

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

I.P.P., L.P.

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

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

3. Nature of conveyance:

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

Execution Date: 07/31/2000

2. Name and address of receiving party(ies)

Name: IPP of America, Inc.

Internal

Address:

Street Address: 22 Riverview Drive

City: Wayne State: NJ Zip: 07470

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State 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) 2,105,442
2,213,685

Additional number(s) attached Yes No

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

Name: Rohan K. Sukhdeo, Esq.

Internal Address: C/o Lowenstein Sandler PC

Street Address: 65 Livingston Avenue

City: Roseland State: NJ Zip: 07068

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:

501358

DO NOT USE THIS SPACE

9. Signature

Rohan K. Sukhdeo, Esq.
Name of Person Signing

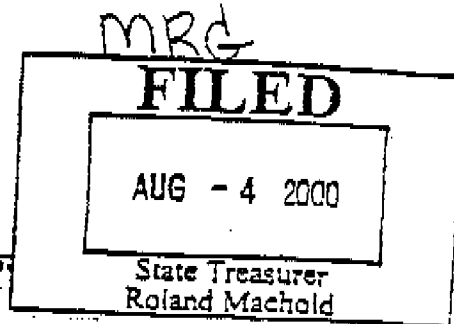

Signature

3/21/02
Date

Total number of pages including cover sheet attachments and document: 6

Mail documents to be recorded with require cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

CERTIFICATE OF MERGER



Pursuant to N.J.S.A. 42:2A-73c, the undersigned certifies as follows:

1. The participants to the merger are the following:
 I.P.P., L.P., a New Jersey limited partnership (the "Limited Partnership"); and
 IPP of America, Inc., a New Jersey corporation (the "Corporation").
2. An Agreement of Merger has been approved and executed by the Limited Partnership and the Corporation.

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3. The name of the surviving business entity is IPP of America, Inc., which shall survive as the Corporation.
4. The merger shall be effective upon the filing of this Certificate of Merger with the Division of Commercial Recording of the State of New Jersey.
5. The Plan and Agreement of Merger is on file at the place of business of the Corporation, which is 22 Riverview Drive, Wayne, New Jersey 07470.
6. A copy of the Plan and Agreement of Merger shall be furnished by the Corporation on request and without cost to any partner of the Limited Partnership or any person holding an interest in the Corporation.

IN WITNESS WHEREOF, the undersigned Corporation, the survivor of the merger, has, pursuant to N.J.S.A. 42:2A-73c, caused this Certificate to be executed in its name by its president on this 31st day of July, 2000.

IPP OF AMERICA, INC.

By: [Signature]
 Marvin Morris, President

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**PLAN OF MERGER AND AGREEMENT
OF
I.P.P., L.P. INTO IPP OF AMERICA, INC.**

1. I.P.P., L.P. (the "Limited Partnership") is a limited partnership of the State of New Jersey. IPP of America, Inc., (the "Corporation") is a New Jersey Corporation. The Limited Partnership proposed to merge into the Corporation on the following terms and conditions with the Corporation being the survivor of the merger.
2. The merger shall become effective upon the filing of a Certificate of Merger with the Division of Commercial Recording of the State of New Jersey.
3. The Certificate of Incorporation and the by-laws of the Corporation as in effect immediately prior to the effective time of the merger shall be the Certificate of Incorporation and the by-laws of the Corporation as the survivor of the merger until such time as either may be amended in accordance with law or their terms.
4. The directors and officers of the Corporation immediately prior to the effective time of the merger shall remain as directors and officers of the Corporation as the survivor of the merger.
5. The merger shall be accomplished by the contribution of the general partner and each limited partner of the Limited Partnership of his, her or its interest in the Limited Partnership to the Corporation. In exchange therefore, the Corporation will (a) issue to the limited partners (i) 160,000 shares of the Corporation's Class B Voting Preferred Shares, (ii) 40,000 of the Corporation's Class A Warrants to be divided between and

among them in accordance with their respective limited partnership interests, and (b) issue 680,000 shares of its common stock to the general partner.

6. At the effective time of the merger, the separate existence of the Limited Partnership shall cease and the Corporation shall continue in existence operating the business of the Limited Partnership as the possessor of all assets, licenses, franchises, privileges and powers, and other rights of the Limited Partnership subject to all of the debts and obligations of the Limited Partnership. The title or rights to any real or personal property, whether by deed or otherwise, vested in the Limited Partnership shall not revert or be in any way impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of the Limited Partnership shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective time of the merger. All debts, liabilities, and duties of the Limited Partnership shall thenceforth attach to the Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Corporation.
7. If at any time the Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in it, according to the terms of this Plan, the title to any property or rights of the Limited Partnership, the general partner, or its successor, shall execute and make all such assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Corporation and otherwise to carry out the purposes of this plan.

8. This plan of merger may be terminated and abandoned at any time prior to the effective time of the merger by written notice from the general partner of the Limited Partnership delivered to the Corporation, or by written notice from the board of directors of the Corporation delivered to the general partner of the Limited Partnership.

IPP OF AMERICA, INC.

By MM
Marvin Morris, President

L.P.P., L.P.

By: IPP, Inc., general partner

By MM
, President

Dated: 7/19/, 2000

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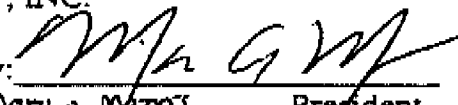
APPROVAL OF MERGER
By the Partners
Of
I.P.P., L.P.

Pursuant to N.J.S. 42:2A-73, the undersigned partners of I.P.P., L.P., a New Jersey limited partnership, (the "Limited Partnership") hereby approve the merger of the Limited Partnership into IPP of America, Inc., a New Jersey corporation (the "Corporation"), with the Corporation as the survivor of the merger, all pursuant to the attached Plan and Agreement of Merger of I.P.P., L.P. into IPP of America, Inc.

THIS DOCUMENT MAY BE EXECUTED IN COUNTERPARTS

GENERAL PARTNER:

IPP, INC.

By: 
Martin Morris, President

As of July 31, 2000