

08-13-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATION FORM COVER SHEET

101809017

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FRANCO MANUFACTURING COMPANY, INC.

- Individual - _____
- Association - _____
- General Partnership - _____
- Limited Partnership - _____
- Corporation - New York
- Other - _____

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

3. Nature of conveyance:

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

Execution Date: December 7, 1990

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

Name: LMJD CORP.

Street Address: 555 Prospect Street

City: Metuchen State: NJ Zip: 08840

- Individual - _____
- Association - _____
- General Partnership - _____
- Limited Partnership - _____
- Corporation - New Jersey
- Other - _____

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

4. Application number(s) or Registration number(s):

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,170,298; 1,170,340

Additional numbers attached? Yes No

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

Name: Steinberg & Raskin, P.C.

Street Address: 1140 Avenue of the Americas, 15th Floor

City: New York State: NY Zip: 10036-5803

Our Refs.: 211.80259; 211.80261

6. Total number of applications and registrations involved:.....[2]

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- 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.

David B. Sunshine, Esq.
Name of Person Signing


Signature

July 27, 2001
Date

Total number of pages including cover sheet, attachments, and document: [13]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

DEC 11 1990
5 29-11

CERTIFICATE OF MERGER

JOAN HABERLE
Secretary of State

Pursuant to Section 14A:10-7 of the New Jersey Corporation Act, the undersigned corporations execute the following Certificate of Merger:

FIRST: The name of the surviving corporation is presently LMJD CORP.. The name of the foreign corporation being merged into LMJD CORP. is Franco Manufacturing Co., Inc. ("FMC").

SECOND: An Agreement and Plan of Merger (a copy of which is annexed hereto) was approved by the shareholders and directors of each of the undersigned corporations by unanimous written consent as of the 7th day of December, 1990.

THIRD: As to each corporation, the number of shares entitled to vote is as follows:

<u>Name of Corporation</u>	<u>Class</u>	<u>Number</u>
Franco Manufacturing Co., Inc.	Common Shares	381
LMJD CORP.	Voting Common	3

FOURTH: As to each corporation, the total number of shares voting for and against the Agreement and Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Franco Manufacturing Co., Inc.	381	0
LMJD CORP.	3	0

FIFTH: Upon compliance with filing and recording requirements, the applicable provisions of the New York Business Corporation Law, under which FMC was organized, will have been complied with.

SIXTH: Pursuant to Section 14A:10-4.1(2) of the New Jersey Business Corporation Act, the merger is to come effective on December 18, 1990.

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

FRANCO MANUFACTURING CO., INC.

By: 
LOUIS D. FRANCO, President

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

LMJD CORP.

By: 
LOUIS D. FRANCO, President

Dated: December 7, 1990

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger is made and entered into this 7th day of December, by and between Franco Manufacturing Co., Inc., a corporation organized and existing under the laws of the State of New York (hereinafter "FMC"), and LMJD CORP., a corporation organized and existing under the laws of the State of New Jersey (hereinafter "LMJD").

WITNESSETH THAT:

WHEREAS LMJD is a recently organized corporation and has authorized capital of Ten Thousand (10,000) shares consisting of three (3) shares of Voting Common, without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common, without par value; and

WHEREAS FMC has authorized capital of Six Thousand Five Hundred Fifty Six (6,556) shares consisting of Six Thousand One Hundred Seventy-Five (6,175) shares of 8% Cumulative Preferred, with par value of One Hundred (\$100.00) Dollars, and Three Hundred and Eighty-One (381) shares of Common, without par value; and

WHEREAS the Board of Directors of each corporation deem it advisable and generally to the advantage and welfare of said corporations and their respective shareholders that said corporations merge into a single corporation under and pursuant to the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law; and

WHEREAS the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law each authorize the merger of corporations organized under the laws of their states into a corporation organized under the said laws of the State of New Jersey; and

WHEREAS the Board of Directors of each corporations have approved this Agreement and Plan of Merger;

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, grants and provisions herein contained, it is hereby agreed by and between the parties hereto that FMC shall be merged into LMJD, and the terms and conditions of the merger (the "Merger") and the mode of carrying the same into effect shall be as follows:

ARTICLE I

FMC (sometimes referred to as "Terminating Corporation") shall be and hereby is merged into LMJD, which shall survive the Merger (sometimes referred to as "Surviving Corporation") and shall be governed by the laws of the State of New Jersey. The name of the Surveying Corporation shall be changed to FRANCO MANUFACTURING CO. INC.

ARTICLE II

The terms and conditions of the Merger, and the mode of carrying it into effect, are as follows:

1. The Merger shall become effective the 15th day of December, 1990.
2. Except as herein otherwise specifically set forth, the corporate identity, existence, purposes, powers, franchises,

rights and immunities of LMJD shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of FMC shall be merged into LMJD, and LMJD shall be fully vested therewith. The separate corporate existence of FMC shall cease upon the effective date of the merger.

3. The By-Laws of LMJD shall remain and continue to be the By-Laws of the Surviving Corporation until the same shall be altered or amended according to the provisions thereof.

4. As of the effective date of the Merger, all rights, privileges, powers, franchises and interests of FMC, both of a public and private nature, all of the property, real, personal and mixed of FMC, and all debts due on whatever account to FMC, all things in action, or belonging to FMC, and all and every other interest of FMC shall be taken and deemed to be transferred to and vested and shall vest and remain vested in the Surviving Corporation, without further act or deed, as effectually as they were vested in FMC; and all claims, demands, property and every other interest of FMC shall be as effectually the property of the Surviving Corporation as they were of FMC. The title to any real estate, vested in FMC by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon the property of FMC shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the Merger and shall be deemed to continue in existence to the extent necessary to preserve same; and all debts, liabilities, restrictions

and duties of FMC shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it. Any action or proceeding pending by or against FMC may be prosecuted to judgment, which shall bind LMJD, or LMJD may be proceeded against or substituted in place of FMC.

5. If at any time after the effective date of the Merger, LMJD shall consider or be advised or have considered or been advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, or record or otherwise, in LMJD the title to any property or rights of FMC acquired or to be acquired by reason of, or as a result of, the Merger, FMC, and its proper officers and directors, shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in LMJD and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the proper officers and directors of LMJD are fully authorized in the name of FMC or otherwise to take any and all such action.

6. The Surviving Corporation hereby agrees that it may be served with process in New York for any action or special proceeding for the enforcement of any liability or obligation of the terminating corporation. In furtherance of the foregoing, the Surviving Corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against the Surviving Corporation may be served in the manner set

forth in the provisions of the New York Business Corporation Law in any action or special proceeding. The Secretary of State of the State of New York shall mail a copy of any process served upon him as agent for the Surviving Corporation to:

Louis D. Franco
 President
 Franco Manufacturing Co., Inc.
 555 Prospect Street
 Metuchen, New Jersey 08840

ARTICLE III

1. As of the effective date of the Merger, the number of directors of LMJD shall be three (3). The names of the directors, who shall hold office as of the effective date of the Merger and until the annual meeting of shareholders of LMJD next succeeding the date of filing of the Merger and until their successors are chosen and qualified according to law and the By-Laws of LMJD, are as follows:

Names of Directors

Louis D. Franco
 Morris D. Franco
 Jack D. Franco

2. As of the effective date of the Merger, the officers of LMJD who shall continue to hold office until their successors shall have been chosen or appointed according to law or the By-Laws of LMJD, shall be as follows:

<u>Name</u>	<u>Office</u>
Louis D. Franco	President
Morris D. Franco	Vice President
Morris D. Franco	Secretary
Jack D. Franco	Treasurer

3. If, on the effective date of the Merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified, such vacancy shall thereafter be filled in the manner provided by law and in the By-Laws of the Surviving Corporation.

ARTICLE IV

As of the effective date of the Merger the authorized capital stock of LMJD shall consist of three (3) shares of Voting Common without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common without par value.

ARTICLE V

1. Upon the effective date of the Merger, each of the three (3) shares of Voting Common of LMJD Corp. owned, immediately prior to the effective date of the Merger, and all rights in respect thereof shall remain and shall become a share of Voting Common of the Surviving Corporation.

2. The manner and basis of converting shares of the Terminating Corporation into shares of the Surviving Corporation upon the effective date of the Merger shall be as follows:

(a) The 157 shares of Common of the Terminating Corporation, represented by Certificate Number 1, held by Louis D. Franco shall forthwith on the effective date of the Merger be exchanged for Four Thousand One Hundred Nineteen (4119) shares of Class B Non-Voting Common of the Surviving Corporation.

(b) The 127 shares of Common of the Terminating Corporation held by Morris D. Franco, represented by Certificate Number 1, shall forthwith on the effective date of the Merger be

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exchanged for Three Thousand Three Hundred Thirty Two (3332) shares of Class B Non-Voting Common of the Surviving Corporation.

(c) The 97 shares of Common of the Terminating Corporation, held by Jack D. Franco, represented by Certificate Number 3, shall forthwith on the effective date of the Merger be exchanged for Two Thousand Five Hundred Forty Six (2546) shares of Class B Non-Voting Common of the Surviving Corporation.

The appropriate officers of the Surviving Corporation are hereby specifically authorized upon the effective date of the merger to issue shares of the Surviving Corporation as set forth above, and such shares, when issued, shall be fully paid and non-assessable.

ARTICLE VI

All corporate acts, plans, policies, approvals and authorizations of FMC, its shareholders, board of directors, officers and agents, which are valid and effective immediately prior to the effective date of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of LMJD and shall be effective and binding thereon as the same were with respect to FMC. The employees of FMC shall become the employees of LMJD and continue to be entitled to the same rights and benefits which they enjoyed as employees of FMC.

ARTICLE VII

The following provisions are included herein, as required by Section 907 of the New York Business Corporation Law:

1. The name of each constituent corporation is as follows:

(a) Franco Manufacturing Co., Inc., a New York corporation.

(b) LMJD CORP., a New Jersey corporation.

2. The Surviving Corporation shall be the aforementioned New Jersey corporation, provided, however, that upon the effective date of the merger the name of such Surviving Corporation shall be changed to Franco Manufacturing Co., Inc.

3. Any and all references in this Plan and Agreement of Merger to "Surviving Corporation" and "Terminating Corporation" shall be deemed to refer to "constituent corporation".

4. With respect to the designation and number of outstanding shares of each class and type of capital stock of each constituent corporation, please see the relevant Recitals on page 1 of this Agreement and Plan of Merger, which Recitals are hereby incorporated herein by reference.

5. All other terms and conditions required to be included in this Agreement and Plan of Merger by Section 907 of the New York Business Corporation Law are covered in other Articles of this Plan and Agreement of Merger.

ARTICLE VIII

The Surviving Corporation shall have the right to amend, alter or repeal any provision contained in this Agreement and Plan of Merger which might be contained in an original or amended Certificate of Incorporation, in the manner now or hereafter prescribed by the statutes of the State of New Jersey, and all rights conferred on the stockholders of the Surviving Corporation

herein are granted subject to this reservation.

ARTICLE X


This Agreement and Plan of Merger may be abandoned by either party hereto at any time prior to the filing thereof in the Office of the Secretary of State of New Jersey and at any time prior to the filing of the aforementioned Certificate of Merger by the Department of State of the State of New York.

ARTICLE XI


It is expressly agreed that this Agreement and Plan of Merger embodies the entire agreement of the parties in relation to the subject matter hereof and that no understandings or agreements, oral or written, in relation thereto exists between the parties except as herein expressly set forth.

IN WITNESS WHEREOF the parties to this Agreement and Plan of Merger have caused this Agreement and Plan of Merger to be executed by the respective officers of each of the corporations and caused the corporate seals of the respective corporations to be affixed, by authority of the directors and shareholders of each corporation, as the respective agreement of each of said corporations, on this 7th day of December, 1990.


ATTEST:

By: 
Morris D. Franco, Secretary

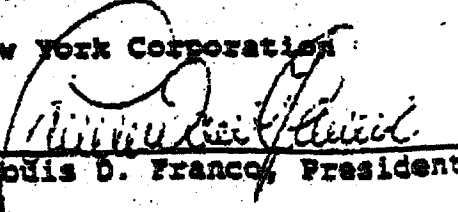
LMJD CORP.
A New Jersey Corporation

By: 
Louis D. Franco, President

ATTEST:

By: 
Morris D. Franco, Secretary

FRANCO MANUFACTURING CO.,
INC.
A New York Corporation

By: 
Louis D. Franco, President

CERTIFICATE OF MERGER AND
PLAN OF MERGER

OF

FRANCO MANUFACTURING CO., INC.,
A NEW YORK CORPORATION

INTO

LANJID CORP.,
A NEW JERSEY CORPORATION

DATED: December 7, 1990

HANNOCH WEISMAN, A PROFESSIONAL
CORPORATION
4 Becker Farm Road
Roseland, New Jersey 07067

I, The Secretary of State of the State of
New Jersey, DO HEREBY CERTIFY that the foregoing is a true
and correct copy of the original filed in my office on the 7th day
of December, 1990 and now remains on file in the
office of the Secretary of State.



IN TESTIMONY WHEREOF, I have
caused to set my hand and affixed my
Official Seal at Trenton, this 11th
day of December, A.D. 1990.

SECRETARY OF STATE

Jan Michael

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DEC 11 1990

CERTIFICATE OF MERGER

JOAN HABERLE
Secretary of State

Pursuant to Section 14A:10-7 of the New Jersey

Corporation Act, the undersigned corporations execute the following Certificate of Merger:

FIRST: The name of the surviving corporation is presently LMJD CORP.. The name of the foreign corporation being merged into LMJD CORP. is Franco Manufacturing Co., Inc. ("FMC").

SECOND: An Agreement and Plan of Merger (a copy of which is annexed hereto) was approved by the shareholders and directors of each of the undersigned corporations by unanimous written consent as of the 7th day of December, 1990.

THIRD: As to each corporation, the number of shares entitled to vote is as follows:

<u>Name of Corporation</u>	<u>Class</u>	<u>Number</u>
Franco Manufacturing Co., Inc.	Common Shares	381
LMJD CORP.	Voting Common	3

FOURTH: As to each corporation, the total number of shares voting for and against the Agreement and Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Franco Manufacturing Co., Inc.	381	0
LMJD CORP.	3	0

FIFTH: Upon compliance with filing and recording requirements, the applicable provisions of the New York Business Corporation Law, under which FMC was organized, will have been complied with.

SIXTH: Pursuant to Section 14A:10-4.1(2) of the New Jersey Business Corporation Act, the merger is to come effective on December 18, 1990.

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

FRANCO MANUFACTURING CO., INC.

By: 
LOUIS D. FRANCO, President

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

LMJD CORP.

By: 
LOUIS D. FRANCO, President

Dated: December 7, 1990

15

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger is made and entered into this 7th day of December, by and between Franco Manufacturing Co., Inc., a corporation organized and existing under the laws of the State of New York (hereinafter "FMC"), and LMJD CORP., a corporation organized and existing under the laws of the State of New Jersey (hereinafter "LMJD").

WITNESSETH THAT:

WHEREAS LMJD is a recently organized corporation and has authorized capital of Ten Thousand (10,000) shares consisting of three (3) shares of Voting Common, without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common, without par value; and

WHEREAS FMC has authorized capital of Six Thousand Five Hundred Fifty Six (6,556) shares consisting of Six Thousand One Hundred Seventy-Five (6,175) shares of 8% Cumulative Preferred, with par value of One Hundred (\$100.00) Dollars, and Three Hundred and Eighty-One (381) shares of Common, without par value; and

WHEREAS the Board of Directors of each corporation deem it advisable and generally to the advantage and welfare of said corporations and their respective shareholders that said corporations merge into a single corporation under and pursuant to the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law; and

WHEREAS the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law each authorize the merger of corporations organized under the laws of their states into a corporation organized under the said laws of the State of New Jersey; and

WHEREAS the Board of Directors of each corporations have approved this Agreement and Plan of Merger;

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, grants and provisions herein contained, it is hereby agreed by and between the parties hereto that FMC shall be merged into LMJD, and the terms and conditions of the merger (the "Merger") and the mode of carrying the same into effect shall be as follows:

ARTICLE I

FMC (sometimes referred to as "Terminating Corporation") shall be and hereby is merged into LMJD, which shall survive the Merger (sometimes referred to as "Surviving Corporation") and shall be governed by the laws of the State of New Jersey. The name of the Surveying Corporation shall be changed to FRANCO MANUFACTURING CO. INC.

ARTICLE II

The terms and conditions of the Merger, and the mode of carrying it into effect, are as follows:

1. The Merger shall become effective the 18th day of December, 1990.
2. Except as herein otherwise specifically set forth, the corporate identity, existence, purposes, powers, franchises,

rights and immunities of LMJD shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of FMC shall be merged into LMJD, and LMJD shall be fully vested therewith. The separate corporate existence of FMC shall cease upon the effective date of the merger.

3. The By-Laws of LMJD shall remain and continue to be the By-Laws of the Surviving Corporation until the same shall be altered or amended according to the provisions thereof.

4. As of the effective date of the Merger, all rights, privileges, powers, franchises and interests of FMC, both of a public and private nature, all of the property, real, personal and mixed of FMC, and all debts due on whatever account to FMC, all things in action, or belonging to FMC, and all and every other interest of FMC shall be taken and deemed to be transferred to and vested and shall vest and remain vested in the Surviving Corporation, without further act or deed, as effectually as they were vested in FMC; and all claims, demands, property and every other interest of FMC shall be as effectually the property of the Surviving Corporation as they were of FMC. The title to any real estate, vested in FMC by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon the property of FMC shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the Merger and shall be deemed to continue in existence to the extent necessary to preserve same; and all debts, liabilities, restrictions

and duties of FMC shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it. Any action or proceeding pending by or against FMC may be prosecuted to judgment, which shall bind LMJD, or LMJD may be proceeded against or substituted in place of FMC.

5. If at any time after the effective date of the Merger, LMJD shall consider or be advised or have considered or been advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, or record or otherwise, in LMJD the title to any property or rights of FMC acquired or to be acquired by reason of, or as a result of, the Merger, FMC, and its proper officers and directors, shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in LMJD and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the proper officers and directors of LMJD are fully authorized in the name of FMC or otherwise to take any and all such action.

6. The Surviving Corporation hereby agrees that it may be served with process in New York for any action or special proceeding for the enforcement of any liability or obligation of the terminating corporation. In furtherance of the foregoing, the Surviving Corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against the Surviving Corporation may be served in the manner set

forth in the provisions of the New York Business Corporation Law in any action or special proceeding. The Secretary of State of the State of New York shall mail a copy of any process served upon him as agent for the Surviving Corporation to:

Louis D. Franco
 President
 Franco Manufacturing Co., Inc.
 555 Prospect Street
 Metuchen, New Jersey 08840

ARTICLE III

1. As of the effective date of the Merger, the number of directors of LMJD shall be three (3). The names of the directors, who shall hold office as of the effective date of the Merger and until the annual meeting of shareholders of LMJD next succeeding the date of filing of the Merger and until their successors are chosen and qualified according to law and the By-Laws of LMJD, are as follows:

Names of Directors

Louis D. Franco
 Morris D. Franco
 Jack D. Franco

2. As of the effective date of the Merger, the officers of LMJD who shall continue to hold office until their successors shall have been chosen or appointed according to law or the By-Laws of LMJD, shall be as follows:

Name

Office

Louis D. Franco
 Morris D. Franco
 Morris D. Franco
 Jack D. Franco

President
 Vice President
 Secretary
 Treasurer

3. If, on the effective date of the Merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified, such vacancy shall thereafter be filled in the manner provided by law and in the By-Laws of the Surviving Corporation.

ARTICLE IV

As of the effective date of the Merger the authorized capital stock of LMJD shall consist of three (3) shares of Voting Common without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common without par value.

ARTICLE V

1. Upon the effective date of the Merger, each of the three (3) shares of Voting Common of LMJD Corp. owned, immediately prior to the effective date of the Merger, and all rights in respect thereof shall remain and shall become a share of Voting Common of the Surviving Corporation.

2. The manner and basis of converting shares of the Terminating Corporation into shares of the Surviving Corporation upon the effective date of the Merger shall be as follows:

(a) The 157 shares of Common of the Terminating Corporation, represented by Certificate Number 1, held by Louis D. Franco shall forthwith on the effective date of the Merger be exchanged for Four Thousand One Hundred Nineteen (4119) shares of Class B Non-Voting Common of the Surviving Corporation.

(b) The 127 shares of Common of the Terminating Corporation held by Morris D. Franco, represented by Certificate Number 1, shall forthwith on the effective date of the Merger be

exchanged for Three Thousand Three Hundred Thirty Two (3332) shares of Class B Non-Voting Common of the Surviving Corporation.

(c) The 97 shares of Common of the Terminating Corporation, held by Jack D. Franco, represented by Certificate Number 3, shall forthwith on the effective date of the Merger be exchanged for Two Thousand Five Hundred Forty Six (2546) shares of Class B Non-Voting Common of the Surviving Corporation.

The appropriate officers of the Surviving Corporation are hereby specifically authorized upon the effective date of the merger to issue shares of the Surviving Corporation as set forth above, and such shares, when issued, shall be fully paid and non-assessable.

ARTICLE VI

All corporate acts, plans, policies, approvals and authorizations of FMC, its shareholders, board of directors, officers and agents, which are valid and effective immediately prior to the effective date of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of LMJD and shall be effective and binding thereon as the same were with respect to FMC. The employees of FMC shall become the employees of LMJD and continue to be entitled to the same rights and benefits which they enjoyed as employees of FMC.

ARTICLE VII

The following provisions are included herein, as required by Section 907 of the New York Business Corporation Law:

1. The name of each constituent corporation is as follows:

(a) Franco Manufacturing Co., Inc., a New York corporation.

(b) LMJD CORP., a New Jersey corporation.

2. The Surviving Corporation shall be the aforementioned New Jersey corporation, provided, however, that upon the effective date of the merger the name of such Surviving Corporation shall be changed to Franco Manufacturing Co., Inc.

3. Any and all references in this Plan and Agreement of Merger to "Surviving Corporation" and "Terminating Corporation" shall be deemed to refer to "constituent corporation".

4. With respect to the designation and number of outstanding shares of each class and type of capital stock of each constituent corporation, please see the relevant Recitals on page 1 of this Agreement and Plan of Merger, which Recitals are hereby incorporated herein by reference.

5. All other terms and conditions required to be included in this Agreement and Plan of Merger by Section 907 of the New York Business Corporation Law are covered in other Articles of this Plan and Agreement of Merger.

ARTICLE VIII

The Surviving Corporation shall have the right to amend, alter or repeal any provision contained in this Agreement and Plan of Merger which might be contained in an original or amended Certificate of Incorporation, in the manner now or hereafter prescribed by the statutes of the State of New Jersey, and all rights conferred on the stockholders of the Surviving Corporation

herein are granted subject to this reservation.

ARTICLE X


This Agreement and Plan of Merger may be abandoned by either party hereto at any time prior to the filing thereof in the Office of the Secretary of State of New Jersey and at any time prior to the filing of the aforementioned Certificate of Merger by the Department of State of the State of New York.

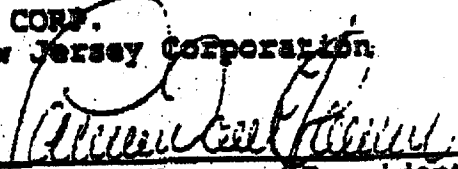
ARTICLE XI

It is expressly agreed that this Agreement and Plan of Merger embodies the entire agreement of the parties in relation to the subject matter hereof and that no understandings or agreements, oral or written, in relation thereto exists between the parties except as herein expressly set forth.

IN WITNESS WHEREOF the parties to this Agreement and Plan of Merger have caused this Agreement and Plan of Merger to be executed by the respective officers of each of the corporations and caused the corporate seals of the respective corporations to be affixed, by authority of the directors and shareholders of each corporation, as the respective agreement of each of said corporations, on this 7th day of December, 1990.

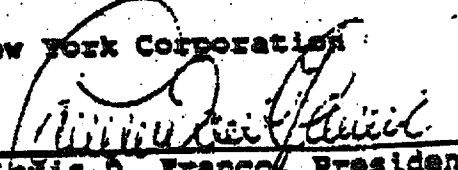
ATTEST:

By: 
Morris D. Franco, Secretary

LMJD CORP.
A New Jersey Corporation
By: 
Louis D. Franco, President

ATTEST:

By: 
Morris D. Franco, Secretary

FRANCO MANUFACTURING CO.,
INC.
A New York Corporation
By: 
Louis D. Franco, President

CERTIFICATE OF MERGER AND
PLAN OF MERGER

OF

FRANCO MANUFACTURING CO., INC.,
A NEW YORK CORPORATION

INTO

LMJD CORP.,
A NEW JERSEY CORPORATION

DATED: December 7, 1990

HANNOCH WEISMAN, A PROFESSIONAL
CORPORATION
4 Becker Farm Road
Roseland, New Jersey 07067



I, The Secretary of State of the State of
New Jersey, DO HEREBY CERTIFY that the foregoing is a true
and correct copy of the original as the same is taken from and
certified by me on this 7th day of December, 1990, at
Trenton, New Jersey, and my official seal is hereunto
affixed in witness whereof, I have hereunto set my hand and
affixed my official seal at Trenton, this 11th day
of December, A.D. 1990.

SECRETARY OF STATE

Jan Melnick

DEC 11 1990
5 29-17

CERTIFICATE OF MERGER

JOAN HABERLE
Secretary of State

Pursuant to Section 14A:10-7 of the New Jersey Corporation Act, the undersigned corporations execute the following Certificate of Merger:

FIRST: The name of the surviving corporation is presently LMJD CORP.. The name of the foreign corporation being merged into LMJD CORP. is Franco Manufacturing Co., Inc. ("FMC").

SECOND: An Agreement and Plan of Merger (a copy of which is annexed hereto) was approved by the shareholders and directors of each of the undersigned corporations by unanimous written consent as of the 7th day of December, 1990.

THIRD: As to each corporation, the number of shares entitled to vote is as follows:

<u>Name of Corporation</u>	<u>Class</u>	<u>Number</u>
Franco Manufacturing Co., Inc.	Common Shares	381
LMJD CORP.	Voting Common	3

FOURTH: As to each corporation, the total number of shares voting for and against the Agreement and Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Franco Manufacturing Co., Inc.	381	0
LMJD CORP.	3	0

FIFTH: Upon compliance with filing and recording requirements, the applicable provisions of the New York Business Corporation Law, under which FMC was organized, will have been complied with.

SIXTH: Pursuant to Section 14A:10-4.1(2) of the New Jersey Business Corporation Act, the merger is to come effective on December 18, 1990.

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

FRANCO MANUFACTURING CO., INC.

By: 
LOUIS D. FRANCO, President

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

LMJD CORP.

By: 
LOUIS D. FRANCO, President

Dated: December 7, 1990

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger is made and entered into this 7th day of December, by and between Franco Manufacturing Co., Inc., a corporation organized and existing under the laws of the State of New York (hereinafter "FMC"), and LMJD CORP., a corporation organized and existing under the laws of the State of New Jersey (hereinafter "LMJD").

WITNESSETH THAT:

WHEREAS LMJD is a recently organized corporation and has authorized capital of Ten Thousand (10,000) shares consisting of three (3) shares of Voting Common, without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common, without par value; and

WHEREAS FMC has authorized capital of Six Thousand Five Hundred Fifty Six (6,556) shares consisting of Six Thousand One Hundred Seventy-Five (6,175) shares of 8% Cumulative Preferred, with par value of One Hundred (\$100.00) Dollars, and Three Hundred and Eighty-One (381) shares of Common, without par value; and

WHEREAS the Board of Directors of each corporation deem it advisable and generally to the advantage and welfare of said corporations and their respective shareholders that said corporations merge into a single corporation under and pursuant to the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law; and

WHEREAS the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law each authorize the merger of corporations organized under the laws of their states into a corporation organized under the said laws of the State of New Jersey; and

WHEREAS the Board of Directors of each corporations have approved this Agreement and Plan of Merger;

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, grants and provisions herein contained, it is hereby agreed by and between the parties hereto that FMC shall be merged into LMJD, and the terms and conditions of the merger (the "Merger") and the mode of carrying the same into effect shall be as follows:

ARTICLE I

FMC (sometimes referred to as "Terminating Corporation") shall be and hereby is merged into LMJD, which shall survive the Merger (sometimes referred to as "Surviving Corporation") and shall be governed by the laws of the State of New Jersey. The name of the Surveying Corporation shall be changed to FRANCO MANUFACTURING CO. INC.

ARTICLE II

The terms and conditions of the Merger, and the mode of carrying it into effect, are as follows:

1. The Merger shall become effective the 18th day of December, 1990.

2. Except as herein otherwise specifically set forth, the corporate identity, existence, purposes, powers, franchises,

rights and immunities of LMJD shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of FMC shall be merged into LMJD, and LMJD shall be fully vested therewith. The separate corporate existence of FMC shall cease upon the effective date of the merger.

3. The By-Laws of LMJD shall remain and continue to be the By-Laws of the Surviving Corporation until the same shall be altered or amended according to the provisions thereof.

4. As of the effective date of the Merger, all rights, privileges, powers, franchises and interests of FMC, both of a public and private nature, all of the property, real, personal and mixed of FMC, and all debts due on whatever account to FMC, all things in action, or belonging to FMC, and all and every other interest of FMC shall be taken and deemed to be transferred to and vested and shall vest and remain vested in the Surviving Corporation, without further act or deed, as effectually as they were vested in FMC; and all claims, demands, property and every other interest of FMC shall be as effectually the property of the Surviving Corporation as they were of FMC. The title to any real estate, vested in FMC by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon the property of FMC shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the Merger and shall be deemed to continue in existence to the extent necessary to preserve same; and all debts, liabilities, restrictions

and duties of FMC shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it. Any action or proceeding pending by or against FMC may be prosecuted to judgment, which shall bind LMJD, or LMJD may be proceeded against or substituted in place of FMC.

5. If at any time after the effective date of the Merger, LMJD shall consider or be advised or have considered or been advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, or record or otherwise, in LMJD the title to any property or rights of FMC acquired or to be acquired by reason of, or as a result of, the Merger, FMC, and its proper officers and directors, shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in LMJD and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the proper officers and directors of LMJD are fully authorized in the name of FMC or otherwise to take any and all such action.

6. The Surviving Corporation hereby agrees that it may be served with process in New York for any action or special proceeding for the enforcement of any liability or obligation of the terminating corporation. In furtherance of the foregoing, the Surviving Corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against the Surviving Corporation may be served in the manner set

forth in the provisions of the New York Business Corporation Law in any action or special proceeding. The Secretary of State of the State of New York shall mail a copy of any process served upon him as agent for the Surviving Corporation to:

Louis D. Franco
 President
 Franco Manufacturing Co., Inc.
 555 Prospect Street
 Metuchen, New Jersey 08840

ARTICLE III

1. As of the effective date of the Merger, the number of directors of LMJD shall be three (3). The names of the directors, who shall hold office as of the effective date of the Merger and until the annual meeting of shareholders of LMJD next succeeding the date of filing of the Merger and until their successors are chosen and qualified according to law and the By-Laws of LMJD, are as follows:

Names of Directors

Louis D. Franco
 Morris D. Franco
 Jack D. Franco

2. As of the effective date of the Merger, the officers of LMJD who shall continue to hold office until their successors shall have been chosen or appointed according to law or the By-Laws of LMJD, shall be as follows:

<u>Name</u>	<u>Office</u>
Louis D. Franco	President
Morris D. Franco	Vice President
Morris D. Franco	Secretary
Jack D. Franco	Treasurer

3. If, on the effective date of the Merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified, such vacancy shall thereafter be filled in the manner provided by law and in the By-Laws of the Surviving Corporation.

ARTICLE IV

As of the effective date of the Merger the authorized capital stock of LMJD shall consist of three (3) shares of Voting Common without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common without par value.

ARTICLE V

1. Upon the effective date of the Merger, each of the three (3) shares of Voting Common of LMJD Corp. owned, immediately prior to the effective date of the Merger, and all rights in respect thereof shall remain and shall become a share of Voting Common of the Surviving Corporation.

2. The manner and basis of converting shares of the Terminating Corporation into shares of the Surviving Corporation upon the effective date of the Merger shall be as follows:

(a) The 157 shares of Common of the Terminating Corporation, represented by Certificate Number 1, held by Louis D. Franco shall forthwith on the effective date of the Merger be exchanged for Four Thousand One Hundred Nineteen (4119) shares of Class B Non-Voting Common of the Surviving Corporation.

(b) The 127 shares of Common of the Terminating Corporation held by Morris D. Franco, represented by Certificate Number 1, shall forthwith on the effective date of the Merger be

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exchanged for Three Thousand Three Hundred Thirty Two (3332) shares of Class B Non-Voting Common of the Surviving Corporation.

(c) The 97 shares of Common of the Terminating Corporation, held by Jack D. Franco, represented by Certificate Number 3, shall forthwith on the effective date of the Merger be exchanged for Two Thousand Five Hundred Forty Six (2546) shares of Class B Non-Voting Common of the Surviving Corporation.

The appropriate officers of the Surviving Corporation are hereby specifically authorized upon the effective date of the merger to issue shares of the Surviving Corporation as set forth above, and such shares, when issued, shall be fully paid and non-assessable.

ARTICLE VI

All corporate acts, plans, policies, approvals and authorizations of FMC, its shareholders, board of directors, officers and agents, which are valid and effective immediately prior to the effective date of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of LMJD and shall be effective and binding thereon as the same were with respect to FMC. The employees of FMC shall become the employees of LMJD and continue to be entitled to the same rights and benefits which they enjoyed as employees of FMC.

ARTICLE VII

The following provisions are included herein, as required by Section 907 of the New York Business Corporation Law:

1. The name of each constituent corporation is as follows:

(a) Franco Manufacturing Co., Inc., a New York corporation.

(b) LMJD CORP., a New Jersey corporation.

2. The Surviving Corporation shall be the aforementioned New Jersey corporation, provided, however, that upon the effective date of the merger the name of such Surviving Corporation shall be changed to Franco Manufacturing Co., Inc.

3. Any and all references in this Plan and Agreement of Merger to "Surviving Corporation" and "Terminating Corporation" shall be deemed to refer to "constituent corporation".

4. With respect to the designation and number of outstanding shares of each class and type of capital stock of each constituent corporation, please see the relevant Recitals on page 1 of this Agreement and Plan of Merger, which Recitals are hereby incorporated herein by reference.

5. All other terms and conditions required to be included in this Agreement and Plan of Merger by Section 907 of the New York Business Corporation Law are covered in other Articles of this Plan and Agreement of Merger.

ARTICLE VIII

The Surviving Corporation shall have the right to amend, alter or repeal any provision contained in this Agreement and Plan of Merger which might be contained in an original or amended Certificate of Incorporation, in the manner now or hereafter prescribed by the statutes of the State of New Jersey, and all rights conferred on the stockholders of the Surviving Corporation

herein are granted subject to this reservation.

ARTICLE X

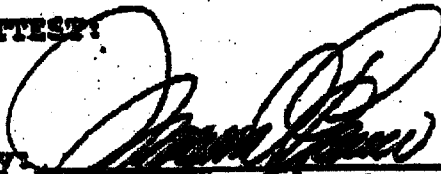
This Agreement and Plan of Merger may be abandoned by either party hereto at any time prior to the filing thereof in the Office of the Secretary of State of New Jersey and at any time prior to the filing of the aforementioned Certificate of Merger by the Department of State of the State of New York.

ARTICLE XI

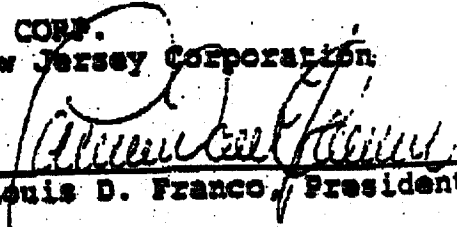
It is expressly agreed that this Agreement and Plan of Merger embodies the entire agreement of the parties in relation to the subject matter hereof and that no understandings or agreements, oral or written, in relation thereto exists between the parties except as herein expressly set forth.

IN WITNESS WHEREOF the parties to this Agreement and Plan of Merger have caused this Agreement and Plan of Merger to be executed by the respective officers of each of the corporations and caused the corporate seals of the respective corporations to be affixed, by authority of the directors and shareholders of each corporation, as the respective agreement of each of said corporations, on this 7th day of December, 1990.


ATTEST:

By: 
Morris D. Franco, Secretary

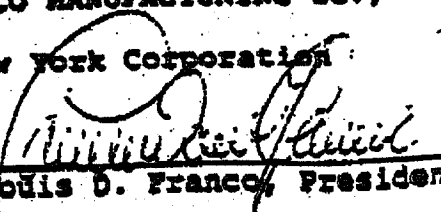
LMJD CORP.
A New Jersey Corporation

By: 
Louis D. Franco, President

ATTEST:

By: 
Morris D. Franco, Secretary

FRANCO MANUFACTURING CO.,
INC.
A New York Corporation

By: 
Louis D. Franco, President

CERTIFICATE OF MERGER AND
PLAN OF MERGER

OF

FRANCO MANUFACTURING CO., INC.,
A NEW YORK CORPORATION

INTO

IMJD CORP.,
A NEW JERSEY CORPORATION

DATED: December 7, 1990

HANNOCH WEISMAN, A PROFESSIONAL
CORPORATION
4 Becker Farm Road
Roseland, New Jersey 07067



I, The Secretary of State of the State of
New Jersey, DO HEREBY CERTIFY that the foregoing is a true
and correct copy of the Certificate of Merger of
FRANCO MANUFACTURING CO., INC., a corporation of the State of
New York, and IMJD CORP., a corporation of the State of
New Jersey, as the same is taken from and
certified to me with the original filed in my office on the 11th day
of December, A.D. 1990 and my commission expires on the 3rd
day of December, A.D. 1990.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this 11th
day of December, A.D. 1990.
SECRETARY OF STATE

Jan Melnick

DEC 11 1990

CERTIFICATE OF MERGER

JOAN HABERLE
Secretary of State

Pursuant to Section 14A:10-7 of the New Jersey Corporation Act, the undersigned corporations execute the following Certificate of Merger:

FIRST: The name of the surviving corporation is presently LMJD CORP.. The name of the foreign corporation being merged into LMJD CORP. is Franco Manufacturing Co., Inc. ("FMC").

SECOND: An Agreement and Plan of Merger (a copy of which is annexed hereto) was approved by the shareholders and directors of each of the undersigned corporations by unanimous written consent as of the 7th day of December, 1990.

THIRD: As to each corporation, the number of shares entitled to vote is as follows:

<u>Name of Corporation</u>	<u>Class</u>	<u>Number</u>
Franco Manufacturing Co., Inc.	Common Shares	381
LMJD CORP.	Voting Common	3

FOURTH: As to each corporation, the total number of shares voting for and against the Agreement and Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Franco Manufacturing Co., Inc.	381	0
LMJD CORP.	3	0

FIFTH: Upon compliance with filing and recording requirements, the applicable provisions of the New York Business Corporation Law, under which FMC was organized, will have been complied with.

SIXTH: Pursuant to Section 14A:10-4.1(2) of the New Jersey Business Corporation Act, the merger is to come effective on December 18, 1990.

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

FRANCO MANUFACTURING CO., INC.

By: 
LOUIS D. FRANCO, President

ATTEST:

By: 
MORRIS D. FRANCO, Secretary

LMJD CORP.

By: 
LOUIS D. FRANCO, President

Dated: December 7, 1990

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger is made and entered into this 7th day of December, by and between Franco Manufacturing Co., Inc., a corporation organized and existing under the laws of the State of New York (hereinafter "FMC"), and LMJD CORP., a corporation organized and existing under the laws of the State of New Jersey (hereinafter "LMJD").

WITNESSETH THAT:

WHEREAS LMJD is a recently organized corporation and has authorized capital of Ten Thousand (10,000) shares consisting of three (3) shares of Voting Common, without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common, without par value; and

WHEREAS FMC has authorized capital of Six Thousand Five Hundred Fifty Six (6,556) shares consisting of Six Thousand One Hundred Seventy-Five (6,175) shares of 8% Cumulative Preferred, with par value of One Hundred (\$100.00) Dollars, and Three Hundred and Eighty-One (381) shares of Common, without par value; and

WHEREAS the Board of Directors of each corporation deem it advisable and generally to the advantage and welfare of said corporations and their respective shareholders that said corporations merge into a single corporation under and pursuant to the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law; and

WHEREAS the provisions of Chapter 10 of the New Jersey Corporation Act and Article 9 of the New York Business Corporation Law each authorize the merger of corporations organized under the laws of their states into a corporation organized under the said laws of the State of New Jersey; and

WHEREAS the Board of Directors of each corporations have approved this Agreement and Plan of Merger;

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, grants and provisions herein contained, it is hereby agreed by and between the parties hereto that FMC shall be merged into LMJD, and the terms and conditions of the merger (the "Merger") and the mode of carrying the same into effect shall be as follows:

ARTICLE I

FMC (sometimes referred to as "Terminating Corporation") shall be and hereby is merged into LMJD, which shall survive the Merger (sometimes referred to as "Surviving Corporation") and shall be governed by the laws of the State of New Jersey. The name of the Surveying Corporation shall be changed to FRANCO MANUFACTURING CO. INC.

ARTICLE II

The terms and conditions of the Merger, and the mode of carrying it into effect, are as follows:

1. The Merger shall become effective the 18th day of December, 1990.

2. Except as herein otherwise specifically set forth, the corporate identity, existence, purposes, powers, franchises,

rights and immunities of LMJD shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of FMC shall be merged into LMJD, and LMJD shall be fully vested therewith. The separate corporate existence of FMC shall cease upon the effective date of the merger.

3. The By-Laws of LMJD shall remain and continue to be the By-Laws of the Surviving Corporation until the same shall be altered or amended according to the provisions thereof.

4. As of the effective date of the Merger, all rights, privileges, powers, franchises and interests of FMC, both of a public and private nature, all of the property, real, personal and mixed of FMC, and all debts due on whatever account to FMC, all things in action, or belonging to FMC, and all and every other interest of FMC shall be taken and deemed to be transferred to and vested and shall vest and remain vested in the Surviving Corporation, without further act or deed, as effectually as they were vested in FMC; and all claims, demands, property and every other interest of FMC shall be as effectually the property of the Surviving Corporation as they were of FMC. The title to any real estate, vested in FMC by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon the property of FMC shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the Merger and shall be deemed to continue in existence to the extent necessary to preserve same; and all debts, liabilities, restrictions

and duties of FMC shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it. Any action or proceeding pending by or against FMC may be prosecuted to judgment, which shall bind LMJD, or LMJD may be proceeded against or substituted in place of FMC.

5. If at any time after the effective date of the Merger, LMJD shall consider or be advised or have considered or been advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, or record or otherwise, in LMJD the title to any property or rights of FMC acquired or to be acquired by reason of, or as a result of, the Merger, FMC, and its proper officers and directors, shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in LMJD and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the proper officers and directors of LMJD are fully authorized in the name of FMC or otherwise to take any and all such action.

6. The Surviving Corporation hereby agrees that it may be served with process in New York for any action or special proceeding for the enforcement of any liability or obligation of the terminating corporation. In furtherance of the foregoing, the Surviving Corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against the Surviving Corporation may be served in the manner set

forth in the provisions of the New York Business Corporation Law in any action or special proceeding. The Secretary of State of the State of New York shall mail a copy of any process served upon him as agent for the Surviving Corporation to:

Louis D. Franco
 President
 Franco Manufacturing Co., Inc.
 555 Prospect Street
 Metuchen, New Jersey 08840

ARTICLE III

1. As of the effective date of the Merger, the number of directors of LMJD shall be three (3). The names of the directors, who shall hold office as of the effective date of the Merger and until the annual meeting of shareholders of LMJD next succeeding the date of filing of the Merger and until their successors are chosen and qualified according to law and the By-Laws of LMJD, are as follows:

Names of Directors

Louis D. Franco
 Morris D. Franco
 Jack D. Franco

2. As of the effective date of the Merger, the officers of LMJD who shall continue to hold office until their successors shall have been chosen or appointed according to law or the By-Laws of LMJD, shall be as follows:

Name

Office

Louis D. Franco
 Morris D. Franco
 Morris D. Franco
 Jack D. Franco

President
 Vice President
 Secretary
 Treasurer

3. If, on the effective date of the Merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified, such vacancy shall thereafter be filled in the manner provided by law and in the By-Laws of the Surviving Corporation.

ARTICLE IV

As of the effective date of the Merger the authorized capital stock of LMJD shall consist of three (3) shares of Voting Common without par value and Nine Thousand Nine Hundred Ninety Seven (9,997) shares of Non-Voting Common without par value.

ARTICLE V

1. Upon the effective date of the Merger, each of the three (3) shares of Voting Common of LMJD Corp. owned, immediately prior to the effective date of the Merger, and all rights in respect thereof shall remain and shall become a share of Voting Common of the Surviving Corporation.

2. The manner and basis of converting shares of the Terminating Corporation into shares of the Surviving Corporation upon the effective date of the Merger shall be as follows:

(a) The 157 shares of Common of the Terminating Corporation, represented by Certificate Number 1, held by Louis D. Franco shall forthwith on the effective date of the Merger be exchanged for Four Thousand One Hundred Nineteen (4119) shares of Class B Non-Voting Common of the Surviving Corporation.

(b) The 127 shares of Common of the Terminating Corporation held by Morris D. Franco, represented by Certificate Number 1, shall forthwith on the effective date of the Merger be

exchanged for Three Thousand Three Hundred Thirty Two (3332) shares of Class B Non-Voting Common of the Surviving Corporation.

(c) The 97 shares of Common of the Terminating Corporation, held by Jack D. Franco, represented by Certificate Number 3, shall forthwith on the effective date of the Merger be exchanged for Two Thousand Five Hundred Forty Six (2546) shares of Class B Non-Voting Common of the Surviving Corporation.

The appropriate officers of the Surviving Corporation are hereby specifically authorized upon the effective date of the merger to issue shares of the Surviving Corporation as set forth above, and such shares, when issued, shall be fully paid and non-assessable.

ARTICLE VI

All corporate acts, plans, policies, approvals and authorizations of FMC, its shareholders, board of directors, officers and agents, which are valid and effective immediately prior to the effective date of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of LMJD and shall be effective and binding thereon as the same were with respect to FMC. The employees of FMC shall become the employees of LMJD and continue to be entitled to the same rights and benefits which they enjoyed as employees of FMC.

ARTICLE VII

The following provisions are included herein, as required by Section 907 of the New York Business Corporation Law:

1. The name of each constituent corporation is as follows:

(a) Franco Manufacturing Co., Inc., a New York corporation.

(b) LMJD CORP., a New Jersey corporation.

2. The Surviving Corporation shall be the aforementioned New Jersey corporation, provided, however, that upon the effective date of the merger the name of such Surviving Corporation shall be changed to Franco Manufacturing Co., Inc.

3. Any and all references in this Plan and Agreement of Merger to "Surviving Corporation" and "Terminating Corporation" shall be deemed to refer to "constituent corporation".

4. With respect to the designation and number of outstanding shares of each class and type of capital stock of each constituent corporation, please see the relevant Recitals on page 1 of this Agreement and Plan of Merger, which Recitals are hereby incorporated herein by reference.

5. All other terms and conditions required to be included in this Agreement and Plan of Merger by Section 907 of the New York Business Corporation Law are covered in other Articles of this Plan and Agreement of Merger.

ARTICLE VIII

The Surviving Corporation shall have the right to amend, alter or repeal any provision contained in this Agreement and Plan of Merger which might be contained in an original or amended Certificate of Incorporation, in the manner now or hereafter prescribed by the statutes of the State of New Jersey, and all rights conferred on the stockholders of the Surviving Corporation

herein are granted subject to this reservation.

ARTICLE X

This Agreement and Plan of Merger may be abandoned by either party hereto at any time prior to the filing thereof in the Office of the Secretary of State of New Jersey and at any time prior to the filing of the aforementioned Certificate of Merger by the Department of State of the State of New York.

ARTICLE XI

It is expressly agreed that this Agreement and Plan of Merger embodies the entire agreement of the parties in relation to the subject matter hereof and that no understandings or agreements, oral or written, in relation thereto exists between the parties except as herein expressly set forth.

IN WITNESS WHEREOF the parties to this Agreement and Plan of Merger have caused this Agreement and Plan of Merger to be executed by the respective officers of each of the corporations and caused the corporate seals of the respective corporations to be affixed, by authority of the directors and shareholders of each corporation, as the respective agreement of each of said corporations, on this 7th day of December, 1990.

ATTEST:

By: 
Morris D. Franco, Secretary

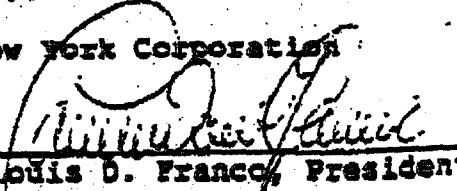
LMJD CORP.
A New Jersey Corporation

By: 
Louis D. Franco, President

ATTEST:

By: 
Morris D. Franco, Secretary

FRANCO MANUFACTURING CO.,
INC.
A New York Corporation

By: 
Louis D. Franco, President

CERTIFICATE OF MERGER AND
PLAN OF MERGER

OF

FRANCO MANUFACTURING CO., INC.,
A NEW YORK CORPORATION

INTO

IMJD CORP.,
A NEW JERSEY CORPORATION

DATED: December 7, 1990

HANNOCH WEISMAN, A PROFESSIONAL
CORPORATION
4 Becker Farm Road
Roseland, New Jersey 07067



I, The Secretary of State of the State of
New Jersey, DO HEREBY CERTIFY that the foregoing is a true
and correct copy of the original filed in my office on the 11th day
of December, A.D. 1990 and now remaining on file and
of record in my office.

IN TESTIMONY WHEREOF, I have
caused to set my hand and affixed my
Official Seal at Trenton, this 11th
day of December, A.D. 1990.

SECRETARY OF STATE

Jan Nicksch

TRADEMARK