciary obligations as  
16 officers and directors of the Debtor; the offer of the Buyers  
17 has been made in good faith; the ASSET PURCHASE AGREEMENT, a  
18 copy of which is attached hereto as Exhibit "A," and by this  
19 reference incorporated herein, and the AMENDMENT NO. 1 to the  
20 ASSET PURCHASE AGREEMENT agreed to on December 20, 1991, a copy  
21 of which is attached hereto as Exhibit "B," and by this  
22 reference incorporated herein, were negotiated among the parties  
23 in good faith; the Subject Motion is made in good faith; and the  
24 Buyers' purchase of the assets is in good faith and for fair and  
25 reasonable value as contemplated in 11 U.S.C. § 363(m); and

26 3. The proposed sale is in the best interest of the  
27 Bankruptcy Estate, the Debtor and its creditors and equity  
28 security holders.

1 NOW THEREFORE, based upon the foregoing, IT IS HEREBY  
2 ORDERED as follows:

3 1. The Subject Motion is granted and the Debtor is  
4 authorized to sell all of its assets, including, but not limited  
5 to, all of the Debtor's right, title and interest in its cash,  
6 accounts, contract rights, inventory, equipment, patents,  
7 trademarks and other general intangibles, capital stock, its  
8 real property located in Los Angeles, California and described  
9 as two residentially zoned unimproved parcels of real property  
10 located on Jorderr Avenue, Los Angeles, California, being  
11 Assessors Parcels Nos. 90-000-5565-024-202 and 90-000-5565-024-  
12 021, also described as Property Nos. 34 and 35 in Tract No.  
13 4696., its copyrights and copyright registrations, and its  
14 shares of stock in Onset Corporation, Dynair Electronics, Inc.,  
15 Andromeda and Omnitek, but specifically not including that  
16 certain equipment in which Hewlett Packard Company maintains a  
17 valid, perfected and enforceable security interest, to the  
18 Buyers free and clear of any and all claims, liens and  
19 encumbrances pursuant to, and as provided for in, the Subject  
20 Motion and the ASSET PURCHASE AGREEMENT, as amended. The cash  
21 purchase price of \$4,936,000.00 shall be paid by the Buyers  
22 directly to the Banks pursuant to the ASSET PURCHASE AGREEMENT,  
23 as amended.

24 2. The Debtor is authorized to assume and assign that  
25 certain MARKETING AND TECHNICAL SUPPORT AGREEMENT entered into  
26 between, among others, the Debtor's predecessor and Decision  
27 Data Services, Inc., dated as of May 2, 1986, a copy of which is  
28 attached hereto as Exhibit "C", and by this reference

1 incorporated herein; provided however, that the Debtor's  
2 assumption and assignment of such agreement shall only be  
3 effective upon the consummation and close of the proposed sale  
4 transaction on the closing date (hereinafter referred to as the  
5 "Closing Date") as defined in the ASSET PURCHASE AGREEMENT, as  
6 amended.

7 3. The entry of this Order, together with the various  
8 forms of releases executed by the parties as of the Closing Date  
9 shall constitute (a) full and mutual releases of all pre-filing  
10 and post-filing claims and liens by, between and among the  
11 Buyers, the Banks (as such relate to the Banks' claims arising  
12 from and/or related to the AMENDED AND RESTATED CREDIT AGREEMENT  
13 dated as of August 31, 1989 between the Banks and the Debtor,  
14 and any other documents and/or transactions related thereto),  
15 the Debtor, all officers and directors of the Debtor, the  
16 Debtor's subsidiaries, all officers and directors of the  
17 Debtor's subsidiaries, and each of their successors and assigns,  
18 except (i) that the Banks' unsecured deficiency claim shall not  
19 be released but shall instead be transferred to the Buyers, (ii)  
20 no claims against Karl Niemuller shall be released, (iii) the  
21 liens, and any claims secured thereby, of the Debtor's present  
22 and former officers and directors on the assets of the Debtor's  
23 Australian subsidiaries shall not be released, (iv) no claims of  
24 the Banks against the Buyers arising from credit transactions  
25 separate and apart from the Debtor shall be released, and (v) no  
26 claims shall be released by the Bankruptcy Estate or any  
27 subsequently appointed trustee; and (b) full releases by the  
28 Banks of any and all of their secured and unsecured claims and

JUN:mq  
JANTEL\SOA-ORDER

-5-

ORDER (1) AUTHORIZING SALE OF ASSETS, (2)  
AUTHORIZING SALE OF ENCUMBERED ASSETS FREE  
AND CLEAR OF LIENS, AND (3) ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACT

TRADEMARK  
REEL: 1873 FRAME: 0088



1 liens against the Debtor's foreign and domestic subsidiaries and  
2 any and all assets of the Debtor's foreign and domestic  
3 subsidiaries, except as set forth in subsection (a)(i) above.  
4 The releases contemplated herein shall only be effective upon  
5 the close of the sale transaction and the payment of the sum of  
6 \$4,936,000.00 to the Banks.

7 4. Pursuant to the ASSET PURCHASE AGREEMENT, as  
8 amended, Buyers shall pay the expenses of the Debtor to the  
9 extent stated in Section 5.04 of the ASSET PURCHASE AGREEMENT,  
10 as amended (the "Post-Petition Expenses"); provided, however,  
11 that the Buyers shall pay the fees and costs described in  
12 Schedule 5.04(c) of the ASSET PURCHASE AGREEMENT, as amended,  
13 irrespective of whether the fees and costs are incurred prior to  
14 or after the Closing Date.

15 If the ASSET PURCHASE AGREEMENT, as amended, is  
16 terminated, the Buyers shall pay all Post-Petition Expenses  
17 incurred from December 1, 1991 through the Termination Date to  
18 the extent stated in Section 5.04 of the ASSET PURCHASE  
19 AGREEMENT, as amended.

20 5. The Debtor and its officers or directors are  
21 authorized to execute, deliver and record such documents as are  
22 necessary to consummate the sale transaction authorized herein.  
23 All documents necessary to the consummation of the sale  
24 transaction shall be in a form satisfactory to the Debtor, the  
25 Buyers and the Banks.

26  
27 Dated: December 23, 1991

Resic Tokankov  
United States Bankruptcy Judge

---

**ASSET PURCHASE AGREEMENT**

**among**

**DECISION DATA CREDIT CORPORATION,**

**SUSSEX INVESTMENTS LTD.**

**and**

**QANTEL CORPORATION,  
Debtor-In-Possession**

**Dated as of December 13, 1991**

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74444.7

**EXHIBIT A**

**ASSET PURCHASE AGREEMENT**, dated as of December 13, 1991 among **DECISION DATA CREDIT CORPORATION**, a Delaware corporation ("**Decision**"), **SUSSEX INVESTMENTS LTD.**, a British Virgin Islands corporation ("**Sussex**" and, collectively with **Decision**, "**Buyers**"), and **QANTEL CORPORATION**, a New York corporation, as debtor-in-possession ("**Seller**").

WHEREAS, **Seller** is in the business of manufacturing and marketing business computer systems hardware and software and applications software (the "**Business**");

WHEREAS, **Seller** has filed a petition in the United States Bankruptcy Court for the Northern District of California (the "**Bankruptcy Court**") pursuant to Chapter 11 of the United States Bankruptcy Code of 1978, as amended (the "**Bankruptcy Code**");

WHEREAS, **Seller** and certain affiliates of **Decision** are parties to a Marketing and Technical Support Agreement dated as of May 2, 1986 (the "**Marketing and Technical Support Agreement**"), pursuant to which **Decision Data Inc.**, a Delaware corporation ("**DDI**"), which is the successor-by-merger to **Mohawk Computer Services Corporation** and the sole stockholder of **Decision**, has been granted rights to provide certain maintenance and support services with respect to equipment manufactured and/or marketed by **Seller** and rights to all documentation related to such equipment; and

WHEREAS, **Seller** desires to sell to **Buyers**, and **Buyers** desire to purchase from **Seller**, the properties, rights and assets of **Seller** designated herein, free and clear of all liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

#### I. TRANSFERS

Section 1.01. Transfer of Assets. (a) On the terms and subject to the conditions hereinafter set forth, on the Closing Date (as hereinafter defined), **Seller** shall sell, convey, transfer, assign and deliver to **Sussex**, and **Sussex** shall purchase from **Seller**, for the purchase price set forth in Section 2.02(a) below, all right, title and interest of **Seller** in and to the following properties, rights and assets of **Seller**, real or personal, tangible or intangible, as the same shall exist on the Closing Date (said properties, rights and assets to be sold, conveyed, transferred, assigned and delivered to **Sussex** being hereinafter collectively called the "**Sussex Assets**");

(i) all applications computer software and all computer software designed to enable applications computer software to run under UNIX or other operating systems not proprietary to Qantel, whether by conversion of such applications software or otherwise, including without limitation the computer software listed on Schedule 1.01(a)(i) hereto (all such computer software being hereinafter collectively called the "Sussex Software");

(ii) all patents, trademarks and trade names, trademark and trade name registrations, service marks and service mark registrations, the applications therefor and all rights, licenses and franchises relating primarily to the Sussex Software, including without limitation all of the same listed in Schedule 1.01(a)(ii) hereto, but subject to the provisions of Section 5.02(a) with respect to rights relating to use of the name "Qantel";

(iii) all trade secrets, technology (including without limitation technology with respect to which Seller is a licensee or sublicensee, but only insofar as permitted under the applicable license or sublicense agreement and subject to the provisions of Section 1.03 below), processes, source code and object code, inventions, designs, drawings, schematic diagrams, patterns, royalties, privileges, permits and all other similar intangible personal property owned by Seller and necessary to, or used primarily by or in connection with, the development, maintenance and support of Sussex Software;

(iv) all the issued and outstanding capital stock of (A) Qantel Holdings Australia Pty. Ltd., a New South Wales corporation ("Qantel Australia"), and (B) Qantel U.S. Holdings, Inc., a California corporation ("U.S. Holdings");

(v) an undivided fifty-percent (50%) interest in all rights, claims and causes of action of Seller in litigation commenced by Seller prior to the date hereof, including without limitation any monetary or other recovery from (A) an action in the U.S. District Court for the Southern District of New York entitled Qantel Corporation v. Karl H. Niemuller et al. and (B) a related Canadian action commenced against Mrs. Karl H. Niemuller and Goodwood Management Ltd. (collectively, the "Niemuller Lawsuits");

(vi) all rights of Seller under (A) all licenses to end users of Sussex Software (the "Sussex End-User Licenses"), except to the extent, if any, that the same are executory contracts, and (B) all other contracts, agreements, licenses, leases, sales orders, purchase orders and other commitments, if any (including without limitation Sussex End-User Licenses, if any, which are executory contracts),

which Sussex shall elect to assume as contemplated by Section 1.03 below; and

(vii) all papers, documents, instruments, books and records, files, agreements, books of account and other records by which the Sussex Assets might be identified or enforced, or otherwise pertaining to the Sussex Assets that are located at the offices or other locations used by Seller in connection with the Sussex Assets (including without limitation customer invoices, drafts and other documents and materials relating to customer transactions).

(b) On the terms and subject to the conditions hereinafter set forth, on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Decision, and Decision shall purchase from Seller, for the purchase price set forth in Section 2.02(b) below, all right, title and interest of Seller in and to all its properties, rights and assets, as the same shall exist on the Closing Date, except for the Sussex Assets and except for those assets excluded pursuant to paragraph (c) below, including without limitation the following (said properties, rights and assets to be sold, conveyed, transferred, assigned and delivered being hereinafter collectively called the "Decision Assets"):

(i) all tangible property, inventories, rental equipment and spare parts, work in process, supplies, leaseholds, leasehold improvements, tools, fixtures, machinery, equipment, furniture, office furnishings and fixtures of Seller located in the United States and existing on the Closing Date;

(ii) all accounts receivable, notes receivable and prepayments of Seller existing on the Closing Date, including without limitation those listed on Schedule 1.01(b)(ii) hereto provided, however, that those prepayments and similar items specified on the detailed list of certain payments by Seller heretofore furnished by Seller to Buyers (the "List of Excluded Prepayments"), will be forgiven by Decision in writing after purchase thereof on the Closing Date;

(iii) all computer systems, software and firmware programs except for the Sussex Software, including without limitation the computer software listed on Schedule 1.01(b)(iii) hereto (all such items being hereinafter called the "Decision Software");

(iv) all patents, trademarks and trade names, trademark and trade name registrations, service marks and service mark registrations, the applications therefor and all rights, licenses and franchises relating primarily to the Decision Software, or used in connection with the perform-

ance of any obligations of DDI, or relating to any of its rights, under the Marketing and Technical Support Agreement including without limitation all of the same listed on Schedule 1.01(b)(iv) hereto, but subject to the provisions of Section 5.02(a) with respect to rights relating to use of the name "Qantel";

(v) all trade secrets, technology (including technology with respect to which Seller is a licensee or sublicensee, but only insofar as permitted under the applicable license or sublicense agreement and subject to the provisions of Section 1.03 below), processes, source code and object code, inventions, designs, drawings, schematic diagrams, manufacturing documentation, patterns, royalties, privileges, permits and all other similar intangible personal property owned by Seller and necessary to, or used primarily by or in connection with, the conduct and operation of Seller's hardware and systems software Business (including without limitation the development, maintenance and support of Decision Software);

(vi) all the issued and outstanding capital stock of (A) Qantel Canada, Inc., a Canada corporation ("Qantel Canada"), and (B) 622496 Ontario Limited, an Ontario corporation ("622496" and, collectively with Qantel Canada, the "Canadian subsidiaries");

(vii) all cash and cash equivalents, including without limitation the account balances in all Seller's bank accounts in the United States and Canada listed on Schedule 1.01(b)(vii) hereto (said bank accounts being hereinafter collectively called the "U.S. Cash Accounts" and said account balances as of any date, without regard to any rights of setoff that may be asserted with respect thereto by any secured lenders of Seller or Qantel Canada, being hereinafter collectively called the "U.S. Cash Balances" as of such date);

(viii) the rights of Seller in, to, under or in respect of all letters of credit, bonds, insurance policies (except for Seller's directors' and officers' liability insurance policy (except as provided in Schedule 2.04)), cash collateral deposits or other collateral that secure the payment to Seller of accounts receivable arising under contracts assumed by Decision pursuant to this Agreement, except that the rights of Seller in respect of the payments specified on the List of Excluded Prepayments shall be forgiven in the manner specified in clause (ii) above;

(ix) an undivided fifty-percent (50%) interest in all rights, claims and causes of action of Seller arising out of or in respect of litigation commenced by Seller prior to the

previously delivered to such Buyer to which such Buyer is entitled pursuant to Section 1.01 above, and shall execute and deliver or cause to be executed and delivered all such deeds, assignments, consents, documents and further instruments of transfer and conveyance, and take or cause to be taken all such other actions, as such Buyer may reasonably deem necessary or desirable in order to fully and effectively vest in such Buyer, or to confirm its title to and possession of, its respective Assets, or to assist such Buyer in exercising rights with respect thereto which such Buyer is entitled to exercise pursuant to the terms of this Agreement; and (ii) each Buyer shall execute and deliver or cause to be executed and delivered such further instruments and take or cause to be taken such further actions as Seller, or its trustee in bankruptcy, as the case may be, may reasonably deem necessary or desirable to carry out the terms and provisions of this Agreement.

Section 5.02. Use of Name. (a) Effective as of the closing of the transactions contemplated hereby, Seller and its subsidiaries shall refrain from using the name "Qantel" or any variation thereof or any trademark, trade name or similar item currently used in connection with Seller's business or any of the Assets being purchased by Buyers hereunder. Effective as of the Closing Date, Buyers shall succeed to the right to use the name "Qantel" as a trademark, trade name and service name in the following manner:

(i) Sussex shall have the exclusive right to use "Qantel" in Australia, New Zealand and Asia; and

(ii) Decision shall have the exclusive right to use "Qantel" in all other locations.

(b) Immediately following the Closing Date, Seller shall take all action necessary or appropriate to change its corporate name or the corporate name of any subsidiary so that such corporate name does not include the word "Qantel" or any variation thereof. Buyers shall, at their expense, prepare the necessary application forms (using information furnished by Seller) and pay all necessary filing fees in connection therewith.

(c) Notwithstanding anything to the contrary in paragraphs (a) or (b) of this Section, Seller may continue to use the name "Qantel" in connection with the proceedings relating to it in the Bankruptcy Court and with respect to payments to creditors pursuant thereto.

Section 5.03. Application to Bankruptcy Court. Promptly after the execution and delivery hereof, Seller covenants and agrees that (i) it will apply for an order of the Bankruptcy Court expediting notice for the hearing on the appli-

Schedule 1.01(b) (iv)

Intellectual Properties Pertaining to the Decision Software

**TRADEMARKS**

BEST/AOS™

BEST/NET™

BEST/PC™

BEST®

COM 40™

**CORPORATE QICPLAN™**

DATASEEK™

MEMJOG™

Q 68 K™

Q 8 K™

Q ADC™

QANTEL®

Q AUTO™

QIC/CALC™

QIC - PC™

QICBASIC®

QICBRIDGE™

QICCALL™

QICLOOK™

QICMENU™

QICPLAN®

QICPOST™

QICTRAN™



Schedule 1.01(b)(iv) (cont.)

Intellectual Properties Pertaining to the Decision Software

TRADEMARKS (CONT.)

QICWORD™

QIC™

QITE™

QPCI™

REMOTE™

SOLUTIONS™

SPORTS - PAC™

TRANS - PAC™

VT6 - EDIT™

VT6 y™

VT6 xc™

VT6 x™

PATENTS

No specific information on patents available at  
date of execution of Asset Purchase Agreement

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration	)	
No: 1,092,170	)	
Issued: May 30, 1978	)	
Registrant: Decision Data	)	ASSIGNMENT OF
Credit Corporation	)	<u>REGISTRATION</u>
Class No. International Class 9	)	
Mark: QANTEL	)	
<hr/>		

WHEREAS, Decision Data Credit Corporation, a Delaware corporation having a principal place of business at One Progress Avenue, Horsham, Pennsylvania 19044, is the owner of the above-identified mark and trademark Registration; and

WHEREAS, DecisionOne Corporation, a Delaware corporation having a principal place of business at 50 East Swedesford Road, Frazer, PA 19355, is desirous of acquiring said mark and the registration therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Decision Data Credit Corporation does hereby assign *nunc pro tunc* as of

August 1, 1992, unto DecisionOne Corporation all right, title and interest in and to the mark, together with the good will of the business symbolized by the mark, the above-identified registration thereo, and all causes of action relating thereto.

DECISION DATA CREDIT CORPORATION

Dated: 4-22-98 By Vincent M. Daclom  
Its Vice President

State of Pennsylvania  
County of Chester

On April 21, 1998 before me, a Notary Public, personally appeared Vincent M. Daclom, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda S. Brown  
Signature of Notary

SEAL

NOTARIAL SEAL  
LINDA S. BROWN, Notary Public  
Frazer, Chester County  
My Commission Expires Feb. 23, 2002

State of Delaware  
Office of the Secretary of State PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DECISION DATA INC.", CHANGING ITS NAME FROM "DECISION DATA INC." TO "DECISION DATA SERVICE, INC.", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MARCH, A.D. 1993, AT 10 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2077454 8100

971412059

AUTHENTICATION: 8789080

DATE: 12-04-97

TRADEMARK  
REEL: 1873 FRAME: 0100

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION**

\*\*\*\*\*

**Decision Data Inc. a corporation organized and existing under and by virtue of  
the General Corporation Law of the State of Delaware,**

**DOES HEREBY CERTIFY:**

**FIRST: That the Board of Directors of said corporation, by unanimous written  
consent of its members, filed with the Minutes of the Board, adopted a resolution  
proposing and declaring advisable the following amendment to the Certificate of  
Incorporation of said corporation:**

**RESOLVED, that the Certificate of Incorporation of Decision Data Inc.  
be amended by changing the First Article thereof so that, as amended,  
said Article shall be and read as follows:**

**"FIRST: The name of the Corporation is Decision Data Service, Inc."**

**SECOND: That in lieu of a meeting and vote of stockholders, the  
stockholders have given unanimous written consent to said amendment  
in accordance with the provisions of Section 228 of the General  
Corporation Law of the State of Delaware.**

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Decision Data Inc. has caused this certificate to be signed by Ken Draeger, its President and attested by Vincent M. Dadamo, its Secretary this 15th day of March 1993.

DECISION DATA INC.  
BY Ken Draeger  
President

ATTEST:

By: Vincent M. Dadamo  
Secretary

State of Delaware  
Office of the Secretary of State PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DECISION DATA SERVICE, INC.", CHANGING ITS NAME FROM "DECISION DATA SERVICE, INC." TO "DECISION SERVCOM, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF SEPTEMBER, A.D. 1994, AT 10:30 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2077454 8100

971412059

AUTHENTICATION: 8789074

DATE: 12-04-97

TRADEMARK  
REEL: 1873 FRAME: 0103

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION**

\*\*\*\*\*

Decision Data Service, Inc. a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

**DOES HEREBY CERTIFY:**

**FIRST:** That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the Minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

**RESOLVED:** That the Certificate of Incorporation of Decision Data Service, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

**FIRST:** The name of the Corporation is Decision Servcom, Inc.

**SECOND:** That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.



**THIRD:** That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF,** said Decision Data Service, Inc. has caused this certificate to be signed by Ken Draeger, its President and attested by Vincent M. Dadamo, its Secretary this 1st day of September, 1994.

DECISION DATA SERVICE, INC.

By: Ken Draeger  
President

**ATTEST:**

By: Vincent M. Dadamo  
Secretary

09089401

State of Delaware  
Office of the Secretary of State PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"DECISION SERVCOM, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "DECISIONONE CORPORATION" UNDER THE NAME OF  
"DECISIONONE CORPORATION", A CORPORATION ORGANIZED AND EXISTING  
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED  
IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1995, AT  
9:01 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

---

Edward J. Freel, Secretary of State

2077454 8100M

971412059

AUTHENTICATION: 8789070

DATE: 12-04-97

TRADEMARK  
REEL: 1873 FRAME: 0106

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**DECISION SERVCOM, INC.**

**INTO**

**DECISIONONE CORPORATION**

Decision Servcom, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"),

**DOES HEREBY CERTIFY THAT:**

**FIRST:** The Company was incorporated on the 5th day of December, 1985, pursuant to the General Corporation Law of the State of Delaware.

**SECOND:** The Company owns all of the outstanding shares of the common stock of DecisionOne Corporation ("DecisionOne"), which was incorporated on the 5th day of October, 1984 pursuant to the General Corporation Law of the State of Delaware.

**THIRD:** The Company, by the following resolutions duly adopted by written consent of directors, executed on the 22nd day of December, 1995 and filed with the minutes of the board of directors, determined to merge itself with and into DecisionOne and DecisionOne shall assume all the liabilities and obligations of the Company:

**RESOLVED,** that the merger of the Company with and into DecisionOne, its wholly-owned subsidiary (the "Merger"), pursuant to the terms and conditions set forth in the Plan of Merger between the Company and DecisionOne (the "Plan of Merger"), is advisable and that approval of the Merger and the Plan of Merger be submitted to the sole stockholder of the Company for adoption by written consent and upon receiving such consent, the Merger shall be approved.

**RESOLVED,** that the Plan of Merger is adopted and approved in the form attached hereto.

**RESOLVED,** that in accordance with the Plan of Merger, the officers of the Company are hereby authorized, on behalf of the Company, to execute a Certificate of Ownership and Merger and to cause such Certificate to be filed with the Secretary of State of the State of Delaware and a certified copy to be recorded with the

Office of the Recorder of Deeds, New Castle County,  
Delaware.

RESOLVED, that the officers of the Company are hereby authorized to take such additional action, and to execute and cause to be filed such additional documents, as they may consider necessary or desirable in order to carry out the transactions contemplated by the Plan of Merger, without further authority or approval by the board of directors of the Company.

FOURTH: The Plan of Merger, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Plan of Merger"), has been adopted and approved by the sole stockholder of the Company in accordance with the laws of the State of Delaware, by unanimous written consent dated December 22, 1995.

FIFTH: The Plan of Merger has been authorized and approved by the board of directors of DecisionOne by written consent dated December 22, 1995 and has been adopted and approved by the sole stockholder of DecisionOne in accordance with the laws of the State of Delaware by unanimous written consent dated December 22, 1995.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this Merger may be terminated and abandoned by the board of directors of the Company at any time prior to the date of filing this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

SEVENTH: The Merger will be effective at 11:57 p.m. on December 31, 1995.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by R. Peter Zimmermann, its Vice President and Chief Financial Officer, this 22nd day of December, 1995.

DECISION SERVCOM, INC.

By: /s/ R. Peter Zimmermann  
Name: R. Peter Zimmermann  
Title: Vice President and  
Chief Financial Officer

- 3 -

PLAN OF MERGER

This is a Plan of Merger between DecisionOne Corporation, a Delaware corporation ("DecisionOne") and Decision Servcom, Inc., a Delaware corporation and the sole stockholder of DecisionOne ("DSI").

1. Merger of DSI into DecisionOne. At the Effective Time (as defined in paragraph 7 below), DSI will merge with and into DecisionOne in accordance with Section 253 of the General Corporation Law of Delaware (the "Merger") and the separate existence of DSI will cease. DecisionOne will be the "Surviving Corporation" and will continue its existence under Delaware Law. The name of DecisionOne shall be unchanged. For federal income tax purposes it is intended that the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

2. Certificate of Incorporation and Bylaws of Surviving Corporation. At the Effective Time, the Certificate of Incorporation and Bylaws of DecisionOne will become the Certificate of Incorporation and Bylaws of the Surviving Corporation and will thereafter continue to be its Certificate of Incorporation and Bylaws until changed as provided by law.

3. Directors and Officers of Surviving Corporation. The directors and officers of DecisionOne at the Effective Time will continue as the directors and officers of the Surviving Corporation.

4. Shares. As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

<u>Name of Corporation</u>	<u>Designation and number of shares in each class or series outstanding</u>	<u>Class or Series of Shares entitled to Vote</u>
DecisionOne Corporation	Common Stock, 1 share	Common Stock, 1 share
Decision Servcom, Inc.	Common Stock, 100 shares	Common Stock, 100 shares

5. Conversion of Shares. At the Effective Time:

5.1 Each then issued and outstanding share of common stock of DSI shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 1/100th of an issued and outstanding share, of the common stock, no par value, of the Surviving Corporation on a pro rata basis.

5.2 The issued and outstanding share of common stock of DecisionOne shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto.

6. Assets and Liabilities. As a result of the Merger, by operation of law and without further act or deed, at the Effective Time, all of the property, rights, interests and other assets of DSI will be transferred to and vested in DecisionOne and DecisionOne will assume all of the liabilities of DSI.

7. Approval, Filing and Effective Time. After this Plan of Merger has been duly approved in the manner required by law, a Certificate of Ownership and Merger will be filed with the Secretary of State of the State of Delaware. The Merger will be effective (the "Effective Time") at 11:57 p.m. on December 31, 1995.

8. Termination. This Plan may be terminated and the Merger abandoned by action of the board of directors of DecisionOne or DSI at any time before the Effective Time, notwithstanding the approval in the manner set forth in paragraph 7 above.

9. Amendment. This Plan may be amended in any manner at any time before the Effective Time by the mutual consent of the board of directors of DSI and DecisionOne.