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02-03-2000



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TO THE HON. COMMISSIONER OF PATENTS & TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPIES THEREOF.

RECEIVED
2000 JAN 05 PM 2:31
OPR/FINANCE

1. NAME AND ADDRESS OF CONVEYING PARTY

ASTROPHYSICS RESEARCH CORPORATION
4031 Via Oro Avenue
Long Beach, California 90801-5709

(California Corporation)

Additional names of conveying parties attached? No.

2. NAME AND ADDRESS OF RECEIVING PARTY

EG&G ASTROPHYSICS RESEARCH CORPORATION
4031 Via Oro Avenue
Long Beach, California 90801-5709

(California Corporation)

Additional names of receiving parties attached? No.

3. NATURE OF CONVEYANCE:

- Assignment
- Merger
- Security Agreement
- Change of Name

Execution Date: October 31, 1988

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

4. APPLICATION OR REGISTRATION NUMBER(S)
A. Trademark Application Nos.

Additional numbers attached? No.

B. Trademark Registration Nos.

1,201,873
1,754,968

Additional numbers attached? No.

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

TIMOTHY H. HIEBERT
SAMUELS, GAUTHIER & STEVENS LLP
225 FRANKLIN STREET, SUITE 3300
BOSTON, MA 02110

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: 2

7. TOTAL FEE DUE: \$ 65.00
(Check enclosed)

If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Account identified in item 8.

8. DEPOSIT ACCOUNT NUMBER: 19-0079

DO NOT USE THIS SPACE

9. STATEMENT AND SIGNATURE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

02/03/2000 NGUYEN 00000057 1201873

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Timothy H. Hiebert
Name of Person Signing

Tim Hiebert
Signature

January 5, 2000
Signature Date

10. Total pages: 5

001.002

TRADEMARK
REEL: 002015 FRAME: 0781

A359805
ENDORSED
FILED
In the office of the Secretary of State
of the State of California
OCT 31 1988
MARCH FONG EU, Secretary of State

AGREEMENT OF MERGER
OF
ASTROPHYSICS RESEARCH CORPORATION
AND
ESSEX PLACE ASTROPHYSICS, INC.

THIS AGREEMENT OF MERGER (this "Agreement") is entered into as of this 31st day of October, 1988 by and among Astrophysics Research Corporation, a California corporation ("ARC"), and Essex Place Astrophysics, Inc., a California corporation ("Subsidiary").

1. ARC is a California corporation authorized to issue 20,000,000 shares of common stock, par value \$.10 per share ("Common Stock"), of which 8,206,522 shares are outstanding, and 420,000 shares of 7 3/4% Cumulative Convertible Preferred Stock, par value \$1.40 per share ("Preferred Stock"), of which no shares are outstanding.

2. Subsidiary is a California corporation authorized to issue 500 shares of common stock, no par value, of which 500 shares are outstanding as of the date hereof, all of which are owned by EG&G, Inc.

3. Subsidiary shall be merged with and into ARC (the "Merger") in accordance with the General Corporation Law of the State of California and on the terms and conditions hereinafter set forth. At the Effective Time of the Merger (as hereinafter defined), the separate existence of Subsidiary shall cease, ARC shall be the surviving corporation and ARC shall succeed, without other transfer, to all the rights and property of Subsidiary and shall be subject to all the debts and liabilities thereof in the same manner as if ARC had itself incurred them. All rights of creditors and all liens put on the property of each corporation shall be preserved unimpaired; provided that such liens shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

4. At the Effective Time of the Merger, each outstanding share of common stock of Subsidiary shall be converted into one share of Common Stock of ARC.

5. At the Effective Time of the Merger, each share of Common Stock outstanding immediately prior to the Effective Time of the Merger (except for any such shares

held by shareholders of ARC who perfect their rights as dissenting shareholders under California law, which shares shall have the rights and shall be extinguished as provided by California law) (collectively, the "Shares") shall by virtue of the Merger cease to be outstanding and shall be converted into .2376158 shares of common stock, par value \$1.00 per share, of EG&G.

6. Fractional shares shall not be issued and fractions of half or more shall be rounded to the next higher number of whole shares and fractions of less than half shall be disregarded except that if the fraction of a share which any person would otherwise be entitled to receive is one-half of one percent or more of the total shares such person would be entitled to receive, then such person shall receive the next higher number of whole shares.

7. The conversion of shares as provided by this Agreement shall occur automatically upon the Effective Time of the Merger without action by the holders thereof. Each holder of shares thereupon shall surrender his or her share certificate or certificates to a representative of the First National Bank of Boston (the "Disbursing Agent") and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares into which his or her shares theretofore represented by a certificate or certificates so surrendered shall have been converted as aforesaid. Each holder of a certificate or certificates representing shares of ARC Common Stock who has not surrendered his or her shares to the Disbursing Agent within six months after the Effective Time of the Merger shall look only to the Parent for delivery of certificates representing shares of common stock in the Parent to which such stockholder is entitled, subject to applicable escheat and other similar laws.

8. Notwithstanding that the conversion of shares pursuant to this Agreement is automatic at the Effective Time of the Merger without action on the part of the shareholder, dividends shall not be paid on the converted shares until the surrender of certificates as provided in paragraph 7, but the amount of such dividends shall be set aside. Upon such surrender of the certificate or certificates, the dividends thus set aside shall be paid.

9. After the Effective Time of the Merger, Article First of the Articles of Incorporation of ARC shall be amended and restated to read as follows:

"FIRST: The name of this corporation is
EG&G Astrophysics Research Corporation."

10. The Bylaws of the Subsidiary shall become the Bylaws of ARC by the Merger.

11. Prior to the filing of this Agreement with the Secretary of State of the State of California, this Agreement may be amended by written agreement of the Boards of Directors of Subsidiary and ARC, or by their respective officers authorized by such Boards of Directors notwithstanding approval of this Agreement by the shareholders of ARC and Subsidiary, provided that no such amendment shall reduce the amount or change the form of the consideration to be paid to the shareholders pursuant to this Agreement without the requisite vote of the shareholders.

12. The effective date of the Merger is the date on which a copy of this Agreement of Merger is filed with the Secretary of State of the State of California (the "Effective Time of the Merger").

13. The corporations parties to this Agreement are also parties to an Agreement and Plan of Reorganization and Merger. The two agreements are intended to be construed together in order to effectuate their purposes.

14. This Agreement is intended as a Plan of Reorganization within the meaning of Section 368 of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties have caused this Agreement of Merger to be executed as of the date first above written.

ASTROPHYSICS RESEARCH CORPORATION
a California corporation

By: 
Chairman of the Board of
Directors

By: 
Secretary

ESSEX PLACE ASTROPHYSICS, INC., a
California corporation

By: 
President

By: 
Secretary



State
of
California
SECRETARY OF STATE

EG&G ASTROPHYSICS

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

That the annexed transcript 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

JUL 19 1996



Bill Jones

Secretary of State