

09-24-2001



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M-7388

Form PTO-1595  
1-31-92

U S DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
RECORDATION FORM COVER SHEET  
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): Saft America Inc.

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation - Delaware
- Other

Additional name(s) of conveying party(ies) attached?  
 yes     no

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

Name: Alcatel USA, Corp.

Internal Address:

Street Address: 45 Rockefeller Plaza  
Suite 3055  
New York, NY 10111

City                      State                      Zip

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional name(s) & address(es) attached?  
 Yes     No

3. Nature of Conveyance:

- Assignment                       Merger
- Security Agreement       Change of Name
- Other

Execution Date: December 22, 1995

4. Application number(s) or registration number(s): 1,177,039

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes     No

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

Leigh Ann Lindquist  
SUGHRUE, MION, ZINN, MACPEAK & SEAS  
2100 Pennsylvania Avenue, N.W.  
Washington, D.C. 20037-3202

6. Total number of applications and registration involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.

Authorized to be charged to Deposit Account

8. Deposit Account No. : \_\_\_\_\_  
(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

Leigh Ann Lindquist  
Leigh Ann Lindquist

10 SEPTEMBER 2001  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

12-27-95  
2:06 PM

CERTIFICATE OF MERGER  
MERCING  
SAFT AMERICA INC.  
INTO  
ALCATEL USA, CORP.

ALCATEL USA, CORP., a Delaware corporation, does hereby certify pursuant to Section 251 of the Delaware General Corporation Law as follows:

1. The constituent corporations participating in the merger herein described are: (i) SAFT AMERICA INC., which is incorporated under the laws of the State of Delaware, and (ii) ALCATEL USA, CORP., which is incorporated under the laws of the State of Delaware.

2. An Agreement of Merger between the constituent corporations has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 251 of the Delaware General Corporation Law.

3. The name of the surviving corporation is ALCATEL USA, CORP.

4. The Certificate of Incorporation of ALCATEL USA, CORP., which is the surviving corporation in the merger, shall be its Certificate of Incorporation.

5. The executed Agreement of Merger is on file at the principal place of business of the surviving corporation, the address of which is as follows:

ALCATEL USA, CORP.  
Suite 3055  
45 Rockefeller Plaza  
New York, NY 10111

6. A copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

This Certificate of Merger shall be effective at 9:00 p.m., Delaware time, on December 31, 1995.

IN WITNESS WHEREOF, ALCATEL USA, CORP. has caused this Certificate of Merger to be signed by James E. Terrell, its Secretary, and attested by Frank Parker, its Assistant Secretary, this 22nd day of December, 1995.

ALCATEL USA, CORP., a Delaware corporation

ATTEST:

By: *James E. Terrell*

Name: James E. Terrell

Title: Secretary

*Frank Parker*  
Assistant Secretary

(Corporate Seal)

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement") made as of December 31, 1995 at 9:00 p.m., Delaware time, by and between SAFT AMERICA INC., a Delaware corporation ("SAI"), and ALCATEL USA, CORP., a Delaware corporation ("AUSA").

W I T N E S S E T H:

WHEREAS, the Board of Directors of AUSA and the Board of Directors of SAI have determined that it is advisable and in the best interests of such corporations for SAI to be merged with and into AUSA (the "Merger") upon the terms and conditions set forth herein and in accordance with the Delaware General Corporation Law (AUSA and SAI are hereinafter sometimes referred to herein, collectively, as the "Constituent Corporations"); and

WHEREAS, the authorized capital stock of SAI consists of 3,000 shares of common stock, \$1.00 par value per share (the "SAI Common Stock"), of which 4 shares are issued to SAFT, a French societe anonyme ("SAFT"), and 7,500 shares of Series Preferred Stock, \$1.00 par value per share, of which 5,000 shares are designated as Series D Preferred Shares (the "SAI Series D Preferred Stock") and are issued to SAFT and of which 2,500 shares are designated as Series E Preferred Shares (the "SAI Series E Preferred Stock") and are issued to SAFT.

WHEREAS, the authorized capital stock of AUSA consists of 5,000 shares of Class A preferred stock, \$1.00 par value per share, none of which are issued, and 600,000 shares of common stock, \$1.00 par value per share (the "AUSA Common Stock"), of which 319,968 shares are issued to the following persons:

<u>Stockholder</u>	<u>Shares</u>	<u>Percentage</u>
Alcatel N.V.	22,917	7.162%
Alcatel CIT	23,633	7.386%
Alcatel Business Systems, S.A.	6,002	1.876%
Alcatel France	233,538	72.988%
Cegelec	33,628	10.510%
CGA	<u>250</u>	<u>.078%</u>
TOTALS	319,968	100%

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**THE MERGER**

1.1 The Merger. Subject to the terms and conditions contained herein, at the Effective Time (as defined below), SAI will be merged with and into AUSA, with AUSA being the surviving corporation (the "Surviving Corporation") in the Merger, in a tax-free reorganization under Internal Revenue Code Section 368(a)(1)(A). Upon the effectiveness of the Merger, the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of SAI, and all property (real, personal and mixed) and other assets (tangible and intangible) belonging to SAI shall be vested in the Surviving Corporation, and all such property, assets, rights, privileges, powers and franchises shall thereafter belong to the Surviving Corporation, and the title to any real estate vested by deed or otherwise in SAI shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of SAI shall be preserved unimpaired, and all debts, liabilities and duties of SAI shall, following the Merger, attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

1.2 Consummation of the Merger. Promptly following and subject to the satisfaction of the conditions set forth in Article V herein, the parties hereto shall cause a Certificate of Merger with an effective time of 9:00 p.m. on December 31, 1995 (the "Effective Time") to be filed with the Secretary of State of Delaware in such form as required by, and executed in accordance with, the relevant provisions of the Delaware General Corporation Law. The Merger shall be effective at the Effective Time.

1.3 Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further deeds, assignments, assurances or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or right of SAI acquired or to be acquired by reason, or as a result, of the Merger, SAI agrees that the Surviving Corporation and its officers shall execute and deliver all such deeds, assignments and assurances and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or right in the Surviving Corporation, and the officers of the Surviving Corporation are fully authorized in the name of SAI or otherwise to take any and all such action.

**ARTICLE II**  
**THE SURVIVING CORPORATION**

2.1 Certificate of Incorporation. Following the Effective Time, the Certificate of Incorporation of AUSA shall continue to be the Certificate of Incorporation of the Surviving Corporation until amended or repealed in accordance with the terms thereof and applicable law.

2.2 By-Laws. Following the Effective Time, the By-Laws of AUSA shall continue to be the By-Laws of the Surviving Corporation until amended or repealed in accordance with the

provisions thereof, the Certificate of Incorporation of the Surviving Corporation and applicable law.

2.3 Directors. Following the Effective Time, the directors of AUSA shall continue to be the directors of the Surviving Corporation until their respective successors are duly elected and qualified in the manner provided in the By-Laws and the Certificate of Incorporation of the Surviving Corporation and applicable law, or until their earlier resignation or removal.

2.4 Officers. Following the Effective Time, the officers of AUSA shall continue to be the officers of the Surviving Corporation until their successors are duly elected and qualified in the manner provided in the By-Laws and the Certificate of Incorporation of the Surviving Corporation and applicable law, or until their earlier resignation or removal.

### ARTICLE III CONVERSION AND CANCELLATION OF SHARES

3.1 Conversion and Cancellation of Shares. As of the Effective time, by virtue of the Merger and without any further action on the part either of the Constituent Corporations or any holder of any of the capital stock thereof:

(a) Each issued and outstanding share of SAI Common Stock shall be converted into and exchanged for 23,781.6393 shares of AUSA Common Stock, and each issued and outstanding share of SAI Series D Preferred Stock or SAI Series E Preferred Stock shall be converted into and exchanged for .03157 shares of AUSA Common Stock.

(b) Each issued and outstanding share of AUSA Common Stock shall remain outstanding after the Merger and shall not be affected thereby.

3.2 No Fractional Shares. The Surviving Corporation shall not issue hereunder any fractional shares of AUSA Common Stock to any holder of SAI Common Stock, SAI Series D Preferred Stock or SAI Series E Preferred Stock and shall pay such holder, in lieu thereof, cash in an amount equal to the value of one share of AUSA Common Stock multiplied by the fractional portion of a share of AUSA Common Stock to which such holder otherwise would have been entitled.

3.3 New Certificate. Immediately following the Effective Time, the Surviving Corporation shall deliver to each former stockholder of SAI a stock certificate evidencing the number of shares of the Surviving Corporation acquired by such person in the Merger. Such new stock certificate shall be delivered to each person entitled thereto in exchange for the stock certificate, if any, evidencing the SAI Common Stock, SAI Series D Preferred Stock or SAI Series E Preferred Stock currently held by such person.

ARTICLE IV  
CLOSING

4.1 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place at the Effective Time.

4.2 Closing of SAI Transfer Books. At the Effective Time, the stock transfer books of SAI shall be closed and no transfer of the SAI Common Stock, SAI Series D Preferred Stock or SAI Series E Preferred Stock shall thereafter be made.

ARTICLE V  
CONDITIONS TO CLOSING

The obligations of each of SAI and AUSA to consummate the transactions contemplated by this Agreement are subject to the approval of the Merger at or before the Effective Time, by the affirmative vote or by the written consent, of the holders of a majority of the outstanding shares of SAI Common Stock, of the holders of a majority of the outstanding shares of SAI Series D Preferred Stock and SAI Series E Preferred Stock and of the holders of a majority of the outstanding shares of AUSA Common Stock.

ARTICLE VI  
MISCELLANEOUS

6.1 Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived; provided that any amendment or waiver will be binding only if such amendment or waiver is set forth in a writing executed by the party against whom enforcement is sought.

6.2 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of law) by either party without the prior written consent of the other party.

6.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.4 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or

in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no captions had been used in this Agreement.

6.5 Complete Agreement. This Agreement and the other agreements referred to or contemplated herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

6.6 Counterparts. This Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same instrument.

6.7 Governing Law. The internal law (and not the law of conflicts) of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

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

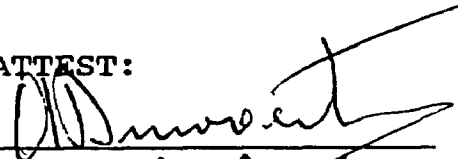
SAFT AMERICA INC., a Delaware corporation

By: 

Name: Bob Gould

Title: Vice President

ATTEST:

  
Alain Duysend  
Secretary

(CORPORATE SEAL)

ALCATEL USA, CORP., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Secretary

(CORPORATE SEAL)



in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no captions had been used in this Agreement.

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

SAFT AMERICA INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

ALCATEL USA, CORP. a Delaware corporation

By: \_\_\_\_\_

Name: James E. Terrell

Title: Secretary

ATTEST:

Erskine Parker  
Assistant Secretary

(CORPORATE SEAL)

I, Alain Duwaerts, \_\_\_\_\_ Secretary of SAFT AMERICA  
INC., a corporation organized and existing under the laws of the  
State of Delaware (the "Corporation"), hereby certify, as such  
\_\_\_\_\_  
Secretary, that the Agreement of Merger to which  
this Certificate is attached was duly adopted pursuant to Section  
228 of the Delaware General Corporation Law by the written  
consent of all the Stockholders of the Corporation.

WITNESS my hand effective as of 9:00 p.m., Delaware time, on  
December 31, 1995.

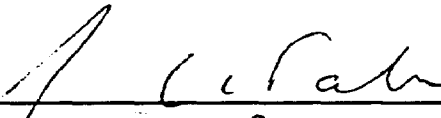
By: 

Name: Alain Duwaerts

Title: \_\_\_\_\_ Secretary

I, Frank Parker, Assistant Secretary of ALCATEL USA, CORP., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached was duly adopted pursuant to Section 228 of the Delaware General Corporation Law by the written consent of all the Stockholders of the Corporation.

WITNESS my hand effective as of 9:00 p.m., Delaware time, on December 31, 1995.

By:   
Name: Frank Parker  
Title: Assistant Secretary