

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

NETSETGO, INC.

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- 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: 12/06/2002

2. Name and address of receiving party(ies)

Name: CEPHIRE TECHNOLOGIES, INC.

Internal

Address: _____

Street Address: 1255 UNIVERSITY AVE, SUITE 151

City: ROCHESTER State: NY Zip: 14607

- 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)

2,551,637

Additional number(s) attached Yes No

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

Name: DURIN ROGERS, ESQ.

Internal Address: _____

Street Address: 1255 UNIVERSITY AVE, SUITE 151

City: ROCHESTER State: NY Zip: 14607

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: _____

(Attach duplicate copy of this page if paying by deposit account)

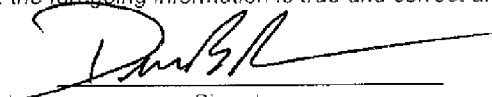
DO NOT USE THIS SPACE

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.

DURIN B. ROGERS

Name of Person Signing



Signature

07/21/2003

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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$40.00 2551637

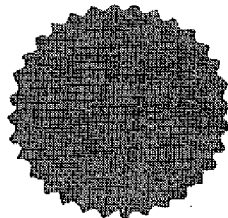
Delaware

PAGE 1

The First State

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 "NSG ACQUISITION CORP.", FILED IN THIS OFFICE ON THE THIRD DAY OF DECEMBER, A.D. 2002, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3597175 8100

020739453

AUTHENTICATION: 2120398

DATE: 12-03-02

DEC-03-2002 12:15

UNDERBERG & KESSLER

STATE OF DELAWARE P.03
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 10:00 AM 12/03/2002
 020739453 - 3597175

**CERTIFICATE OF INCORPORATION
 OF
 NSG ACQUISITION CORP.**

ARTICLE I

The name of this Corporation is NSG Acquisition Corp.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such office is The Corporation Trust Company.

ARTICLE III

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

ARTICLE IV

The total number of shares which the Corporation is authorized to issue is One Hundred Seven Thousand Five Hundred (107,500) shares, of which One Hundred Thousand (100,000) shares shall be Common Stock, with a par value of \$0.001 per share and Seven Thousand Five Hundred (7,500) shares shall be Preferred Stock, with a par value of \$1,000 per share.

The shares of Preferred Stock shall be undesignated Preferred Stock and may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board of Directors). The Board of Directors is further authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and to fix the number of shares of any series of Preferred Stock and the designation of any such series of Preferred Stock. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, may increase or decrease (but not below the number of shares in any such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. All shares of the Preferred Stock of any one series shall be identical to each other in all respects, except that the shares of any one series issued at different times may differ as to the dates from which dividends thereon, if cumulative, shall be cumulative.

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The authority of the Board of Directors with respect to each such class or series shall include, without limitation of the foregoing, the right to determine and fix:

- i. the distinctive designation of such class or series and the number of shares to constitute such class or series;
- ii. the rate at which dividends on the shares of such class or series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative or accruing, and whether the shares of such class or series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so, on what terms;
- iii. the right or obligation, if any, of the Corporation to redeem shares of the particular class or series of Preferred Stock and, if redeemable, the price, terms and manner of such redemption;
- iv. the special and relative rights and preferences, if any, and the amount or amounts per share, which the shares of such class or series of Preferred Stock shall be entitled to receive upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;
- v. the terms and conditions, if any, upon which shares of such class or series shall be convertible into, or exchangeable for, shares of capital stock of any other class or series, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;
- vi. the obligation, if any, of the Corporation to retire, redeem or purchase shares of such class or series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;
- vii. voting rights, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock;
- viii. limitations, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock; and
- ix. such other preferences, powers, qualifications, special or relative rights and privileges thereof as the Board of Directors of the Corporation, acting in accordance with this Certificate of Incorporation, may deem advisable and are not inconsistent with law and the provisions of this Certificate of Incorporation.

ARTICLE V

The name and mailing address of the incorporator is Beverly Noren, c/o Underberg & Kessler LLP, 1800 Chase Square, Rochester, New York 14604. The powers of the incorporator

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UNDERBERG & KESSLER

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the amended General Corporation Law of the State of Delaware. For purposes of this Article IX, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the Corporation's request as a director of another corporation, partnership, joint venture or other enterprise, and "personal liability to the corporation or its stockholders" shall include any liability to such other corporation, partnership, joint venture, trust or other enterprise, and any liability to the corporation in its capacity as a security holder, joint venture, partner, beneficiary, creditor or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

Neither any amendment nor repeal of this Article IX nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article IX shall eliminate or reduce the effect of this Article IX in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. This Certificate of Incorporation, may not be amended in any respect unless such action is approved by the affirmative vote of a majority of the capital stock of the Corporation.

ARTICLE XI

The Bylaws of the Corporation may be amended only by unanimous vote of the holders of the capital stock of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by the Incorporator this 3rd day of December, 2002.



 Beverly Noren, Sole Incorporator

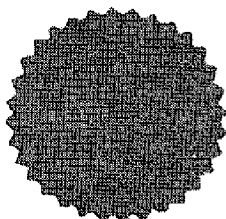
Delaware

PAGE 1

The First State

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 AMENDMENT OF "NSG ACQUISITION CORP.", CHANGING ITS NAME FROM "NSG ACQUISITION CORP." TO "CEPHIRE TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF DECEMBER, A.D. 2002, AT 2 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

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020760725

AUTHENTICATION: 2138833

DATE: 12-11-02

DEC-11-2002 14:07

UNDERBERG & KESSLER

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 12/11/2002
020760725 - 3597175

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
BEFORE THE ISSUANCE OF STOCK
OF
NSG ACQUISITION CORP.**

NSG Acquisition Corp, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. The Corporation has not received any payment for any of its stock.
2. Directors were not named in the Certificate of Incorporation and have not yet been elected.
3. The amendment to the Corporation's Certificate of Incorporation set forth in the following resolution was approved and adopted by the Sole Incorporator in accordance with the provisions of Section 241 of the General Corporation Law of the State of Delaware:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by striking Paragraph 1 in its entirety and replacing thereof:

- "1. The name of this Corporation is Cephire Technologies, Inc."

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its Sole Incorporator this 11th day of December, 2002.

Beverly Noren
Beverly Noren, Sole Incorporator

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- 1 -

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: Those parties listed on Schedule "A" attached hereto.

From: Cephias Capital Partners, LP and Steven Levine, as Agent
16 West Main Street 171 Weidner Road
Rochester, New York 14614 Rochester, New York 14624
(585) 231-1528 (716) 848-1244 - Robert
Olivieri, Esq., Hudson
Russ, LLP

We will sell the collateral described on Schedule "B" attached hereto to the highest qualified bidder in public as follows:


Day and Date: Friday, December 6, 2002

Time: 10:00 a.m.

Place: 300 Red Creek Drive
Rochester, New York 14623

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of \$25.00. You may request an accounting by calling Cephias Capital Partners, LP at (585) 231-1528.

Date: November 26, 2002 CEPHAS CAPITAL PARTNERS, LP

By: 
Name: Clint W. Campbell
Title: Managing Director

Date: November 26, 2002

Steven Levine, as Agent

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: Those parties listed on Schedule "A" attached hereto.

From: Cephias Capital Partners, LP and Steven Levine, as Agent
 16 West Main Street 171 Weidner Road
 Rochester, New York 14614 Rochester, New York 14624
 (585) 231-1528 (716) 848-~~1234~~¹²³⁴ - ~~By~~ Robert
 Olivieri ~~Graber~~, Esq., Hudgson
 Russ, LLP

We will sell the collateral described on Schedule "B" attached hereto to the highest qualified bidder in public as follows:

Day and Date: Friday, December 6, 2002

Time: 10:00 a.m.

Place: 300 Red Creek Drive
Rochester, New York 14623

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of \$25.00. You may request an accounting by calling Cephias Capital Partners, LP at (585) 231-1528

Date: November ²⁶~~25~~, 2002 CEPHAS CAPITAL PARTNERS, LP

By: _____
Name:
Title:

Date: November ²⁶~~25~~, 2002

Steven H. Levine
Steven Levine, as Agent

SECURED CREDITOR'S BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that CEPHAS CAPITAL PARTNERS, L.P., and STEVEN LEVINE, as Agent for an "Investors Group" as such term is defined in the applicable agreements between Steven Levine, as Agent for the Investors Group and the "Debtor" (as defined herein) (collectively referred to herein as the "Secured Parties"), for and in consideration of the purchase price of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) (\$34,000.00 for tangible assets and \$166,000.00 for intangible assets), pursuant to the Secured Parties' rights under applicable agreements and applicable law as a secured creditor of NETSETGO, INC. (the "Debtor"), hereby assigns, sells and transfers free and clear of any security interest of the Secured Parties and any security interest or lien subordinate thereto all of the right, title and interest of the Debtor in and to the property described in Schedule A attached to and made a part of this Bill of Sale (all such property, whether described above or on such Schedule A, being hereinafter called the "Property") to MSG ACQUISITION CORP., a Delaware corporation having an office c/o Underberg & Kessler, 1800 Chase Square, Rochester, New York 14604 (the "Buyer"), UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, BY WHICH THE BUYER AGREES TO BE BOUND UPON THE DELIVERY TO IT OF A COPY OF THIS BILL OF SALE EXECUTED BY THE SECURED PARTIES:

1. Method of Payment. The Buyer shall pay the full purchase price to the Secured Parties in cash or by certified check, bank draft or wire transfer of immediately available funds upon or prior to the delivery to the Buyer of a copy of this Bill of Sale executed by the Secured Parties.
2. Sales and Use Taxes. Upon or prior to the delivery to the Buyer of a copy of this Bill of Sale executed by the Secured Parties, the Buyer shall either pay to the Secured Parties all sales and use taxes arising from the sale of the Property hereunder or provide the Secured Parties with a properly completed and executed exempt use or resale certificate, certifying that such sale does not create any sales or use tax liability.
3. Exclusion of Warranties, Etc. The Sale of the Property pursuant to this Bill of Sale is made by the Secured Parties "AS IS, WHERE IS," such sale is in all respects FINAL and NO REFUND OR RETURN will be given or accepted by the Secured Parties under any circumstances. Without limiting the generality of the foregoing, (a) the Secured Parties shall not be required to prepare the Property for shipment and (b) the Buyer shall pay all expenses in connection with any removal or transportation of the Property from its location at the time of, and shall assume and bear all risks of loss with respect to the Property upon, the delivery to the Buyer of a copy of this Bill of Sale executed by the Secured Parties. THE SECURED PARTIES MAKE NO

REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO THE PROPERTY OR THE SALE THEREOF PURSUANT TO THIS BILL OF SALE. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.

4. Miscellaneous. This Bill of Sale (a) constitutes the entire agreement between the Secured Parties and the Buyer with respect to the sale of the Property, and supersedes all prior and contemporaneous agreements, negotiations and discussions, whether oral or written, between the Secured Parties and the Buyer with respect thereto, (b) shall be construed, interpreted and enforced in accordance with the internal law of the State of New York, without regard to principles of conflicts of laws, (c) shall be deemed to have been delivered to the Buyer at the earlier of the time it is (i) personally delivered to the Buyer or any agent or employee thereof or (ii) deposited in the mail, first class postage prepaid, addressed to the Buyer at its address set forth above and (d) shall be binding upon and inure to the benefit of the Secured Parties and the Buyer, and their respective successors, distributees, legal representatives and assignees. The Secured Parties may, at their sole option, require the Buyer to execute the statement following this Bill of Sale and return a copy of this Bill of Sale to the Secured Parties with such statement so executed, but any failure by the Secured Parties to impose such requirement or failure by the Buyer to comply therewith shall not render invalid or otherwise affect this Bill of Sale in any respect.

IN WITNESS WHEREOF, the Secured Parties have executed this Bill of Sale as of the 6th day of December, 2002.

CEPHAS CAPITAL PARTNERS, L.P.

y:

By: Clint Campbell
 Name: Clint Campbell
 Title: Managing Director

Timothy Beers
 Timothy Beers, as Agent for Steven Levine, et. al.


BUYER'S ACKNOWLEDGMENT AND AGREEMENT

The undersigned Buyer certifies to CEPHAS CAPITAL PARTNERS, L.P., and STEVEN LEVINE, as Agent for an "Investors Group" as such term is defined in the applicable agreements between Steven Levine, as Agent for the Investors Group and the "Debtor" (as defined herein) (collectively referred to herein as the "Secured Parties") that (1) a fully completed copy of the foregoing Bill of Sale executed by the Secured Parties have been delivered to such Buyer and (2) such Buyer (a) has received and accepted all of the Property, as such term is defined in such Bill of Sale, (b) has fully inspected such Property prior to its payment of the purchase price of the Property pursuant to such Bill of Sale and (c) accepts and agrees to all terms and conditions of such Bill of Sale.

Dated: December 6, 2002

NSG ACQUISITION CORP.

By:



~~Michael Benedict~~
Name: Michael Benedict
Title: President