

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):

Doculogic, LLC

- 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: 12/23/2002

2. Name and address of receiving party(ies)

Name: Archive Systems, Inc.

Internal

Address: _____

Street Address: 25 Commerce Road

City: Fairfield State: NJ Zip: 07004

- 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) 2,617,062

(Mark: DOCULOGIC.COM)

Additional number(s) attached Yes No

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

Name: Lisa C. Fodor, Esq.

Internal Address: Lowenstein Sandler PC

Street Address: 65 Livingston Avenue

City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501358

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9. Signature.

Lisa C. Fodor, Esq.

Name of Person Signing

Lisa C. Fodor

Signature

1/10/2003

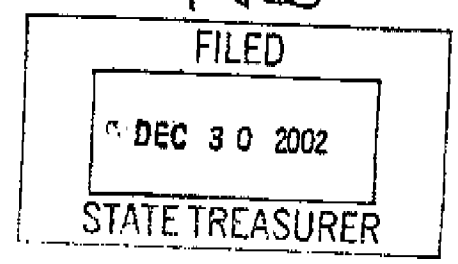
Date

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

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

MRC



CERTIFICATE OF MERGER OF

ARCHIVE SYSTEMS, INC. a New Jersey corporation (Surviving Corporation)

AND

DOCULOGIC, L.L.C., a New Jersey limited liability company (Merged Limited Liability Company)

0600029311 AND

DOCULOGIC.COM, L.L.C., a New Jersey limited liability company (Merged Limited Liability Company) (Pursuant to N.J.S. 42:2B-20 and N.J.S. 14A:10-14)

Dated: December 23, 2002

The undersigned entities, having adopted a plan and agreement of merger in accordance with N.J.S. 42:2B-20 and N.J.S. 14A:10-14, pursuant to which Docuologic, L.L.C., a New Jersey limited liability company, and Docuologic.com, L.L.C., a New Jersey limited liability company, shall be merged with and into Archive Systems, Inc., a New Jersey corporation, hereby certify as follows:

1. (a) The name of the surviving business entity is Archive Systems, Inc., a New Jersey corporation ("Survivor").

(b) The names of the merged business entities are Docuologic, L.L.C., a New Jersey limited liability company and Docuologic.com, L.L.C., a New Jersey limited liability company (collectively, the "Merged Companies").

2. The Survivor and the Merged Companies have approved and executed an Agreement and Plan of Merger (the "Plan") pursuant to which the merger will be effectuated, a copy of which is annexed hereto as Exhibit A. The Plan is on file at the business address of Survivor, which is 25 Commerce Road, Fairfield, New Jersey 07004. A copy of the Plan shall be furnished by Survivor, on request and without cost, to any member of Merged Companies or any shareholder of Survivor.

3. (a) The Plan was approved by the shareholders of the Survivor on December 23, 2002.

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Certificate of Merger: NJ

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PAGE 02

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(b) The number of shares of common stock of the Survivor entitled to vote on the Agreement was 100 shares. The number of shares of common stock of Survivor voted for and against the adoption of the Plan is as follows:

For: 100

Against: 0

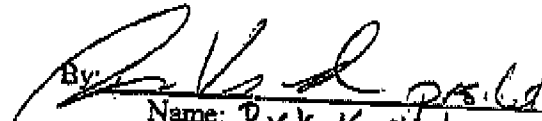
4. The Plan was unanimously approved by the Members of the Merged Companies on December 23, 2002.

5. The merger shall become effective upon filing with the New Jersey Department of the Treasury.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this certificate of merger to be executed on its behalf by its duly authorized officer or member, as the case may be, as of December 23, 2002.


ARCHIVE SYSTEMS, INC.

By: 
Name: Rick Kushel
Title: President

DOCULOGIC, L.L.C.

By: 
Name: Rick Kushel
Title:

DOCULOGIC.COM, L.L.C.

By: 
Name: Rick Kushel
Title:

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LOWENSTEIN SANDLER #8

P.06/10

DEC.31.2002 11:52AM

DIV OF REVENUE NJ/DLER #8

NO.073 P.5/8
P.05/08

Exhibit A
Agreement and Plan of Merger

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Certificate of Merger, NJ

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, made as of December 23, 2002, is by and among Archive Systems, Inc., a New Jersey corporation ("Corporation"), and Doculogic, L.L.C., a New Jersey limited liability company ("Doculogic"), and Doculogic.com, L.L.C., a New Jersey limited liability company ("Doculogic.com" and together with Doculogic, the "LLCs").

WHEREAS, LLCs and Corporation wish to merge as provided for in Section 14A:10-14 of the New Jersey Business Corporations Act and Section 42:2B-20 of the New Jersey Limited Liability Company Act.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I. MERGER

Section 1.01. At the Effective Time (as defined below), the LLCs shall be merged with and into the Corporation in accordance with the New Jersey Limited Liability Company Act and the New Jersey Business Corporation Act (the "Merger"), whereupon the separate existence of the LLCs shall cease and the Corporation shall be the surviving entity of the Merger and shall succeed to all of the rights, obligations, assets, and liabilities of the LLCs as provided by applicable law. The Corporation's existing Certificate of Incorporation (as amended and restated as of the date hereof), and By-laws (as amended and restated as of the date hereof) shall not be amended as a result of the Merger. The persons who are Directors and officers of the Corporation immediately prior to the Effective Time, shall, after the Merger, continue as Directors and officers of the Corporation without change, to serve, subject to the provisions of the By-laws of the Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Delaware and the Certificate of Incorporation, as amended, and By-laws of the Corporation.

Section 1.02. The name that the surviving corporation is to have after the Effective Date shall be "Archive Systems, Inc."

ARTICLE II. TERMS AND CONDITIONS OF THE MERGER

Section 2.01. The Merger shall be effective as of filing with the New Jersey Department of the Treasury (the "Effective Time").

Section 2.02. Prior to the Effective Time, the LLCs and the Corporation shall take all such actions as shall be necessary or appropriate in order to effect the Merger. If, at any time after the Effective Time, the Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to the Corporation full title to all of the property, assets, rights, privileges and

franchises of the LLCs (including without limitation, rights to all Intellectual Property), then the Members a of the LLCs shall promptly execute and deliver to the Corporation all such instruments and take all such further actions as the Corporation may determine to be necessary or desirable in order to vest in and confirm to the Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises (including without limitation, rights to all Intellectual Property) and otherwise to carry out the purposes of this Agreement. As used herein, "Intellectual Property" shall mean all patents, patent applications, inventions, invention reports, trademarks (registered and unregistered), service marks (registered and unregistered), trade names (registered and unregistered), copyrights (registered and unregistered), URLs, and "Trade Secrets" (which term shall mean all processes, designs, technical reports, technical documentation, technical know-how, trade secrets, formulae, customer lists, marketing and customer information, confidential and proprietary information, methods of doing business, databases, data files and compilations of information).

ARTICLE III.

CONVERSION OF INTERESTS IN CAPITAL AND PROFITS TO SHARES

Section 3.01. The Corporation is presently authorized to issue up to 1,000 shares of common stock, no par value per share, with 100 of such shares outstanding prior to the Effective Time.

Section 3.02. Each of the LLCs presently has outstanding interests in the capital and profits of the LLCs that collectively represent one hundred percent (100%) of the ownership of such capital and profits of each of the LLCs.

Section 3.03. At the Effective Time, each twenty five percent (75%) interest (or fraction thereof) in the capital and profits of the LLCs shall be converted into 0.0422 shares of common stock of the Corporation provided, however, that the interests in the capital and profits of the LLCs owned beneficially by the Corporation shall be canceled and retired without any consideration therefor. No other cash, shares, securities or obligations will be distributed or issued upon conversion of ownership interest in the capital and profits of the LLCs.

ARTICLE IV.

MISCELLANEOUS

Section 4.01. Notwithstanding anything herein to the contrary, each of the Board of Directors of the Corporation or the Members of the LLCs may, at any time prior to the filing with the Department of the Treasury of the State of New Jersey of the necessary Certificate of Merger giving effect to the Merger, by resolution duly adopted, abandon the Merger if it shall deem such action necessary, desirable and in the best interests of the respective companies owners. In the event of such determination and the abandonment of this Agreement and all pursuant to the provisions of this Section 4.01, this agreement shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either the Corporation or the LLCs or their respective directors, officers, stockholders or members.

franchises of the LLCs (including without limitation, rights to all Intellectual Property), then the Members a of the LLCs shall promptly execute and deliver to the Corporation all such instruments and take all such further actions as the Corporation may determine to be necessary or desirable in order to vest in and confirm to the Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises (including without limitation, rights to all Intellectual Property) and otherwise to carry out the purposes of this Agreement. As used herein, "Intellectual Property" shall mean all patents, patent applications, inventions, invention reports, trademarks (registered and unregistered), service marks (registered and unregistered), trade names (registered and unregistered), copyrights (registered and unregistered) URLs, and "Trade Secrets" (which term shall mean all processes, designs, technical reports, technical documentation, technical know-how, trade secrets, formulae, customer lists, marketing and customer information, confidential and proprietary information, methods of doing business, databases, data files and compilations of information).

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CONVERSION OF INTERESTS IN CAPITAL AND PROFITS TO SHARES**

Section 3.01. The Corporation is presently authorized to issue up to 1,000 shares of common stock, no par value per share, with 100 of such shares outstanding prior to the Effective Time.

Section 3.02. Each of the LLCs presently has outstanding interests in the capital and profits of the LLCs that collectively represent one hundred percent (100%) of the ownership of such capital and profits of each of the LLCs.

Section 3.03. At the Effective Time, each twenty five percent (25%) interest (or fraction thereof) in the capital and profits of the LLCs shall be converted into 0.0422 shares of common stock of the Corporation, provided, however, that the interests in the capital and profits of the LLCs owned beneficially by the Corporation shall be canceled and retired without any consideration therefor. No other cash, shares, securities or obligations will be distributed or issued upon conversion of ownership interest in the capital and profits of the LLCs.

**ARTICLE IV.
MISCELLANEOUS**

Section 4.01. Notwithstanding anything herein to the contrary, each of the Board of Directors of the Corporation or the Members of the LLCs may, at any time prior to the filing with the Department of the Treasury of the State of New Jersey of the necessary Certificate of Merger giving effect to the Merger, by resolution duly adopted, abandon the Merger if it shall deem such action necessary, desirable and in the best interests of the respective companies' owners. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Section 4.01, this Agreement shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either the Corporation or the LLCs or their respective directors, officers, stockholders or members.

Section 4.02. This Agreement constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings between them with respect to such matters.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by a duly authorized individual.

ARCHIVE SYSTEMS, INC.

[Signature]
Name: Rick Kushel
Title: President

DOCULOGIC, L.L.C.

[Signature]
Name: Rick Kushel
Title:

DOCULOGIC.COM, L.L.C.

[Signature]
Name: Rick Kushel
Title: