

04-11-2001



MAR 26 2001

101659630

3-26-01

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

40E

04/10/2001 LNUELLER 00000251 75499673

01 FC:401

40.00 DP

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

TRADEMARK  
REEL: 002267 FRAME: 0191

**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="75/499,673"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Gregory N. Owen, Esq.

Name of Person Signing



Signature

3/22/2001

Date Signed

RECORDED & FILED  
in the office of the Secretary of State  
of the State of California

**AGREEMENT AND PLAN OF MERGER****DEC 23 1999****BILL JONES, Secretary of State**

This Agreement and Plan of Merger (the "Merger Agreement"), is made and entered into as of the 15th day of December, 1999, by and between Info-One Technology, Inc., a California corporation ("Acquired"), SCG Holding, Inc., a California corporation (being herein referred to as "Acquiror" or the "Surviving Corporation") (Acquiror and Acquired being herein collectively referred to as the "Constituent Corporations").

**RECITALS:**

The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the shareholders of the Constituent Corporations that the business and operations of the Constituent Corporations be combined through the merger of Acquired into Acquiror (the "Merger").

NOW, THEREFORE, the Constituent Corporations hereby agree as follows:

**ARTICLE I  
THE CONSTITUENT CORPORATIONS**

1.1 Acquired was incorporated under the laws of the State of California on June 8, 1998

1.2 Acquired is authorized to issue one class of stock, designated Common Stock, consisting of 100,000 shares.

1.3 As of December 15, 1999 10,000 shares of Acquired Common Stock were outstanding.

1.4 Acquiror was incorporated under the laws of the State of California on April 21, 1997.

(a) Acquiror is authorized to issue one class of stock, designated Common Stock, consisting of 100,000 shares.

(b) As of December 15, 1999 1,000 shares of Acquiror Common Stock were outstanding.

**ARTICLE II  
THE MERGER**

2.1 The obligations of the Constituent Corporations to complete the merger are subject to the following conditions:

(a) All corporate actions necessary to authorize the execution, delivery, and performance of this Merger Agreement shall have been duly and validly taken by the other party.

(b) All governmental approvals and other actions required to effect the merger and related transactions shall have been obtained without conditions or restrictions that the affected party reasonably considers unduly burdensome.

(c) The representations and warranties of the other party to this Merger Agreement shall be true on the Effective Time of the Merger (as defined below in Section 2.2) with the same effect as though made on and as of the Effective Time of the Merger, except for any changes contemplated by this Merger Agreement.

2.2 This Merger Agreement shall be submitted to the shareholders of Acquired and Acquiror, and, if adopted and approved by the vote of the shareholders of the Constituent Corporations, and if all of the conditions precedent to the consummation of the Merger specified in this Merger Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof, then unless terminated as provided by this Merger Agreement, along with certificates meeting the requirements of the California General Corporation Law shall be filed with the Secretary of State of California. At such filing, the Merger shall become effective ("Effective Time of the Merger").

2.3 At the Effective Time of the Merger, Acquired shall be merged into Acquiror and the separate corporate existence of Acquired shall thereupon cease. Acquiror shall be the surviving corporation in the Merger and the separate corporate existence of Acquiror, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

2.4 The Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of Acquired, all of the properties and assets of Acquired and all of the debts, choses in action and other interests due or belonging to Acquired and shall be subject to, and responsible for, all of the debts, liabilities and obligations of Acquired with the effect set forth in the California General Corporation Law.

2.5 If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Acquired acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Merger Agreement, the officers and directors of the Surviving Corporation shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the

Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or to otherwise carry out this Merger Agreement.

ARTICLE III  
ARTICLES OF INCORPORATION, BYLAWS, AND  
DIRECTORS AND OFFICERS OF THE SURVIVING  
CORPORATION

3.1 The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and such Articles of Incorporation.

3.2 The Bylaws of Acquiror in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

3.3 The directors and officers of Acquiror immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been elected and shall qualify or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation and the Bylaws of the Surviving Corporation.

ARTICLE IV  
MANNER AND BASIS OF CONVERTING SHARES  
OF ACQUIRED CAPITAL STOCK

4.1 At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holders of any shares of Acquired Common Stock, each share of Acquired Common Stock (except for shares, if any, which shall then or thereafter constitute "dissenting shares" within the meaning of Section 1300 of the California General Corporation Law (herein referred to as "Dissenting Shares")) which is outstanding immediately prior to the Effective Time of the Merger shall be converted at the Effective Time of the Merger into one share of Acquiror Common Stock.

4.2 If the holders of Acquired Common Stock are entitled to dissenters' rights in connection with the Merger under Section 1300 of the California General Corporation Law, any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of California.

4.3 Acquiror shall not be required to issue or deliver any fractional shares of Acquiror Common Stock or any Acquiror certificates representing fractional shares of

Acquiror Common Stock, in connection with any exchange of Acquired certificates for Acquiror certificates; however, Acquiror shall pay to each person who would otherwise be entitled to receive a Acquiror certificate representing a fractional share of Acquiror Common Stock an amount in cash (rounded to the nearest whole cent) equal to the per share fair market value of Acquiror Common Stock at the Effective Time of the Merger, as determined in good faith by the Board of Directors of Acquiror, multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled.

4.4 As soon as practicable after the Effective Time of the Merger, and after surrender to an agent appointed and compensated by Acquiror (the "Exchange Agent") of any certificate which prior to the Effective Time of the Merger shall have represented any shares of Acquired Common Stock, Acquiror shall cause to be distributed to the person in whose name such certificate shall have been issued a certificate registered in the name of such person representing the Acquiror Common Stock into which any shares previously represented by the surrendered certificate shall have been converted at the Effective Time of the Merger along with the check representing the value of any fractional shares as determined in Section 4.3 above. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time of the Merger shall have represented any shares of Acquired Common Stock shall be deemed at and after the Effective Time of the Merger to represent only the shares of Acquiror Common Stock into which they shall have been converted hereunder. Upon such surrender, there shall be paid to the person in whose name the certificate representing such shares of Acquiror Common Stock shall be issued, and without interest, any dividends which shall have become payable with respect to such shares of Acquiror Common Stock between the Effective Time of the Merger and the time of such surrender.

4.5 If any certificate for shares of Acquiror Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in any name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Acquiror that such tax has been paid or is not payable.

**ARTICLE V**  
**TERMINATION AND AMENDMENT**

5.1 Notwithstanding the approval of this Merger Agreement by the shareholders of Acquired and Acquiror, this Merger Agreement shall terminate forthwith, upon prompt notice by one Constituent Corporation to the other if (i) an event occurs that will materially and adversely affect a Constituent Corporation's business or its ability to carry out the merger, or (ii) if a Constituent Corporation determines that it is or will be unable to comply with any of its obligations under this Merger Agreement or fulfill any conditions under its control.

5.2 This Merger Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either Acquired or Acquiror, but, after any such approval, no amendment which by law requires the further approval of the shareholders of either Acquired or Acquiror may be made without such approval having first been obtained. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Without limiting the foregoing, the parties hereto acknowledge and agree that any modification of the manner or basis of converting Acquired Common Stock into Acquiror Common Stock shall require further approval of the shareholders of Acquired and Acquiror.


[THE REMAINDER OF THIS PAGE LEFT INTENTIONAL BLANK]

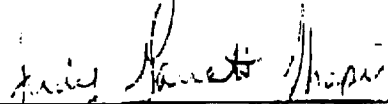
IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

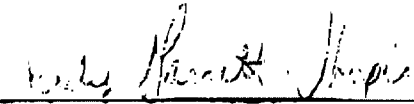
INFO-ONE TECHNOLOGY, INC.

SCG HOLDING, INC.

By:   
David Shapiro,  
Chief Executive Officer

By:   
David Shapiro,  
Chief Executive Officer

By:   
Judy Garrett-Shapiro,  
Secretary

By:   
Judy Garrett-Shapiro,  
President/Secretary



CERTIFICATE OF MERGER  
OF  
INFO-ONE TECHNOLOGY, INC.,  
a California corporation

The undersigned, David Shapiro and Judy Garrett-Shapiro, hereby certify that:

1. They are the duly elected and acting Chief Executive Officer and Secretary, respectively, of Info-One Technology, Inc., a California Corporation (the "Corporation").
2. This certificate is attached to the Merger Agreement dated as of December 15, 1999, providing for the merger of this Corporation with SCG Holding, Inc.
3. The Merger Agreement in the form attached as been approved by the Board of Directors of this Corporation.
4. The principal terms of the Merger Agreement in the form attached were approved by this Corporation by the vote of a number of shares of each class which equaled or exceeded the vote required. The sole class is Common Stock. The total number of outstanding shares of such class entitled to vote on the merger was Ten Thousand (10,000) and the percentage of vote required of such class was more than fifty percent (50%).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated December 16, 1999

  
\_\_\_\_\_  
David Shapiro

  
\_\_\_\_\_  
Judy Garrett-Shapiro

CERTIFICATE OF MERGER  
OF  
SCG HOLDING, INC.,  
a California corporation

The undersigned, David Shapiro and Judy Garrett-Shapiro, hereby certify that:

1. They are the duly elected and acting Chief Executive Officer and Secretary, respectively, of SCG Holding, Inc., a California Corporation (the "Corporation").

2. This certificate is attached to the Agreement and Plan of Merger dated as of December 15, 1999, providing for the merger of this Corporation with Info-One Technology, Inc.

3. The Agreement and Plan of Merger in the form attached as been approved by the Board of Directors of this Corporation.

4. The principal terms of the Agreement and Plan of Merger in the form attached were approved by this Corporation by the vote of a number of shares of each class which equaled or exceeded the vote required. The sole class is Common Stock. The total number of outstanding shares of such class entitled to vote on the merger was One Thousand (1,000) and the percentage of vote required of such class was more than fifty percent. (50%)

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

  
\_\_\_\_\_  
David Shapiro

Dated December 16, 1999

  
\_\_\_\_\_  
Judy Garrett-Shapiro

