

07-17-2002



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

102158971 TRADEMARKS ONLY

HEET

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

Resubm

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

1. Name of conveying party(ies):

Raindrop Geomagic, Inc.

7-15-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware 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: 03/03/1999

2. Name and address of receiving party(ies)

Name: Raindrop Geomagic, Inc.

Internal Address:

Street Address: P.O. Box 12219

City: Research Triang State: NC Zip: 27709

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) 2,269,984

Additional number(s) attached Yes No

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

Name: Matt C. Deering

Internal Address:

Meyer Capel, a Professional Corporation

Street Address: 306 West Church Street

City: Champaign State: IL Zip: 61820

6. Total number of applications and registrations involved:

1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF RECORDS FINANCE SECTION 2002 JUL 15 AM 11:45

DO NOT USE THIS SPACE

9. Signature.

Matt C. Deering Name of Person Signing

Matt Deering Signature

07/09/02

Date

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

22

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

TRADEMARK

REEL: 002544 FRAME: 0507

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

<p>1. Name of conveying party(ies): Raindrop Geomagic, Inc. 4-15-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>Delaware</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: _____</p>	<p>2. Name and address of receiving party(ies) Name: <u>Raindrop Geomagic, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>P.O. Box 12219</u> City: <u>Research Triang</u> State: <u>NC</u> Zip: <u>27709</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p>	<p>B. Trademark Registration No.(s) <u>2,269,984</u></p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Matt C. Deering</u> Internal Address: _____ <u>Meyer Capel, a Professional Corporation</u> Street Address: <u>306 West Church Street</u> City: <u>Champaign</u> State: <u>IL</u> Zip: <u>61820</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

<p>9. Signature. <u>Matt C. Deering</u> Name of Person Signing</p>	<p><u>Matt C. Deering</u> Signature</p>	<p><u>04/08/02</u> Date</p>
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Total number of pages including cover sheet, attachments, and document: 20

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01 FC:481 40.00

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

02-06-2002



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SHEET 1
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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

1. Name of conveying party(ies):

Raindrop Geomagic, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Raindrop Geomagic, Inc.

Internal

Address:

Street Address: P.O. Box 12219

Research Triangle Park

City: _____ State: NC Zip: 27709

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

3. Nature of conveyance:

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

Execution Date: 03/03/1999

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

A. Trademark Application No.(s)

76/164879; 76/164916; 76/165922;
76/165923; 76/165924; 76/174951

B. Trademark Registration No.(s)

2,139,595; 2,133,238; 2,197,725;
2,269,964

Additional number(s) attached Yes No

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

Name: Matt C. Deering

Internal Address:

Meyer Capel, a Professional Corporation

Street Address: 306 West Church Street

City: Champaign State: IL Zip: 61820

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):

\$265.00

- 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.

Matt C. Deering

Name of Person Signing

Signature

10/30/01

Date

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

20

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

02/06/2002 6TON11 00000035 76164879

01 FC:481
02 FC:482

40.00 DP
225.00 OP

TRADEMARK
REEL: 002544 FRAME: 0509

**CERTIFICATE OF INCORPORATION
OF
RAINDROP ACQUISITION, INC.**

Pursuant to Section 102 of the General Corporation Law of Delaware, the undersigned does hereby submit this Certificate of Incorporation for the purposes of forming a business corporation.

1. The name of the corporation shall be Raindrop Acquisition, Inc.

2. The address of the registered office of the corporation in the State of Delaware is 1013 Centre Road, Wilmington, New Castle County, Delaware 19805 and the name of the registered agent is Corporation Service Company.

3. The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The corporation shall have authority to issue 10,000,000 shares of Common Stock having a par value of \$0.001 per share.

5. The name and mailing address of the incorporator is Fred D. Hutchison, 4011 Westchase Blvd., Suite 400, Raleigh, North Carolina 27607.

6. The number of Directors of the corporation may be fixed by the Bylaws. The number of the Directors constituting the initial Board of Directors shall be one (1), and the name and mailing address of the person who is to serve as Director until the first annual meeting of the stockholders or until his successor be elected and qualify is:

<u>Name</u>	<u>Address</u>
Jon Fjeld	408 E. Forest Hills Blvd. Durham, NC 27704

7. The Board of Directors of the corporation shall have the power to adopt, amend or repeal the Bylaws of the corporation.

8. Elections of directors may be, but shall not be required to be, by written ballot.

9. No director of the corporation shall have personal liability arising out of an action whether by or in the right of the corporation or otherwise for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not limit or eliminate the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct

**CERTIFICATE OF MERGER
of
RAINDROP GEOMAGIC, INC.
With and Into
RAINDROP ACQUISITION, INC.**

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Raindrop Acquisition, Inc.	Delaware
Raindrop Geomagic, Inc.	Illinois

SECOND: That an Agreement and Plan of Merger (the "Merger Agreement") between the constituent corporations to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation law of the State of Delaware.

THIRD: That upon consummation of the merger, the surviving corporation of the merger shall be Raindrop Acquisition, Inc.

FOURTH: That upon consummation of the merger, Section 1 of the Certificate of Incorporation of Raindrop Acquisition, Inc., will be amended and restated to read as set forth below:

"1. The name of the corporation shall be Raindrop Geomagic, Inc."

FIFTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 627 Distribution Drive, Durham, North Carolina 27713.

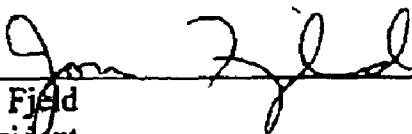
SIXTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation on request and without cost to any stockholder of any constituent corporation.

SEVENTH: That the authorized capital of Raindrop Geomagic, Inc. is 10,000,000 shares of Common Stock, no par value per share.

EIGHTH: Effective Time and Date. In accordance with Section 103(d) of the General Corporation Law of the State of Delaware, this Certificate of Merger shall become effective at 12:01 a.m. Eastern Standard Time on March 5, 1999 (the "Effective Date").

IN WITNESS WHEREOF, Raindrop Acquisition, Inc. has caused this Certificate of Merger to be executed on the 3RD day of March, 1999.

RAINDROP ACQUISITION, INC.

By: 
Jon Fjeld
President

H&M: 34790.02

TRADEMARK
REEL: 002544 FRAME: 0512

1207 1266

File Number 5881-440-7

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF MERGER OF
RAINDROP ACQUISITION, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 16TH day of MARCH A.D. 1999 and of the Independence of the United States the two hundred and 23RD



Jesse White

Secretary of State

C-2123

Form **BCA-11.25**
(Rev. Jan. 1995)

ARTICLE OF MERGER
CONSOLIDATION OR EXCHANGE

#2

File # 5881-440-1

George H. Ryan
Secretary of State
Department of Business Services

FILE

MAR 16 1999

JESSE WHITE
SECRETARY OF STATE

This space for use by
Secretary of State

Date 3/16/99

Filing Fee Approved \$ 100.00

DO NOT SEND CASH!
Remit payment in check or money
order, payable to "Secretary of State."
Filing fee is \$100, but if a merger or
consolidation of more than 2 corpo-
rations, \$50 for each additional cor-
poration.

1. Names of the corporations proposing to ^{merge} ~~consolidate~~ ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country Of Incorporation	Corporation File No.
<u>Raindrop Geomagic, Inc.</u>	<u>Illinois</u>	<u>5881-440-1</u>
<u>Raindrop Acquisition, Inc.</u>	<u>Delaware</u>	

2. The laws of the state or country under which each corporation is incorporated, remit such merger, consoli-
dation or exchange.

3. (a) Name of the ^{surviving} ~~new~~ corporation: Raindrop Acquisition, Inc.
_{acquiring}

(b) It shall be governed by the laws of: Delaware

4. Plan of ^{merger} ~~consolidation~~ ~~exchange~~ is as follows:

If not sufficient space to cover this point, add one or more sheets of this size.

See attached Agreement and Plan of Merger

EXPEDITED EXPEDITED

MAR 16 1999

MAR 5 1999

SECRETARY OF STATE SECRETARY OF STATE

5. Plan of ~~merger~~ ~~consolidation~~ ~~exchange~~ was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30— 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(\$11.20)

By written consent of the surviving corporation, the number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10

(\$11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 & §11.20

Name of Corporation

Raindrop Geomagic, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

1207.1069

7. (Complete this item if reporting a merger under 1/2 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation

b. (Not applicable to 100% owned subsidiaries) The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of the subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACKINK**.)

Dated March 3, 19 99

attested by [Signature]
(Signature of Secretary or Assistant Secretary)

Ping Fu, Secretary
(Type or Print Name and Title)

Dated March 3, 19 99

attested by [Signature]
(Signature of Secretary or Assistant Secretary)

Ping Fu, Secretary
(Type or Print Name and Title)

Dated _____, 19 _____

attested by _____
(Signature of Secretary or Assistant Secretary)

(Type or Print Name and Title)

Raindrop Geomagic, Inc.
(Exact Name of Corporation)

by [Signature]
(Signature of President or Vice President)

Jon Fjeld, President
(Type or Print Name and Title)

Raindrop Acquisition, Inc.
(Exact Name of Corporation)

by [Signature]
(Signature of President or Vice President)

Jon Fjeld, President
(Type or Print Name and Title)

(Exact Name of Corporation)

by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 3rd day of March, 1999, by and between RAINDROP GEOMAGIC, INC., an Illinois corporation ("Raindrop-Illinois"), and RAINDROP ACQUISITION, INC., a Delaware corporation ("Raindrop-Delaware").

RECITALS:

A. The shareholders and directors of Raindrop-Illinois and Raindrop-Delaware have resolved that Raindrop-Illinois be merged into Raindrop-Delaware, pursuant to the Business Corporation Act of the State of Illinois ("Illinois Act") and the General Corporation Law of the State of Delaware ("Delaware Act"), as a single corporation existing under the laws of the State of Delaware, with Raindrop-Delaware as the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Survivor").

B. This merger is intended to qualify as a tax free reorganization under Section 368(a)(1)(F) of the Internal Revenue Code.

C. The stock of Raindrop-Illinois is held as set forth on attached Exhibit A.

D. The stock of Raindrop-Delaware is held as set forth on attached Exhibit B.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

MERGER

In accordance with the provisions of the Illinois Act and the Delaware Act, Raindrop-Illinois shall be, at the "Effective Date" (as such term is hereinafter defined), merged ("Merger") into

Raindrop-Delaware, as a single corporation existing under the laws of the State of Delaware, with Raindrop-Delaware the Survivor, and the parties hereto adopt and agree to the agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect as provided herein.

ARTICLE II

MEETINGS; FILINGS; EFFECTS OF MERGER

2.1 Raindrop-Illinois Corporate Meetings. On or before the Effective Date, Raindrop-Illinois shall hold a meeting of its shareholders and directors (or action in lieu thereof to the extent permitted by law) to be held in accordance with the Illinois Act, upon due notice thereof to its shareholders and directors to consider and vote upon, among other matters, adoption of this Agreement.

2.2 Raindrop-Delaware Corporate Meetings. On or before the Effective Date, Raindrop-Delaware shall hold a meeting of its shareholders and directors (or action in lieu thereof to the extent permitted by law) to be held in accordance with the Delaware Act, upon due notice thereof to its shareholders and directors to consider and vote upon, among other matters, adoption of this Agreement.

2.3 Filing of Certificate of Merger and Articles of Merger. If this Agreement is adopted by Raindrop-Illinois and Raindrop-Delaware pursuant to Sections 2.1 and 2.2 and if this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the Delaware Act and Articles of Merger shall be filed and recorded in accordance with the Illinois Act.

2.4 Effective Date. The Merger shall become effective at 12:01 a.m. Eastern Standard Time on March 5, 1999, for accounting purposes only, which date is herein referred to as the "Effective Date."

2.5 Certain Effects of Merger.

(a) On the Effective Date, the separate existence of Raindrop-Illinois shall cease, and Raindrop-Illinois shall be merged into Raindrop-Delaware which, as the Survivor, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Raindrop-Illinois; and all and singular, the rights, privileges, powers, and franchises of Raindrop-Illinois, and all property, real, personal, and mixed, and all debts due to Raindrop-Illinois on whatever account, shall be vested in the Survivor; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Survivor as they were of Raindrop-Illinois, and the title to any real estate vested by deed or otherwise, under the laws of Delaware or Illinois or any other jurisdiction, in Raindrop-Illinois, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Raindrop-Illinois shall be preserved unimpaired, and all debts, liabilities, and duties of Raindrop-Illinois shall thenceforth attach to the Survivor and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

(b) At any time, or from time to time, after the Effective Date, the last acting officer of Raindrop-Illinois or the officers of the Survivor, may, in the name of Raindrop-Illinois, execute and deliver all such proper deeds, assignments, and

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other instruments and take or cause to be taken all such further or other action as the Survivor may deem necessary or desirable in order to vest, perfect, or confirm in the Survivor title to and possession of all Raindrop-Illinois property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

ARTICLE III

NAME OF SURVIVOR

The name of the Survivor from and after the Effective Date shall be Raindrop Geomagic, Inc.

ARTICLE IV

CERTIFICATE OF INCORPORATION

The Certificate of Incorporation of Raindrop-Delaware as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Survivor until changed or amended as provided by law.

ARTICLE V

BYLAWS

The Bylaws of Raindrop-Delaware as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Bylaws of the Survivor until changed or amended as provided therein.

ARTICLE VI

STATUS AND CONVERSION OF STOCK

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The manner and basis of converting the stock of Raindrop-Illinois and the nature and amount of securities of Raindrop-Delaware which the holders of shares of stock of Raindrop-Illinois are to receive in exchange for such stock are as follows:

(a) Each share of the capital common stock of Raindrop-Illinois shall be exchanged for two (2) shares of the capital common stock of Raindrop-Delaware.

(b) Each holder of a warrant, option or other right to acquire one (1) share of stock in Raindrop-Illinois shall as of the date of the merger have the right to acquire two (2) shares of Raindrop-Delaware stock of the same class and number and pursuant to the same terms as such warrant, option or other right to acquire stock of Raindrop-Illinois.

(c) The single outstanding share of stock of Raindrop-Delaware prior to the merger shall be cancelled.

ARTICLE VII

OFFICERS AND DIRECTORS

The officers and directors of Raindrop-Illinois shall act as the officers and directors of the Survivor.

ARTICLE VIII

MISCELLANEOUS

8.1 Termination. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Raindrop-Illinois or of Raindrop-Delaware, if

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the shareholders of Raindrop-Illinois or Raindrop-Delaware duly adopt a resolution abandoning this Agreement of Merger.

8.2 Counterparts. This Agreement may be executed in multiple counterparts, but each such counterpart shall be deemed to be an original instrument.


8.3 Service of Process. The mailing address to which the Illinois Secretary of State may mail a copy of any Service of Process is 627 Distribution Drive, Durham, NC 27713.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Raindrop Geomagic, Inc., an Illinois corporation

By: 
Jon Fjeld, President

Attest:


Ping Fu, Secretary

Raindrop Acquisition, Inc., a Delaware corporation

By: 
Jon Fjeld, President

Attest:



Ping Fu, Secretary

EXHIBIT ASTOCK OWNERSHIP - RAINDROP-ILLINOIS

Shareholder	No. of Shares
Ping Fu	1,000
Herbert Edelsbrunner	1,000,000
Ping Fu	50,000
Herbert Edelsbrunner	50,000
Mark K. Smith	40,000
Roman Waupotitsch	20,000
Anselm & Hong Bischoff	200,000
Mark K. Smith	15,000
Normand Paquin	15,000
Normand Paquin	8,547
Anselm & Hong Bischoff	50,000
Christine Kennedy Smith	50,000
Mark Aaron Smith	50,000
Harold E. Bischoff and Alice Bischoff as Trustees of the Harold and Alice Bischoff Revocable Trust dated January 13, 1995, and their successor trustees.	50,000
Anselm & Hong Bischoff	50,000
Anselm & Hong Bischoff	50,000
Anselm & Hong Bischoff	50,000
Anselm & Hong Bischoff	50,000
Anselm & Hong Bischoff	50,000
Anselm & Hong Bischoff	50,000
Anselm & Hong Bischoff	50,000
Mark K. Smith	20,000
Roman Waupotitsch	10,000
K & B Co. Inc.	50,000
VKS Limited Partnership	25,000
MOCE & Co. F/B/O Kevin S. Breen	25,000
Emmerich Welzl	8,000
Larry Wade	50,000
Peter B. Fox	25,000
Daniel McPhun and Kristen Fletcher	25,000
Michael L. Corn and Sharon M. Corn	5,000
Robert T. Stevenson III and Catherine A. Stevenson	12,500
Miroslav Anic and Julia L. Hathaway	25,000
Michael Tokarz	50,000

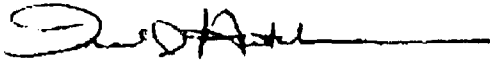
H&M: 34826.03

or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware or any successor provision, (iv) for any transaction from which such director derived an improper personal benefit, or (v) acts or omissions occurring prior to the date of the effectiveness of this provision.

Furthermore, notwithstanding the foregoing provision, in the event that the General Corporation Law of Delaware is amended or enacted to permit further limitation or elimination of the personal liability of the director, the personal liability of the corporation's directors shall be limited or eliminated to the fullest extent permitted by the applicable law.

This provision shall not affect any provision permitted under the General Corporation Law of Delaware in the certificate of incorporation, Bylaws or contract or resolution of the corporation indemnifying or agreeing to indemnify a director against personal liability. Any repeal or modification of this provision shall not adversely affect any limitation hereunder on the personal liability of the director with respect to acts or omissions occurring prior to such repeal or modification.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this the 15th day of February, 1999.



Fred D. Hutchison, Incorporator [SEAL]

1207 .1077

Peter S. Fuss	50,000
Donald A. Kurasch and Mary J. Riordan	25,000
Robert A. Schriesheim	12,500
Mark K. Smith	20,000
Mark K. Smith	5,000
Philippe Tondeur	50,000
Terrance Bedgood	50,000
Terry L. Logsdon	25,000
Jon Fjeld	120,000

Total Shares Outstanding: 3,736,547

H&M: 34826.03

TRADEMARK
REEL: 002544 FRAME: 0525

1207.1078

EXHIBIT B
STOCK OWNERSHIP - RAINDROP-DELAWARE

Shareholder	Certificate Number	Number of Shares
Jon Fjeld	1	1

H&M: 34826.03

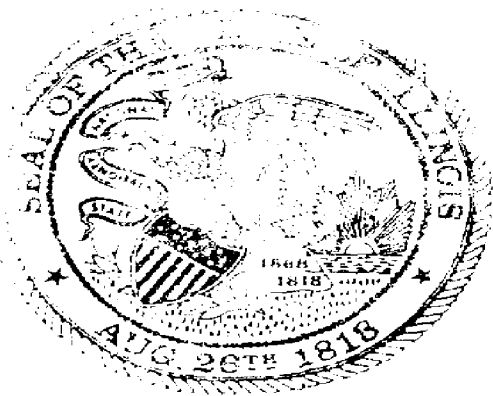
I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that this is a true and correct copy consisting of *thirteen* pages, as taken from the original on file in this office.

Jesse White

JESSE WHITE
SECRETARY OF STATE

DATE: *October 13, 2001*

BY: *Burton Lippert*



State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "RAINDROP ACQUISITION, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 1999, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2999653 8100

AUTHENTICATION: 1386765

010504043

DATE: 10-11-01

TRADEMARK

REEL: 002544 FRAME: 0528

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"RAINDROP GEOMAGIC, INC.", A ILLINOIS CORPORATION,
WITH AND INTO "RAINDROP ACQUISITION, INC." UNDER THE NAME OF "RAINDROP GEOMAGIC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF MARCH, A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTH DAY OF MARCH, A.D. 1999.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2999653 8100M

AUTHENTICATION: 1405855

010528306

DATE: 10-23-01

RECORDED: 04/15/2002

TRADEMARK
REEL: 002544 FRAME; 0529