

08-17-1999

FORM PTO-1594
1-31-92

DOC ID No.: 10082



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101100831

Original documents or copy thereof.

1. Name of conveying party(ies):
 QANTEL CORPORATION

*MRD
8-31-98*

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

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

Name: MDS-QANTEL, INC.
 Internal Address: 50 East Swedesford Road
 Street Address: 50 East Swedesford Road
 City Frazer State PA ZIP 19355

Additional name(s) of conveying party(ies) attached?
 Yes No

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

3. Nature of Conveyance:
33

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 25, 1980

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)
TM

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

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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 2/1/99
 Signature Date

Total number of pages including cover sheet, attachments and document: 18

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

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 1995



Bill Jones

Secretary of State

A225980

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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 DE, 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.

TRADEMARK

REEL: 001913 FRAME: 0716

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 the 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.

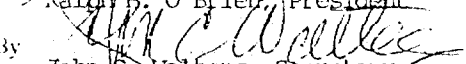
11. This Agreement of Merger and the Agreement and Plan of Merger are to be construed together in order to effectuate their purposes.

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)

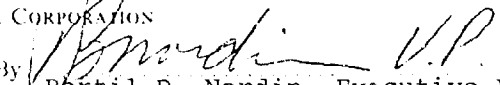
MDS-QANTELL, INC.

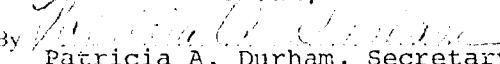
By 
Ralph B. O'Brien, President

By 
John C. Walters, Secretary

(SEAL)

QANTELL CORPORATION

By 
Bertil D. Nordin, Executive V.P.

By 
Patricia A. Durham, Secretary

MDS-QANTEL, INC.

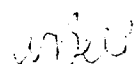
Officers' Certificate

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:

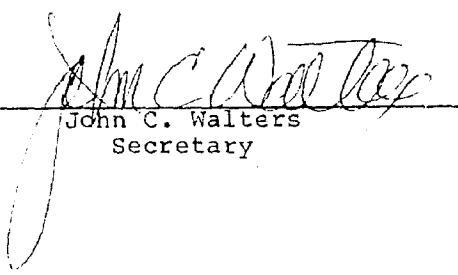
1. The Agreement of Merger attached was approved by the Board of Directors of the Corporation. The Agreement of Merger was entitled to be approved by the Board of Directors alone pursuant to Section 1201 of the Corporations Code.

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:

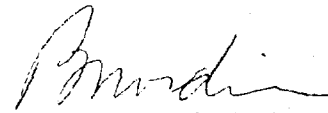
(a) The total number of outstanding shares of each class and series of stock of the Company entitled to vote on the merger of the Company with and into MDS-Qantel, Inc., a California corporation and a wholly-owned subsidiary of Mohawk Data Sciences Corp., a New York corporation, was as follows:

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

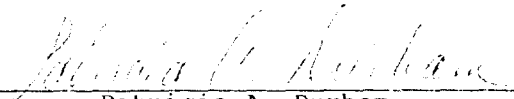
(b) The principal terms of the Agreement of Merger in the form attached were approved by the Company by a vote of a number of shares of each class and series which equaled or exceeded the vote required. The vote required of each class or series in order to approve the principal terms of the Agreement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



Bertil D. Nordin
Executive Vice President



Patricia A. Durham
Secretary

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State of Delaware

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OUT



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

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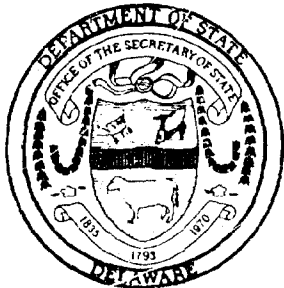
JUN 28 1991

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: *3086976

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

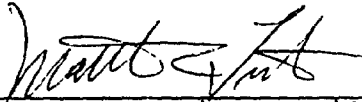
(b) the separate existence of Qantel Business shall cease and said corporation shall be merged into MDS Capital and MDS Capital shall possess all the rights, privileges, powers, and franchises of a public and private nature and shall be subject to all the duties of Qantel Business, and all the rights, 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

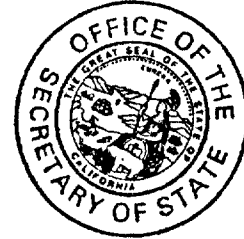
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TRADEMARK
REEL: 001913 FRAME: 0727

State of California

SECRETARY OF STATE



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

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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

March Fong Eu
MARCH FONG EU, 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.

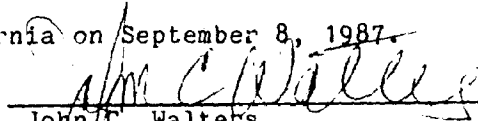
5. The designation and total number of outstanding shares entitled to vote on or give written consent to said amendment and the minimum percentage vote required of each class or series entitled to vote on or to give written consent to said amendment for approval thereof are as follows:

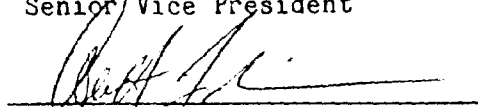
<u>Designation</u>	<u>Number of shares outstanding entitled to vote or give written consent</u>	<u>Minimum percentage vote required to approve</u>
Capital Stock	1,000	more than 50%

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

