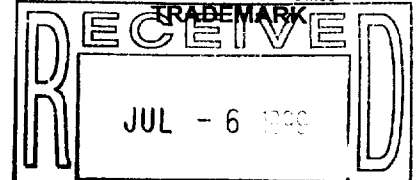


07-08-1999



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MJD  
7-6-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)
- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/06/1999 BNGUYEN 00000302 75505972

01 FC:481 40.00 OP  
02 FC:482 225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Name of Person Signing

Signature

Date Signed

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="7555972"/>	<input type="text" value="75570455"/>	<input type="text" value="75570454"/>
<input type="text" value="7555973"/>	<input type="text" value="7555974"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1790283"/>	<input type="text" value="1316822"/>	<input type="text" value="1315634"/>
<input type="text" value="1793575"/>	<input type="text" value="1792502"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Allison Z. Gifford

6/30/99

Name of Person Signing

Signature

Date Signed

State of Delaware

Office of the Secretary of State PAGE 1

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 MERGER, WHICH MERGES:

"SIMKAR CORPORATION", A DELAWARE CORPORATION,  
WITH AND INTO "SIMKAR LLC" UNDER THE NAME OF "SIMKAR LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF JANUARY, A.D. 1999, AT 3:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



*Edward J. Freel*

Edward J. Freel, Secretary of State

2988334 8100M

AUTHENTICATION: 9502568

991001724

DATE: 01-05-99

TRADEMARK  
REEL: 001924 FRAME: 0031

**Certificate of Merger**

of

**SIMKAR CORPORATION**  
(a Delaware corporation)

with and into

**SIMKAR LLC**  
(a Pennsylvania limited liability company)

Under  
Section 264 of the General Corporation Law  
of the State of Delaware

Pursuant to Section 264(c) of the General Corporation Law of the State of Delaware (the "GCL"), Simkar Corporation, a Delaware corporation ("Simkar Corp.") and Simkar LLC, a Pennsylvania limited liability company ("Simkar LLC"), hereby certify to the following information relating to the merger of Simkar Corp. with and into Simkar LLC (the "Merger"):

1. The names and states of domicile of Simkar Corp. and Simkar LLC, which are the constituent entities in the Merger (the "Constituent Entities"), are as follows:

<u>Name</u>	<u>State of Domicile</u>
Simkar Corporation . . . . .	Delaware
Simkar LLC . . . . .	Pennsylvania

2. The Agreement and Plan of Merger, dated as of December 30, 1998, between Simkar Corp. and Simkar LLC (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the provisions of Section 264(c) of the GCL.

3. The name of the limited liability company surviving the Merger is Simkar LLC.


4. An executed Merger Agreement is on file at the principal place of business of Simkar LLC, the surviving limited liability company, which is located at 601 East Cayuga Street, Philadelphia, PA 19120.

5. A copy of the Merger Agreement will be furnished by Simkar LLC, the surviving limited liability company, on request and without cost, to any stockholder of Simkar Corp. and to any member of Simkar LLC.

6. This Certificate of Merger shall be effective upon filing.
7. Simkar LLC, the surviving limited liability company, agrees to be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Simkar Corp., or for enforcement of any obligation of Simkar LLC arising from the Merger, including any suit or other proceeding to enforce the rights of any stockholders of Simkar Corp. as determined in appraisal proceedings pursuant to the provisions of Section 262 of the GCL. Simkar LLC irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suits or proceedings. A copy of any process served upon the Secretary of State of the State of Delaware shall be mailed to United Corporate Services, Inc. 15 E. North, Dover, DE 19901.


IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 30th day of December, 1998.

SIMKAR CORPORATION

By:   
Name: Michael D. Klingman  
Title: Executive Vice President

SIMKAR LLC

By: SIMKAR CORPORATION,  
its sole member

By:   
Name: Michael D. Klingman  
Title: Executive Vice President

PH.416375.4

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722

377

SIMKAR LLC

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.  
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE  
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS  
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY  
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2852253

MICROFILM NUMBER: 09901

0804-0809

L PAYNE  
DUANE MORRIS & HECKSCHER LLP  
COUNTER

TRADEMARK  
REEL: 001924 FRAME: 0034

9901-804

JAN 04 1999

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number 2852253

*Kim Fitzgerald*  
ACTING Secretary of the Commonwealth

**CERTIFICATE OF MERGER OR CONSOLIDATION-LIMITED LIABILITY COMPANY**

DSCB:15-8958 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8958 (relating to certificate of merger or consolidation), the undersigned limited liability company(s), desiring to effect a merger or consolidation, hereby state that:

1. The **name** of the limited liability company surviving the merger or consolidation is: **SIMKAR LLC**

2. (Check and complete one of the following):

The surviving limited liability company is a domestic limited liability company and the (a) **address** of its current registered office in this Commonwealth or (b) **name** of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 700 Ramona Avenue Philadelphia PA 19120 Philadelphia  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

\_\_\_\_\_ The surviving limited liability company is a qualified foreign limited liability company formed under the laws of \_\_\_\_\_ and the (a) **address** of its current registered office in this Commonwealth or (b) **name** of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) \_\_\_\_\_  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

\_\_\_\_\_ The surviving limited liability company is a nonqualified foreign limited liability company formed under the laws of \_\_\_\_\_ and the **address** of its principal office under the laws of such domiciliary jurisdiction is:

\_\_\_\_\_ Number and Street City State Zip

3. The **name** and the **address** of its current registered office in this Commonwealth or **name** of its commercial registered office provider and the county of venue of each other domestic limited liability company and qualified foreign limited liability company or other entity which is a party to the plan of merger or consolidation are as follows:

Name of Limited Liability Company or other Entity Address of Registered Office or Name of Commercial Registered Office Provider County  
Simkar Corporation c/o United Corporate Services, Inc. Dauphin

JAN -4 '99

PA Dept. of State

TRADEMARK  
REEL: 001924 FRAME: 0035

4. (Check, and if appropriate complete, one of the following):

The plan of merger or consolidation shall be effective upon filing this Certificate of Merger or Consolidation in the Department of State.

The plan of merger or consolidation shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

5. The manner in which the plan of merger or consolidation was adopted by each domestic limited liability company is as follows:

Name of Limited Liability Company	Manner of Adoption
<u>SIMKAR LLC</u>	<u>Adopted by the members and managers pursuant to 15 Pa.C.S. §8957(g).</u>
_____	_____
_____	_____

6. (Strike out this paragraph if no foreign limited liability company is a party to the merger or consolidation): The plan was authorized, adopted or approved, as the case may be, by the foreign limited liability company or corporation party to the plan in accordance with the laws of the jurisdiction in which it is organized.

7. (Check, and if appropriate complete, one of the following):

The plan of merger or consolidation is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 8958(b) (relating to omission of certain provisions of plan of merger or consolidation) the provisions, if any, of the plan of merger or consolidation that amend or constitute the operative Certificate of Organization of the surviving limited liability company as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger or consolidation is on file at the principal place of business of the surviving limited liability company, the address of which is:

Number and Street	City	State	Zip
_____	_____	_____	_____

IN TESTIMONY WHEREOF, the undersigned limited liability company and corporation has caused this Certificate of Merger or Consolidation to be signed by a duly authorized member or manager or officer thereof this 30th day of December, 19 98.

SIMKAR LLC  
(Name of Limited Liability Company)

BY: *Michael D. J. Man*  
(Signature)

TITLE: Executive Vice President

SIMKAR CORPORATION  
(Name of Corporation)

BY: *Michael D. J. Man*  
(Signature)

TITLE: Executive Vice President



**AGREEMENT AND PLAN OF MERGER****OF****SIMKAR CORPORATION**  
(a Delaware corporation)**WITH AND INTO****SIMKAR LLC**  
(a Pennsylvania limited liability company)

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is entered into this 30<sup>th</sup> day of December, 1998, by and between **SIMKAR CORPORATION**, a Delaware corporation ("Simkar Corp."), and **SIMKAR LLC**, a Pennsylvania limited liability company ("Simkar LLC; and together with Simkar Corp., sometimes referred to herein as the "Constituent Entities").

**W I T N E S S E T H :**

**WHEREAS**, Simkar Corp. is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware; and

**WHEREAS**, Simkar LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, the stockholders and the board of directors of Simkar Corp. have determined that it is in the best interests of Simkar Corp. that Simkar Corp. change its form of business to that of a Pennsylvania limited liability company and thereafter continue its business as a Pennsylvania limited liability company; and

**WHEREAS**, the stockholders and the board of directors of Simkar Corp. and the sole member and the board of managers of Simkar LLC deem it advisable that, to effectuate such change to, and continuation as, a Pennsylvania limited liability company, Simkar Corp. merge with and into Simkar LLC, with Simkar LLC as the surviving entity (the "Merger"), in accordance with the applicable laws of the State of Delaware and the Commonwealth of Pennsylvania and upon the terms and subject to the conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and provisions herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**THE MERGER**

**1.1 Merger of Simkar Corp. with and into Simkar LLC.** In accordance with the provisions of this Agreement and the applicable laws of the State of Delaware and the Commonwealth of Pennsylvania, at the Effective Time (as defined in Section 1.4 hereof) Simkar Corp. shall be merged with and into Simkar LLC, which shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). After the Effective Time, Simkar LLC shall continue its existence as a Pennsylvania limited liability company and shall continue to conduct its business under the name of Simkar LLC. At the Effective Time, the separate existence of Simkar Corp. shall cease.

**1.2 Effect of the Merger.**

(a) At the Effective Time, Simkar LLC shall possess all of the property, real, personal and mixed, and all of the rights, privileges, immunities, powers and franchises, of a public as well as a private nature, and shall be subject to all the liabilities, debts and obligations, restrictions, disabilities and duties, of a surviving limited liability company as set forth more fully in Section 8959 of the Pennsylvania Limited Liability Company Law ("PLLCL") and in Section 259 of the General Corporation Law of the State of Delaware ("DGCL").

(b) From and after the Effective Time and until further amended in accordance with the applicable laws of the Commonwealth of Pennsylvania, the Certificate of Organization of Simkar LLC as in effect immediately prior to the Effective Time shall continue to be the Certificate of Organization of the Surviving Entity as the entity surviving the Merger.

(c) From and after the Effective Time and until altered, amended or repealed in accordance with applicable law and in accordance with its terms, the Operating Agreement of Simkar LLC as in effect immediately prior to the Effective Time shall continue to be the Operating Agreement of the Surviving Entity as the entity surviving the Merger.

**1.3 Additional Actions.** If, at any time after the Effective Time, Simkar LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in Simkar LLC, title to and possession of any property or right of Simkar Corp. acquired or to be acquired by reason of, in connection with, or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement, Simkar Corp., its directors and officers shall be deemed to have granted to Simkar LLC an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in Simkar LLC and otherwise to carry out

the purposes of this Agreement; and the managers and officers of Simkar LLC are fully authorized in the name of Simkar Corp. or otherwise to take any and all such action.

**1.4 Delivery and Filing of Certificate of Merger; Effective Time of Merger.**

Subject to the provisions of this Agreement, the Constituent Entities will cause a Certificate of Merger to be filed with the Secretaries of State of the Commonwealth of Pennsylvania and the State of Delaware, as provided in Section 8958 of the PLLCL and Section 264 of the DGCL. The Merger shall be effective upon the filing of the Certificates of Merger (the "Effective Time").

**ARTICLE II**

**MANNER OF CONVERTING EQUITY INTERESTS**

**2.1 Conversion.**

(a) At the Effective Time, each share of common stock of Simkar Corp. issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Constituent Entities or any stockholder or member thereof, automatically be converted into one common unit of Simkar LLC.

(b) At the Effective Time, each share of preferred stock of Simkar Corp. issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Constituent Entities or any stockholder or member thereof, automatically be converted into one preferred unit of Simkar LLC.

(c) At the Effective Time, all ownership interest in Simkar LLC owned by Simkar Corp. prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Constituent Entities or any stockholder or member thereof, automatically be terminated.

(d) All options outstanding under the Simkar Corp. 1997 Stock Option Plan (the "Option Plan") shall remain outstanding as options of Simkar LLC subject to adjustments by the board of managers of Simkar LLC pursuant to Section 13(a) of the Option Plan.

**ARTICLE III**

**AMENDMENT AND TERMINATION**

**3.1 Amendment.** This Agreement may be amended by the Constituent Entities, to the fullest extent permitted by law, by an amendment duly executed by the parties hereto at any time prior to the Effective Time.

3.2 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned by agreement of the Constituent Entities. If terminated as provided in this Section 3.2, this Agreement shall forthwith become wholly void and of no further force or effect.

**ARTICLE IV  
MISCELLANEOUS**

4.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

4.2 Governing Law. This Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the internal laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles.

4.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way its meaning or interpretation.

IN WITNESS WHEREOF, the parties executed this Agreement as of the day and year first above written.

SIMKAR CORPORATION

By: William J. Egan  
Name:  
Title: Pres & CEO

SIMKAR LLC

By: Simkar Corporation,  
its sole member

By: William J. Egan  
Name:  
Title: Pres & CEO