



RECORDATION FORM COVER SHEET

Docket No.:

05-26-2000

06-27-2000

Y 5-26-00

87385

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #57



101390635

attached original documents or copy thereof.

Address of receiving party(ies):

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

PLAY-TECH, INC.

Name: VTECH INDUSTRIES LLC

Internal Address: \_\_\_\_\_

Street Address: 101 E. Palatine Road

City: Wheeling State: IL ZIP: 60090

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

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

Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: May 28, 1999

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

A. Trademark Application No. (s)

SEE  
ATTACHED

B. Trademark Registration No. (s)

75430480 SEE  
ATTACHED

Additional numbers attached?  Yes  No

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

Name: Richard Eugene Dick

Internal Address: Law Offices of Dick and Harris

Street Address: 181 W. Madison

Suite 3800

City: Chicago State: IL ZIP: 60602

6. Total number of applications and registrations involved:.....

27

7. Total fee (37 CFR 3.41):.....\$ \$690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06/26/2000 JFALLANE 0000022 75430480

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
650.00 OP

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.

Herbert H. Finn

Name of Person Signing

*Herbert H. Finn*

Signature

May 23, 2000

Date

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

TRADEMARK  
REEL: 002092 FRAME: 0615

<u>Application Trademarks Nos.</u>	<u>Application Registration Nos.</u>
75/430,480	2,202,284
75/740,693	2,203,335
75/740,691	1,932,313
75/430,471	1,926,582
75/437,411	1,926,584
75/437,412	1,926,583
	2,206,244
	2,209,434
	2,203,334
	2,213,481
	2,204,557
	2,213,480
	2,206,245
	1,926,437
	1,603,896
	2,202,285
	2,206,243
	2,230,160
	2,202,286
	1,935,800
	2,169,693

**AGREEMENT AND PLAN OF MERGER****OF****PLAY-TECH, INC.****a Delaware corporation****INTO****VTECH INDUSTRIES, L.L.C.****a Delaware limited liability company**

This **AGREEMENT AND PLAN OF MERGER**, dated as of the 28<sup>th</sup> day of May, 1999, by and among Play-Tech, Inc., a Delaware corporation (the "Merging Entity") and VTech Industries, L.L.C., a Delaware limited liability company (the "Surviving Entity"). The Merging Entity and the Surviving Entity are sometime referred to herein as the "Constituent Entities."

WHEREAS, the Merging Entity is a corporation duly organized and existing under the laws of the State of Delaware, and the Surviving Entity is a limited liability company duly organized and existing under the laws of the State of Delaware; and

WHEREAS, VTech USA Holdings, L.L.C., a Delaware limited liability company is the sole stockholder of the Merging Entity and the Sole Member of the Surviving Entity; and

WHEREAS, the Board of Directors of the Merging Entity and the Managers of the Surviving Entity deem it advisable for the general welfare and advantage of the Constituent Entities and the stockholder and member of the Constituent Entities, that the Constituent Entities merge into a single entity pursuant to this Agreement, the Delaware Limited Liability Company Act and the Delaware General Corporation Law.

NOW, THEREFORE, the parties agree that the Constituent Entities shall be merged on the following terms and conditions:

1. The Merger. At the Effective Time (as defined below) of the merger, the Merging Entity shall be merged with and into the Surviving Entity pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 264 of the Delaware General Corporation Law (the "Merger") and the separate existence of the Merging Entity will cease.

2. Effective Time. The parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the "Certificate of Merger") with the Secretary of State of Delaware in such form as required by, and executed in accordance with, the relevant provisions of the Delaware Limited Liability Company Act and the Delaware General Corporation Law. The effective time of the Merger shall be upon filing of the Articles of Merger with the Secretary of State of Delaware (the "Effective Time"). The effective time of the merger for accounting

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purposes shall be as of May 31, 1999.

3. Certificate of Formation and Limited Liability Company Agreement

(a) The Certificate of Formation of the Surviving Entity at the Effective Time of the Merger shall be the Certificate of Formation of the Surviving Entity immediately following the Merger. Such Certificate of Formation shall remain as such until further amended as provided by law.

(b) The Limited Liability Company Agreement of the Surviving Entity at the Effective Time of the Merger shall be the Limited Liability Company Agreement of the Surviving Entity immediately following the Merger, until altered or amended in accordance with the provisions thereof and Delaware law.

4. Terms of Merger

(a) From and after the Effective Time of the Merger, the Surviving Entity shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private nature, of each of the Constituent Entities; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Entities, shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger, provided, however, that the Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the Merger.

(b) As of the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, each share of Common Stock of the Merging Entity issued and outstanding immediately prior to the Effective Time shall be canceled and no new shares of the Surviving Entity shall be issued.

(c) The Surviving Entity shall pay all expenses of carrying the Plan into effect and accomplishing the Merger provided for herein.

(d) The proper managers, officers and directors of the Constituent Entities shall execute and deliver all such documents and take all such actions as may be necessary or advisable, or as may be requested by the Surviving Entity from time to time, in order to vest fully all the property rights of the Constituent Entities in the Surviving Entity and otherwise carry out this Plan.

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(e) Anything herein or elsewhere to the contrary notwithstanding, this Plan may be abandoned by the mutual consent of the Constituent Entities, evidenced by appropriate resolutions of their respective governing bodies, at any time prior to the Effective Time of the Merger.

IN WITNESS WHEREOF, each of the Constituent Entities has caused this Agreement to be signed by its duly authorized officer or manager on the day and year first above written.

MERGING ENTITY:

SURVIVING ENTITY:

PLAY-TECH, INC.

VTECH INDUSTRIES, L.L.C.

By: [Signature]  
Name:  
Title:

By: [Signature]  
Name:  
Title:

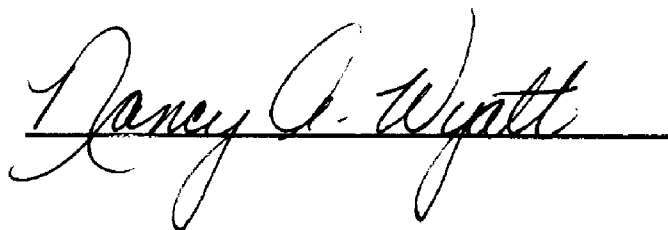
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**CERTIFICATE OF MAILING VIA FIRST CLASS MAIL**

In Re Appln of: VTech Industries, LLC  
Case No.: 87385  
For: PLAY-TECH, INC.

Date of Deposit – May 23, 2000

I hereby certify that this U.S. Trademark Recordation Form Cover Sheet, Agreement and Plan of Merger, and Check #36881 in the amount of \$690.00 for Total Fees is being deposited with the United States Postal Service under 37 C.F.R. Section 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513

A handwritten signature in cursive script, reading "Nancy A. Wyatt", is written over a solid horizontal line.

# Expense/Check Request Form

**Payable to:** COMMISSIONER OF PATENTS & TRADEMARKS

**Date:** May 23, 2000

**Requested by:** Herbert H. Finn

**Return check to :** Nancy

**Latest date and time  
check required by:** TODAY

<u>Client Code</u>	<u>File No.</u>	<u>Description</u>	<u>Total Amount</u>
VTI	<del>86274</del> 87 385	Recordation Fee	\$690.00

**ENTERED**