

02-26-2001



Form PTO-1594
1-31-92

ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission

101620043

e attached original documents or copy thereof.

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

 Individuals Association
 General Partnership - Limited Partnership
 Corporation- DELAWARE Other
Additional name(s) of conveying party(ies) attached? Yes No X

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

Name: DYNACORE HOLDINGS CORPORATION
Internal Address: 15th Floor
Street Address: 717 Fifth Avenue
City: New York State: N.Y. ZIP: 10022
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation
Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No X
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: **2-12-01**

Assignment Merger
Security Agreement Change of Name
Release
Execution Date: June 22, 2000 FEB 12 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/790996; 75/775996; 75/466316; 75/775998; 75/465685
Additional numbers attached? Yes No X

Trademark Registration No.(s)\
1213813; 1158006; 1000292; 1213871; 1009618; 973964;
1245086; 1008888; 979462; 979926; 979351; 980162;
972402; 979742; 1722719; 1315475; 2361206

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: ALAN BLUM, ESQ.
Internal Address: WHITE & CASE LLP

Street Address: 1155 AVENUE OF THE AMERICAS
City: NEW YORK State: N.Y. ZIP: 10036-2787
-1

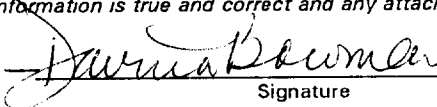
6. Total number of applications and registration involved **22**

7. Total fee (37 CFR 3.41): \$ 565.00
Enclosed (enclosed with original submission)
Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.
DAVINA M BOWMAN  2/07/01
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 14

OMB No. 0651-0011 (exp. 4/94)

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State of Delaware
Office of the Secretary of State

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DATAPOINT CORPORATION", CHANGING ITS NAME FROM "DATAPOINT CORPORATION" TO "DYNACORE HOLDINGS CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JUNE, A.D. 2000, AT 2 O'CLOCK P.M.



Harriet Smith Windsor
Secretary of State

0829140 8100

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AUTHENTICATION: 0913715

DATE: 01-12-01

TRADEMARK
REEL: 002240 FRAME: 0679

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
DATAPOINT CORPORATION**

Pursuant to Section 242 and 303 of the
Delaware General Corporation Law

The undersigned corporation, in order to amend its Certificate of Incorporation, hereby certifies as follows:

1. The corporation was incorporated under the name "DATAPOINT CORPORATION" and the original Certificate of Incorporation of the corporation was filed with the Secretary of State of Delaware on September 20, 1976.

2. Pursuant to an Approval Order of the United States Bankruptcy Court for the District of Delaware, dated June 15, 2000 (Case No. 00-18563 (PJW)) (the "Approval Order"), the corporation is authorized and directed to amend its Certificate of Incorporation to change its corporate name to DYNACORE HOLDINGS CORPORATION without any further action by its board of directors or its shareholders and the Office of the Secretary of State of the State of Delaware is authorized to effectuate the foregoing name change.

3. Pursuant to the Approval Order, the corporation is authorized, empowered and directed to execute and deliver any and all instruments as may be required to effectuate the terms of the Approval Order.


4. The corporation hereby amends its Certificate of Incorporation as follows:

ARTICLE 1 of the Certificate of Incorporation, relating to the corporate name of the corporation is hereby deleted in its entirety and is amended to read as follows:

"The name of the corporation is Dynacore Holdings Corporation."

IN WITNESS WHEREOF, Datapoint Corporation has caused this Certificate of Amendment to be signed in its name by its Vice President this 22 day of June, 2000 and the statements contained therein are affirmed as true under penalties of perjury

DATAPOINT CORPORATION

By: 
Name: Gerald N. Aganoff
Title: Vice President

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)
)
DATAPOINT CORPORATION,) Chapter 11
)
Debtor.) Case No. 00-18563 (PJW)
)

ORDER PURSUANT TO SECTIONS 105, 363(b), 363(f), 363(m), 365 AND 1146(c) OF THE BANKRUPTCY CODE AND FED. R. BANKR. P. 6004 AND 6006 (1) AUTHORIZING THE DEBTOR TO SELL, AND TO CAUSE CERTAIN OF ITS WHOLLY OWNED SUBSIDIARIES TO SELL SIGNIFICANT PORTION OF THEIR ASSETS, FREE AND CLEAR OF ALL LIENS AND CLAIMS TO DATAPOINT NEWCO I LIMITED, (2) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE AND (3) GRANTING RELATED RELIEF

Upon the motion, dated May 3, 2000 (the "Motion"), of Datapoint Corporation, debtor and debtor in possession, ("Datapoint" or "Debtor") for the entry of an order pursuant to sections 363(b), 363(f), 363(m) and 1146(c) of title 11, United States Code (the "Bankruptcy Code") and Federal Rules of Bankruptcy Procedure 6004 and 6006, *inter alia*, (i) authorizing Debtor to sell certain of its assets (the "Acquired Assets", said assets being more fully described in a Stock Purchase Agreement, defined below) and to cause its wholly owned subsidiaries listed on Exhibit "1" hereto (the "Subsidiaries") to sell all of their shares (the "Shares") in certain of their subsidiaries listed on Exhibit "2" hereto (the "Companies"), free and clear of liens and claims, with such sale to be substantially in accordance with the terms and conditions of the

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Stock Purchase Agreement, (the "Agreement") dated April 19, 2000, subject to higher and better offers; and (ii) authorizing the Debtor to assume and assign certain executory contracts listed on Exhibit "3" hereto as amended from time to time through the conclusion of the Approval Hearing (the "Executory Contracts"); and this Court having entered an order, (a) dated May 12, 2000 (the "Procedures Order"), pursuant to which it, *inter alia*, established dates for an auction (the "Auction") and the hearing on the Motion (the "Approval Hearing") and (b) pursuant to which it approved certain portions of the Agreement including bid protections, a breakup fee (the "Break-Up Fee") and a termination fee (the "Termination Fee"), as defined in the Agreement, approved the procedures for the submission of competing offers for the Shares and Acquired Assets, and approved the form, manner and extent of the notice of the Auction and the Approval Hearing; and the Court having found that the Motion, the relief requested therein and the objections thereto are core proceedings in accordance with 28 U.S.C. § 157(b); and due notice of the Motion, the Auction and the Approval Hearing having been given in accordance with the Procedures Order as evidenced by the Certificate of Service and Certification of Publication filed with the Clerk of this Court, and it appearing that no other or further notice need be given; and no other Bidders having submitted Qualified Bids by the Qualifying Bid Deadline (as said terms were defined in the Procedures Order) and therefore no formal Auction having been conducted on June 12, 2000; and upon the Approval Hearing held before this Court on June 15, 2000, and the evidence presented or proffered at such Approval Hearing; and the appearances of all interested parties and all responses and objections to the Motion having been withdrawn, resolved or overruled, as fully noted in the record of the Approval Hearing; and upon the record of the Approval Hearing, the Motion, and the responses and objections thereto; and it appearing

that the highest and best offer for the Acquired Assets, the Shares and the Executory Contracts being conveyed pursuant to the Motion, the Agreement and this order (the "Approval Order") was made by Datapoint Newco 1 Limited (hereinafter, the "Purchaser"); and due deliberation having been had, and sufficient cause appearing to me;

IT IS HEREBY FOUND AND DETERMINED THAT:

1. This Court has jurisdiction over these matters pursuant to 28 U.S.C. §§ 157 and 1334. These matters are core proceedings under 28 U.S.C. § 157(b)(2) A), (N) and (O).

2. On May 3, 2000, the Debtor filed a voluntary petition for relief under chapter 11 of title 11, United States Code, in the United States Bankruptcy Court for the District of Delaware and an order for relief was simultaneously entered therewith.

3. The Debtor has remained in possession of its property and has continued in the management and operation of its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. Proper, timely, adequate and sufficient notice of the Motion, the Auction and the Approval Hearing has been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 2006, 6004, 9006, 9007 and 9008, the Local Rules of this Court and the Procedures Order.

5. No other or further notice of the Motion, the Auction, the Approval Hearing or of the entry of this Order is necessary.

6. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

7. The Motion was served duly and properly on all required persons and

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entities in accordance with the Procedures Order.

8. The Debtor has demonstrated a sufficient basis and the existence of exigent circumstances requiring it to sell the Acquired Assets and assume and assign the Executory Contracts and to cause the Subsidiaries to sell the Shares under section 363 of the Bankruptcy Code, and such sales are appropriate exercises of the Debtor's and Subsidiaries' business judgment.

9. Without an expeditious sale of the Acquired Assets and the Shares and the assumption and assignment of the Executory Contracts, there will be a substantial diminution in the value of the Companies and the Debtor's equity interests therein to the detriment of the Debtor's creditors and other parties in interest.

10. The offer of Purchaser to purchase the Acquired Assets, the Shares and the Executory Contracts is the highest and best offer received by the Debtor after a period in which third parties had an opportunity to seek information and enter into discussions or negotiations with the Debtor concerning a sale of the Acquired Assets and the Shares and the assumption and assignment of the Executory Contracts, and the purchase price stated on the record of the Approval Hearing is fair and in the best interest of the Debtor's estate.

11. Purchaser is not an insider, as that term is defined in section 101(31) of the Bankruptcy Code; Purchaser is a purchaser in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of sections 363(m) and (n) of the Bankruptcy Code with respect to all of the Acquired Assets, the Shares and the Executory Contracts. The Agreement was negotiated and entered into in good faith, based upon arm's-length bargaining and without collusion. Neither the Debtor nor the Purchaser has engaged in

any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of section 363(n) to the Agreement.

12. The Debtor has advanced sound business reasons for seeking to enter into the Agreement and to sell the Acquired Assets and to cause the Subsidiaries to sell the Shares, as more fully set forth in the Motion and as demonstrated at the Approval Hearing, and it is a reasonable exercise of the Debtor's business judgment to execute and deliver the Agreement to Purchaser and to cause the Subsidiaries to do the same and to cause the Subsidiaries to perform their obligations thereunder.

13. The terms and conditions of the Agreement, including the total consideration to be realized by the Debtor and the Subsidiaries pursuant to the Agreement are fair and reasonable and the transactions contemplated by the Agreement are in the best interest of the Debtor's estate.

14. A valid business purpose exists for approval of the transactions contemplated by the Motion pursuant to section 363(b) of the Bankruptcy Code.

15. In the absence of a stay pending appeal, Purchaser will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Agreement at any time on or after entry of this Order and cause has been shown as to why this order should not be subject to the stay provided by Fed R. Bankr. P. 6004(g) and 6006(d).

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The relief requested in the Motion is granted.
2. The Agreement and the transactions contemplated thereby be, and hereby are, approved and the Debtor be, and hereby is, authorized and empowered and directed to enter

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into, and to cause the Subsidiaries, to perform it and their obligations under the Agreement and to take such actions as are necessary to effectuate the terms of the Agreement.

3. The Debtor be, and hereby is, authorized, empowered and directed, pursuant to section 363(b) of the Bankruptcy Code, to sell the Acquired Assets to Purchaser, and to cause the Subsidiaries to sell the Shares to the Purchaser, upon payment of the Purchase Price, as said term is defined in the Agreement. Such sale of both the Acquired Assets and the Shares shall be free and clear of any and all liens (including mechanics', materialmens' and other consensual or statutory liens), security interests and claims (including reclamation claims), whether or not allowable (as such terms are defined in the Bankruptcy Code), mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, and decrees of any court or governmental entity, interests, successor, products liability, environmental, tax and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the filing of the chapter 11 petition initiating this case, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "Encumbrances"), with all such Encumbrances to attach only to the proceeds of sale with the same priority, validity, force and effect, if any, as they now have in or against the Acquired Assets and the Shares.

4. Purchaser has satisfied all requirements under sections 365(b)(1)(C) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance of the

Executory Contracts listed on Exhibit "3" hereto. Pursuant to section 365(b)(1)(B) of the Bankruptcy Code, Purchaser shall pay to the parties to the Executory Contracts the Cure Amounts set forth on Exhibit "3" hereon, if any, on or before the Closing or such other amounts as the parties to such contracts shall have agreed to accept in lieu of such Cure Amounts set forth on Exhibit "3" and/or at such time after the Closing as such parties shall have agreed. The assumption by the Debtor of the Executory Contracts listed on Exhibit "3" hereto and the assignment of such Contracts to Purchaser, as provided for or contemplated by the Agreement, be, and hereby is, authorized and approved, and any existing defaults in these Executory Contracts shall be deemed cured by the aforementioned payments, and the Executory Contracts shall be in full force and effect and assumed by the Debtor and assigned and sold to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code subject to and under the Agreement. All defaults under the Executory Contracts listed on Exhibit "3" hereto are deemed cured.

5. This Approval Order and the Agreement shall be binding upon, and shall inure to the benefit of, the Debtor and Purchaser, and their respective successors and assigns, including without limitation, any chapter 11 trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case if this case is converted from chapter 11.

6. This Court shall retain exclusive jurisdiction to enforce the provisions of this Approval Order and the Agreement and to resolve any dispute concerning this Approval Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Approval Order, including, but not limited to, interpretation and enforcement of the terms, conditions and provisions thereof including, but not limited to, enforcement of the obligations of the Purchaser (and any entity that purchases any or

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all of the Acquired Assets and/or Shares pursuant to paragraph 10 hereof) with respect to the elimination of the Intercompany Accounts under Paragraph 7.12 of the Agreement which Purchaser shall not be permitted to waive, and the status, nature and extent of the Acquired Assets and the Shares, and all issues and disputes arising in connection with the relief authorized herein, and this Approval Order shall constitute a direction to the Debtor that it shall cause each of the Subsidiaries to consent to the jurisdiction of this Court for purposes of enforcing this Approval Order and the Agreement.

7. Pursuant to Fed. R. Bank. P. 6004(g) and 6006(d), this Approval Order shall not be stayed, and in the absence of any entity obtaining a stay pending appeal, Debtor, the Subsidiaries and Purchaser are free to close under the Agreement at any time. In the absence of any entity obtaining a stay pending appeal, if Debtor, the Subsidiaries and Purchaser close under the Agreement, Purchaser shall be entitled to the protection of section 363(m) of the Bankruptcy Code if this Approval Order or any authorization contained herein is reversed or modified on appeal. Purchaser is a purchaser in good faith for fair value within the meaning of section 363(m) of the Bankruptcy Code and Purchaser is entitled to the protection of section 363(m) of the Bankruptcy Code.

8. The sale approved by this Approval Order is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

9. The Debtor be, and it hereby is, authorized, empowered and directed to execute and deliver any and all instruments as may be required to effectuate the terms of the Agreement and this Approval Order and to direct the Subsidiaries to do the same.

10. From and after the closing, Purchaser shall have the right to sell the Acquired Assets and the Shares free from any and all Encumbrances of any creditor of the Debtor or other party in interest provided, however, that any such entity which purchases the Acquired Assets and the Shares shall continue to be bound by the terms and provisions of the Agreement and this Approval Order.

11. The sale of the Acquired Assets and Shares to Purchaser is exempt from any and all laws imposing a stamp or similar tax in accordance with section 1146(c) of the Bankruptcy Code.

12. Pursuant to sections 105 and 363 of the Bankruptcy Code, any and all creditors of the Debtor or the Subsidiaries shall be barred, estopped and enjoined from taking any action of any kind against Purchaser, the Acquired Assets or the Shares.

13. This Approval Order shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, recording agencies, secretaries of state and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

14. Purchaser is not a successor to the Debtor or its estate by reason of any theory of law or equity and Purchaser shall not assume or in any way be responsible for any liability or obligation of the Debtor and/or its estate, except as otherwise expressly provided in the Agreement.

15. Effective on the date of entry of this Approval Order, all entities, including, but not limited to, the Debtor (and/or its respective successors, including any trustees thereof), creditors, employees, former employees and shareholders, administrative agencies,

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governmental departments, secretaries of state, federal, state and local officials, including such officials maintaining any authority relating to Environmental, Labor and Health and Safety Laws, and their respective successors or assigns, shall be permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind against Purchaser as alleged successor or otherwise with respect to any Encumbrances arising out of or related to the Acquired Assets.

16. The terms and provisions of the Agreement, together with the terms and provisions of this Approval Order, shall be binding in all respects upon, all entities, including, but not limited to, the Debtor (and/or its successors, including any trustees thereof), creditors, employees, former employees and shareholders, administrative agencies, governmental departments, secretaries of state, federal, state and local officials including such officials maintaining any authority relating to Environmental, Labor and Health and Safety Laws, and their respective successors or assigns, including, but not limited to all parties to the Executory Contracts which are to be assigned to Purchaser under the Agreement and persons asserting liens against or interests in the Debtor's estate.

~~17. Subsequent to the closing of the sale with Purchaser of the Acquired Assets and the Shares, and until the earlier of entry of an order (i) confirming a plan of reorganization for Datapoint; or (ii) amending, modifying or vacating this decretal paragraph, the Debtor may utilize cash proceeds received in consideration of the sale of the Shares and Acquired Assets ("Cash Proceeds") and Available Cash (as hereafter defined) only in accordance with the budget (the "Budget") attached hereto as Exhibit 4, provided, however, that: (x) the Debtor, with the written consent of the Official Committee of Unsecured Creditors (the~~

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~~"Committee"), may modify, amend or supplement the Budget, and thereafter use Cash Proceeds and Available Cash in accordance with the modified, amended or supplemented Budget without further court order; (y) use Available Cash and Cash Proceeds to pay ordinary and necessary costs and expenses of administration of its estate not otherwise specifically identified in the Budget, provided, however, that the aggregate amount of Available Cash and Cash Proceeds expended by the Debtor during any calendar month may not exceed the budgeted amount for that month by more than 10% and provided, further, that if in any calendar month Datapoint expends less Available Cash and Cash Proceeds than permitted by the Budget, the difference shall be reserved for use, if necessary, in succeeding months; (z) nothing contained herein shall bar, prohibit or preclude Datapoint or the Committee from seeking a further order or further orders modifying, amending or vacating this decretal paragraph. For purposes of this paragraph "Available Cash" means all cash of Datapoint not received from the Purchaser in consideration of the sale of the Acquired Assets and Shares.~~

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18. Datapoint is hereby authorized and directed to amend its Certificate of Incorporation to change its corporate name to Dynacore Holdings Corporation without any further action by its board of directors or its shareholders and the Office of the Secretary of State of the State of Delaware is hereby authorized to effectuate the foregoing name change.

19. To the extent any provisions of this Approval Order conflict with the terms and conditions of the Agreement, this Approval Order shall govern and control.

Dated: Wilmington, Delaware
June 15 2000


Chief United States Bankruptcy Judge