

TRADEMARKS ONLY

01-05-2001

D

MLO
12.18.00

To the Honorable
Please receive



marks
thereof.

101575174

1. Name of Party(ies) conveying an interest.

Amerlux, Inc.
23 Daniel Road East
Fairfield, NJ 07004



12-18-2000

U.S. Patent & TMO/TM Mail RcptDt. #34

Entity:

- Individual(s)
- General Partnerships
- Corporation-State New Jersey
- Other _____
- Association
- Limited Partnership

3. Interest Conveyed

- Assignment
- Security Agreement
- Other _____
- Change of Name
- Merger

4. Application number(s) or registration number(s).
Additional sheet attached? Yes No

A. Trademark Application No(s)

75/758112 75/758113

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

Name: Melissa L. Klipp, Esq.
Internal Address: Drinker Biddle & Shanley
Street Address: 500 Campus Drive
City: Florham Park
State: New Jersey Zip: 07932

2. Name and Address of Party(ies) receiving an interest

Name: Amerlux, LLC
Internal Address: _____
Street Address: 23 Daniel Road East
City/State/Zip Fairfield, NJ 07004

Entity: _____

- Individual(s)
- General Partnerships
- Corporation-State New Jersey
- Other LLC
- Association
- Limited Partnership

Other LLC

Citizenship _____

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

- Yes
- No

(The attached document must not be an assignment)

B. Trademark Registration No(s).

1,909,908

6. Number of applications and registrations involved:

Three

7. Amount of fee enclosed or authorized to be charged.

\$90.00

8. Deposit account number (Attach duplicate copy of the form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document December 12, 2000

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

12-15-00

Date

Signature

Melissa L. Klipp
Name of Person Signing

12/29/2000 GTDN11 00000337 75758112

01 FC:481
02 FC:482

40.00 OP
50.00 OP

460610

SF NJ2 460610v1

TRADEMARK
REEL: 002206 FRAME: 0784

AGREEMENT AND PLAN OF REORGANIZATION

Agreement and Plan of Reorganization ("Agreement") dated as of the 26th day of October, 2000 by and among AMERLUX, INC., a New Jersey corporation ("Amerlux"), SOFTWARE PLUS, INC., a New Jersey corporation ("SPI"), and AMERLUX ACQUISITION, LLC, a New Jersey limited liability company ("Acquisition").

WITNESSETH

WHEREAS, on the date of this Agreement, SPI has the authority to issue 25,000,000 shares of common stock, no par value per share ("SPI Common Stock"), of which 3,691,868 are issued and outstanding, 1,000,000 shares of Class A preferred stock, no par value per share ("SPI Class A Stock"), none of which are issued and outstanding, and 4,000,000 shares of Class B preferred stock, no par value per share ("SPI Class B Stock" and, together with the SPI Class A Stock, the "SPI Preferred Stock"), none of which are issued and outstanding; and

WHEREAS, on the date of this Agreement, SPI has outstanding certain indebtedness which, at the option of the holders thereof, is convertible into an aggregate of 2,004,250 shares of SPI Common Stock (the "SPI Convertible Debt"); and

WHEREAS, on the date of this Agreement, SPI has outstanding certain warrants which, at the option of the holders, are convertible into an aggregate of 886,424 shares of SPI Common Stock (the "SPI Warrants"); and

WHEREAS, on the date of this Agreement, Amerlux has the authority to issue 3,600,000 shares of common stock, no par value per share ("Amerlux Common Stock"), of which 958,836 shares are issued and outstanding, 1,000,000 shares of Class A Preferred Stock, no par value per share ("Amerlux Class A Stock"), of which 116,667 shares are issued and outstanding, and 1,000,000 shares of Class B preferred stock, no par value per share ("Amerlux Class B Stock" and, together with the Amerlux Class A Stock, the "Amerlux Preferred Stock"), of which 875,000 shares are issued and outstanding; and

WHEREAS, on the date of this Agreement, Frank P. Diassi has the right pursuant to that certain Warrant dated July 31, 1995 to purchase up to 200,503 shares of Amerlux Common Stock (the "Diassi Warrant"); and

WHEREAS, on the date of this Agreement, SPI is the sole member of Acquisition; and

WHEREAS, on the date of this Agreement, Amerlux has in effect the following stock appreciation rights plans: the Amerlux, Inc. Stock Appreciation Rights Plan for Members of the Board of Directors and Advisory Board, the Amerlux, Inc. Executive Stock Appreciation Rights Plan and the Amerlux, Inc. Equity Stock Appreciation Rights Plan, as amended (the foregoing being collectively referred to as the "Amerlux SAR Plans"); and

WHEREAS, on the date of this Agreement, SPI has in effect the following stock appreciation rights plans: the Software Plus, Inc. Long-Term Equity Participation Plan, as amended (the "SPI Long-Term SAR Plan"), the Software Plus, Inc. Equity Stock Appreciation Rights Plan, as amended (the "SPI Equity SAR Plan"), and the Software Plus, Inc. Equity Stock Appreciation Rights Plan for Members of the Advisory Board to the Board of Directors (the "SPI Advisory Board Equity SAR Plan" and, together with the SPI Long Term SAR Plan and the SPI Equity SAR Plan, the "SPI SAR Plans"); and

WHEREAS, SPI and Amerlux desire that Amerlux be merged with and into Acquisition, with Acquisition being the survivor of said merger, upon the terms and conditions hereinafter set forth (the "Reorganization"); and

WHEREAS, for federal income tax purposes, it is intended that the Reorganization qualify as a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the respective Boards of Directors and shareholders of SPI and Amerlux and the sole member and the Management Board of Acquisition have approved the Reorganization.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein and to set forth the terms and conditions of the Reorganization, the parties hereto hereby agree as follows:

ARTICLE I

The Reorganization

1.1 **The Reorganization.** Subject to the terms and conditions of this Agreement, at the Effective Time (as hereinafter defined), in accordance with this Agreement and the New Jersey Business Corporation Act ("NJBCA"), Amerlux shall be merged with and into Acquisition and the separate existence of Amerlux shall cease. Acquisition shall continue as the surviving business entity under the name "Amerlux, LLC" unless and until its Certificate of Formation shall be further amended to change its name.

1.2 **Consummation of the Reorganization.** As soon as practicable after the satisfaction or waiver of the conditions to the obligations of the parties to effect the

Reorganization, provided that this Agreement has not been terminated previously, the parties hereto will cause the Reorganization to be consummated by filing with the Treasurer of the State of New Jersey a properly executed certificate of merger merging Amerlux with and into Acquisition in accordance with the NJBCL and this Agreement. The Reorganization shall be effective upon the filing of such certificate or on such later date as may be specified therein (the time of such effectiveness being the "Effective Time").

1.3 Effect of Reorganization

(a) Acquisition shall be the surviving business entity and the identity, existence, rights, privileges, powers, immunities, purposes and franchises, of a public or private nature, of Acquisition shall continue unaffected and unimpaired by the Reorganization, and the rights, privileges, powers, immunities, purposes and franchises, of a public or private nature, of Amerlux, to the extent consistent with Acquisition's Operating Agreement, shall be merged into Acquisition and Acquisition shall, as the surviving business entity, be fully vested therewith and shall thereupon and thereafter be the possessor thereof.

(b) All property, real, personal and mixed, and all debts due on whatever account, and all choses in action, and all and every other interest, of or belonging to or due to Acquisition and Amerlux, respectively, shall be taken and deemed to be transferred to and vested in Acquisition as the surviving business entity without further act or deed, and the title to any real estate, or any interest therein, vested in Acquisition or Amerlux shall not revert or be in any way impaired by reason of the Reorganization.

(c) Acquisition, as the surviving business entity, shall be responsible and liable for all of the obligations and liabilities of Acquisition and Amerlux, and any claim existing or action or proceeding pending by or against Acquisition or Amerlux may be prosecuted to judgment against each as if the Reorganization had not taken place. Neither the rights of creditors nor any liens upon, or security interests in, the property of Acquisition or Amerlux shall be impaired by the Reorganization.

1.4 Change of Name. As of the Effective Date of the Reorganization, the name of Acquisition shall be amended to be "Amerlux, LLC".

ARTICLE II

Conversion of Securities

2.1 Conversion of Securities. By virtue of the Reorganization and without any action on the part of the holders of Amerlux Common Stock and Amerlux Preferred Stock, at the Effective Time, all of the issued and outstanding shares of Amerlux Common Stock shall be cancelled and converted automatically into shares of SPI Common Stock on a 1 for 4.36 basis, all of the issued and outstanding shares of Amerlux Class A Stock shall be cancelled and converted

into shares of SPI Class A Stock on a 1 for 4.36 basis, and all of the issued and outstanding shares of Amerlux Class B Stock shall be cancelled and converted into shares of SPI Class B Stock on a 1 for 4.36 basis. In addition, the Diassi Warrant shall be cancelled and converted into a warrant to purchase shares of SPI Common Stock on the same exchange basis applicable to Amerlux Common Stock, subject to the satisfaction of the terms and conditions of the Diassi Warrant in effect as of the Effective Time.

2.2 Exchange of Certificates.

(a) At or after the Effective Time, each shareholder of Amerlux shall deliver to SPI the certificate or certificates representing his or its shares of Amerlux Common Stock (each, an "Amerlux Common Certificate") for cancellation pursuant hereto. Upon surrender to SPI of an Amerlux Common Certificate for cancellation, each shareholder of Amerlux surrendering such Amerlux Common Certificate shall be entitled to receive in exchange therefor a certificate representing the number of shares of SPI Common Stock which such shareholder is entitled to receive in accordance with Section 2.1 above.

(b) At or after the Effective Time, each shareholder of Amerlux shall deliver to SPI the certificate or certificates representing its shares of Amerlux Preferred Stock (each, an "Amerlux Preferred Certificate" and, together with the Amerlux Common Certificates, the "Amerlux Certificates") for cancellation pursuant hereto. Upon surrender of an Amerlux Preferred Certificate to SPI for cancellation, each shareholder of Amerlux surrendering such Preferred Certificate shall be entitled to receive in exchange therefor a certificate representing the number of shares of SPI Preferred Stock which such shareholder is entitled to receive in accordance with Section 2.1 above.

(c) Notwithstanding the foregoing, any Amerlux Certificates being held in escrow pursuant to that certain Escrow Agreement dated August 18, 1995 among Winged Lion Holdings I, LLC, the Small Business Administration and the escrow agent named therein shall be delivered to SPI for cancellation in accordance with this Agreement by said escrow agent (or its duly appointed successor) in accordance with the conditions set forth therein.

2.3 Accumulated but Unpaid Dividends on Amerlux Preferred Stock. At the Effective Time, all accrued but unpaid dividends on the Amerlux Preferred Stock will be deemed to be accrued under the SPI Preferred Stock into which such Amerlux Preferred Stock is converted hereunder (the "Converted Dividends") and allocated among the former Amerlux shareholders in accordance with their interests therein. The Converted Dividends will continue to accrue and be payable in accordance with, and will otherwise be subject to, the terms and conditions of the SPI Preferred Stock to which such Converted Dividends relate.

2.4 Existing SPI Common Stock, SPI Preferred Stock, SPI Convertible Debt and SPI Warrants. All shares of SPI Common Stock and SPI Preferred Stock and all SPI Convertible Debt and SPI Warrants issued and outstanding immediately prior to the Effective

Time shall continue in full force and effect from and after the Effective Time subject to their respective terms without the necessity of any action by the holders thereof.

ARTICLE III

Stock Appreciation Rights Plans

3.1 Amerlux SAR Plans. At the Effective time, Acquisition shall assume automatically the rights and obligations under the Amerlux SAR Plans which shall continue in full force and effect subject to their respective terms, provided, however, that, from and after the Effective Time, the Amerlux SAR Plans shall be deemed to be amended so that (i) all references therein to the "Company" shall mean "Amerlux, LLC"; (ii) all references therein to "Common Stock" shall mean the "Membership Interest in Amerlux, LLC" (which, as provided in the Operating Agreement of Acquisition, shall be deemed to consist of 2,151,006 units); (iii) all references to "Per Share Value" shall mean "Per Unit Value"; and (iv) for the purposes of valuing the Rights under, and as defined in, the Amerlux SAR Plans, Amerlux, LLC shall be valued on a stand-alone basis and not on a consolidated basis with SPI or any other subsidiary or affiliate of SPI.

3.2 SPI SAR Plans. From and after the Effective Time, each of the SPI SAR Plans shall be deemed to be amended to provide that, for the purposes of (a) valuing the Rights under, and as defined in, the SPI Equity SAR Plan and the SPI Advisory Board Equity SAR Plan and (b) valuing the Units under, and as defined in, the SPI Long-Term SAR Plan, SPI shall be deemed to have issued and outstanding 6,582,542 shares of SPI Common Stock and shall be valued on a stand-alone basis and not on a consolidated basis with Acquisition or any subsidiary or affiliate of SPI.

ARTICLE IV

Corporate Governance

4.1 Certificate of Formation and Operating Agreement. The Certificate of Formation of Acquisition as in effect immediately prior to the Effective Time shall be the Certificate of Formation of Acquisition immediately after the Effective Time. The Operating Agreement of Acquisition as in effect immediately prior to the Effective Time (the "Operating Agreement") shall be the Operating Agreement of Acquisition immediately after the Effective Time.

4.2 Management Board. From and after the Effective Time, until their successors are duly elected or appointed and qualified in accordance with applicable law the persons constituting the Management Board of Acquisition, namely, Frank P. Diassi, Michael G.

Mark, Frank P. Diassi, III and Charles J. Campagna, immediately prior to the Effective Time shall constitute the Management Board of Acquisition immediately after the Effective Time.

ARTICLE V

Representations and Warranties of Acquisition

5.1 **Organization.** Acquisition is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Jersey.

5.2 **Authority.** Acquisition has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance by Acquisition of the transactions contemplated hereby have been duly authorized by the Management Board and the sole Member of Acquisition.

ARTICLE VI

Representations and Warranties of SPI

6.1 **Organization.** SPI is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey.

6.2 **Authority.** SPI has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance by SPI of the transactions contemplated hereby have been duly authorized by the Board of Directors and shareholders of SPI.

ARTICLE VII

Representations and Warranties of Amerlux

7.1 **Organization.** Amerlux is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey.

7.2 **Authority.** Amerlux has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance by Amerlux of the transactions contemplated hereby have been duly authorized by the Board of Directors and shareholders of Amerlux.

ARTICLE VIII**Conditions to Each Party's
Obligation to Effect the Reorganization**

The respective obligations of the parties to effect the Reorganization shall be subject to the fulfillment at the Effective Time of the following conditions:

8.1 **No Judicial or Governmental Prohibition.** The respective obligations of each party to effect the Reorganization shall be subject to the condition that no preliminary or permanent injunction or other order, decree or ruling issued by any court of competent jurisdiction nor any statute, rule, regulation or order entered, promulgated or enacted by any governmental, regulatory or administrative agency or authority shall be in effect that would prevent the consummation of the Reorganization as contemplated hereby.

8.2 **Consent of SBA.** The respective obligations of each party to effect the Reorganization shall be subject to the condition that the Small Business Administration consents to the exchange by certain shareholders of Amerlux of their shares of Amerlux Common Stock and Amerlux Preferred Stock for shares of SPI Common Stock and SPI Preferred Stock pursuant to the Reorganization.

ARTICLE VIX**Termination and Abandonment**

9.1 **Termination and Abandonment.** This Agreement may be terminated and the Reorganization may be abandoned prior to the Effective Time by the respective Boards of Directors of Amerlux or SPI or by the Management Board of Acquisition.

9.2 **Effect of Termination.** In the event of the termination of this Agreement and the abandonment of the Reorganization pursuant to Section 9.1, this Agreement shall thereafter become void and have no effect, and no party hereto shall have any liability to any other party hereto, except that nothing herein shall relieve any party from liability for any willful breach hereof.

ARTICLE X

Miscellaneous

10.1 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

10.2 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, oral or written, among the parties hereto with respect to the subject matter hereof.

10.3 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

10.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws.

10.5 Amendments. This Agreement may not be amended or modified unless by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Reorganization as of the date first above written.

Amerlux, Inc.

By: _____
Charles J. Campagna, President

Software Plus, Inc.

By: _____
Michael G. Mark, Chief Executive Officer

Amerlux Acquisition, LLC

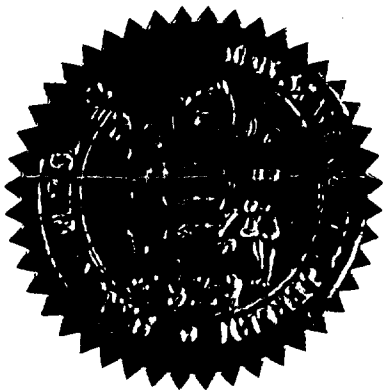
By: _____
Frank L. Weston, Senior Vice President

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

AMERLUX, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
Filed in this office
December 1, 2000
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
1st day of December, 2000



Roland M Machold

Roland M Machold
Treasurer

CERTIFICATE OF MERGER

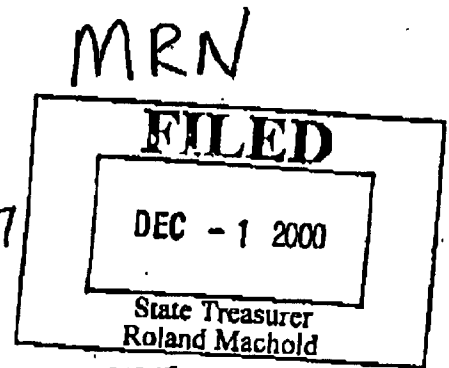
OF

AMERLUX, INC., 0100186197
a New Jersey corporation,

WITH AND INTO

AMERLUX ACQUISITION, LLC, - 0600099837
a New Jersey limited liability company

Under the Name of Amerlux, LLC



12-18-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #34

TO: The Treasurer
State of New Jersey

Pursuant to the provisions of Section 42-2B-20, Partnerships and Partnership Associations, and Sections 14A:10-1 and 14A:10-4.1, Corporations, General, of the New Jersey Statutes, the undersigned business entities hereby execute the following Certificate of Merger:

1. Amerlux, Inc., a corporation organized and existing under the laws of the State of New Jersey, shall be merged with and into Amerlux Acquisition, LLC, a limited liability company organized and existing under the laws of the State of New Jersey, with Amerlux Acquisition, LLC being the surviving business entity under the name of "Amerlux, LLC".
2. The Agreement and Plan of Reorganization (the "Plan") pursuant to which the merger is to be effectuated is attached hereto as Exhibit A and made a part hereof as if fully set forth herein.
3. The Plan has been approved and executed by each of the business entities which is to merge as of the date specified therein.
4. The number of shares of capital stock of Amerlux, Inc. entitled to vote on the Plan is 958,836 shares of Common Stock, no par value, 116,667 shares of Class A Preferred Stock, no par value, and 875,000 shares of Class B Preferred Stock, no par value. Amerlux, Inc. does not have any other class or series of capital stock entitled to vote on the Plan.

5 876191 ✓ 1665697 0600099837
5 876229 ✓ 1665746

5. Approval of the Plan by the shareholders of Amerlux, Inc. was given without a meeting by unanimous written consent of the shareholders dated October 26, 2000 pursuant to N.J.S. 14A:5-6. The number of shares voted in favor of the Plan and represented by the written consent was 958,836 shares of Common Stock, no par value, 116,667 shares of Class A Preferred Stock, no par value, and 875,000 shares of Class B Preferred Stock, no par value. No shares were voted against the Plan.

6. Approval of the Plan by the sole member of Amerlux Acquisition, LLC was given by written consent dated October 26, 2000.

7. The Plan is on file at the principal place of business of Amerlux Acquisition, LLC, the surviving business entity, the address of which is 23 Daniel Road, Fairfield, New Jersey 07004.

8. A copy of the Plan shall be furnished by Amerlux Acquisition, LLC, on request and without cost, to any member of Amerlux Acquisition, LLC or any shareholder of Amerlux, Inc.

9. Upon the filing of this Certificate of Merger, as provided in the Plan, the name of Amerlux Acquisition, LLC shall be amended to be Amerlux, LLC.

IN WITNESS WHEREOF, each of the undersigned entities has caused this Certificate of Merger to be executed in its name by its authorized signatory on the 26th day of October, 2000.

AMERLUX, INC.

By: 
Charles J. Campagna
President

AMERLUX ACQUISITION, LLC

By: 
Frank L. Weston
Senior Vice President

UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

In Re Registration of: Amerlux, Inc.

Mark: SMALL ENOUGH TO TAKE IT PERSONALLY,
BIG ENOUGH TO DO IT RIGHT

Serial No.: 75/758113



12-18-2000

U.S. Patent & TMOft/TM Mail Rcpt Dt. #34

DECLARATION OF FRANK L. WESTON

I, FRANK L. WESTON, do hereby declare that:

1. I am the Vice President and Chief Financial Officer of Amerlux, LLC and was formerly the Vice President and Chief Financial Officer of Amerlux, Inc.

2. On December 1, 2000, Amerlux, Inc. merged with Amerlux Acquisitions, LLC (renamed Amerlux, LLC). Attached hereto is a true copy of the merger document evidencing the merger of Amerlux, Inc. into Amerlux Acquisition, LLC and the change of corporate name from Amerlux, Inc. to Amerlux, LLC. Thus, Amerlux, Inc. is now known as Amerlux, LLC.

3. I make this declaration to establish a proper link in the chain of title of the above referenced trademark and to record the change of name of ownership of the referenced mark.

4. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are 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, and that such willful statements may jeopardize the validity of the above identified registered trademark.

Dated: 12-18-00



Frank L. Weston

UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

In Re Registration of: Amerlux, Inc.

Mark: AMERLUX LIGHTING SYSTEMS



Registration No.: 1,909,908

Registration Date: August 8, 1995

12-18-2000

U.S. Patent & TMOft/TM Mail RcptDt. #34

DECLARATION OF FRANK L. WESTON

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Frank L. Weston

Dated: 12-12-00

UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

In Re Registration of: Amerlux, Inc.

Mark: SMALL ENOUGH TO TAKE IT PERSONALLY,
BIG ENOUGH TO DO IT RIGHT (and Design)

Serial No.: 75/758112



DECLARATION OF FRANK L. WESTON

12-18-2000

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #34

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2. On December 1, 2000, Amerlux, Inc. merged with Amerlux Acquisitions, LLC (renamed Amerlux, LLC). Attached hereto is a true copy of the merger document evidencing the merger of Amerlux, Inc. into Amerlux Acquisition, LLC and the change of corporate name from Amerlux, Inc. to Amerlux, LLC. Thus, Amerlux, Inc. is now known as Amerlux, LLC.

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Frank L. Weston

Dated: 12-12-00