

Form PTO-1594

(Rev. 10/02)

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

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

IBS INTERNATIONAL CORPORATION

- 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: 09/29/1999

2. Name and address of receiving party(ies)

Name: NETSETGO INC.

Internal Address: _____
Address: _____

Street Address: 300 RED CREEK DR.

City: ROCHESTER State: NY Zip: 14623

- 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)

2, 290, 016

B. Trademark Registration No.(s)

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: LEGAL DEPT.

CEPHIRE TECHNOLOGIES

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).....\$ 40⁰⁰

- 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, ESQ.

Name of Person Signing



Signature

5-25-04

Date

Total number of pages including cover sheet, attachments, and document: 1

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

OP \$40.00 2290016

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\rightarrow \rightarrow \rightarrow$

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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):
IBS INTERNATIONAL CORPORATION

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

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

2. Name and address of receiving party(ies)
Name: **NETSETGO INC.**
Internal Address: _____
Street Address: **300 REDCREEK DR.**
City: **ROCHESTER** State: **NY** Zip: **14623**

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 _____

Execution Date: **09/29/1999**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
2,290,016

B. Trademark Registration No.(s)

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: **LEGAL DEPT.**
CEPHIRE TECHNOLOGIES
 Street Address: **1255 UNIVERSITY AVENUE**
SUITE 151
 City: **ROCHESTER** State: **NY** Zip: **14607**

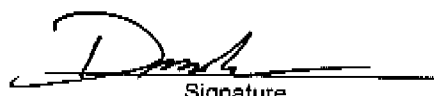
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 Enclosed
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 (Attach duplicate copy of this page if paying by deposit account)

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, ESQ.  **6-14-04**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 18

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

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of September 20, 1999, by and among ERIC FREY, AL BAITSHOLTS and DR. MOHAN CHELLAPPA (the "Shareholders"), IBS INTERNATIONAL CORPORATION, a New York corporation (the "Company"), IBSI ACQUISITION CORP., a Delaware corporation ("Buyer") and NETSETGO INC., a Delaware corporation and the sole shareholder of Buyer ("Parent") (Buyer and Parent are referred to collectively as the "Buyer Group").

WHEREAS, the Shareholders own more than 98% of the outstanding shares of capital stock of the Company; and

WHEREAS, the parties desire that the Company merge with and into Buyer pursuant to which the Shareholders shall exchange all of the issued and outstanding capital stock of the Company for certain of the voting capital stock of Parent and certain other consideration in a partially tax-free reorganization under Section 368(a)(1)(A) and (a)(2)(D) of the Internal Revenue Code of 1986, as amended.

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

ARTICLE I

MERGER; CONSIDERATION; CLOSING

1.1 **IN GENERAL.** At the Closing, Buyer and the Company shall consummate a merger (the "Merger") in which the Company shall be merged with and into Buyer in accordance with the terms and conditions contained in this Agreement, the separate corporate existence of the Company shall cease, and Buyer shall continue its existence as the surviving corporation (the "Surviving Corporation") under the laws of the State of Delaware

1.2 **EFFECTIVE TIME.** At the Closing, the parties shall execute and file with the Department of State of the State of Delaware a Certificate of Merger in substantially the form of Exhibit B hereto in compliance with the requirements of Section 252 of the Delaware General Corporation Law and shall file with the New York State Department of State a Certificate of Merger in substantially the form of Exhibit C hereto, in compliance with the requirements of Section 907 of the Business Corporation Law, containing such provisions as are necessary to give effect to the Merger (collectively the "Certificate of Merger"). The Merger shall be effective at the time (the "Effective Time") the Certificate of Merger is filed.

1.3 **CERTIFICATE OF INCORPORATION AND BY-LAWS.** At the Effective Time, the Certificate of Incorporation and By-Laws of Buyer shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation.

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1.4 BOARD OF DIRECTORS AND OFFICERS. At the Effective Time, the Board of Directors and the Officers of Buyer shall be the Board of Directors and the Officers of the Surviving Corporation.

1.5 CONVERSION OF SHARES. At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto, all of the issued and outstanding shares of common stock, par value \$.01 per share, of the Company (the "Shares") shall be converted into the right to receive a portion of the Merger Consideration (defined below) equal to the proportionate ownership interest in the Company represented by each Share. All of the Shares to be converted pursuant to this Section 1.5 shall, by virtue of the Merger and without any action on the part of the holders thereof, cease to be outstanding, be canceled and retired and cease to exist, and each holder of a certificate representing any such Shares shall thereafter cease to have any rights with respect to such Shares, except the right to receive the Merger Consideration for each of the Shares, upon surrender of such certificate in accordance with Section 1.7.

1.6 PAYMENT OF MERGER CONSIDERATION. The aggregate consideration (the "Merger Consideration") to be delivered for the Shares will be payable as follows:

(a) Cash Payment. At Closing, Buyer Group will pay the shareholders of the Company \$2,620,512 of the Merger Consideration in immediately available funds, pro rata according to the percentage of Shares owned by each shareholder of the Company immediately prior to the Effective Time, less the amounts set forth in Section 11.3 hereof.

(b) Subordinated Promissory Note. At Closing, the Parent will execute and deliver to the shareholders of the Company unsecured subordinated promissory notes in the aggregate principal amount of \$1,679,488 of the Merger Consideration, pro rata according to the percentage of Shares owned by each shareholder of the Company immediately prior to the Effective Time. These promissory notes will be in the form attached hereto as Exhibit A (each a "Subordinated Note").

(c) Common Stock. At Closing, the Parent will deliver to the shareholders of the Company certificates representing 1,228,571 shares of the common stock of the Parent, valued at an aggregate of \$4,300,000 (approximately \$3.50 per share), pro rata according to the percentage of Shares owned by each shareholder of the Company immediately prior to the Effective Time.

1.7 CANCELLATION OF SHARES. At the Effective Time, the certificates which, immediately prior to the Effective Time, represented the Shares (the "Certificates"), shall represent only the right to receive their proportionate share of the Merger Consideration, and upon presentation to the Surviving Corporation shall be canceled without any further obligation whatsoever on the part of the Surviving Corporation.

1.8 THE CLOSING. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place (i) after the satisfaction or waiver of the conditions set forth in Articles VI and VII hereof and (ii) on September 28, 1999, or at such other time as may be mutually agreed to by the parties, but not later than October 31, 1999. The Closing shall take place at the offices of the

Company (or at such other place and time as the parties may mutually agree), and the date of the Closing is referred to herein as the "Closing Date." At the Closing the Buyer Group shall pay to certain creditors of the Company designated by an "*" on Schedule 1.8 hereof the amount set forth therein in immediately available funds.

1.9 PROCEDURE AT THE CLOSING. At the Closing, the parties agree that the following shall occur:

(a) The Shareholders and the Company shall have satisfied each of the conditions set forth in Article VI and shall deliver to the Buyer the documents, certificates, consents and letters required in Article VI, and such other certificates and documents as the Buyer or its counsel may reasonably request.

(b) The Buyer shall have satisfied each of the conditions set forth in Article VII and shall deliver the documents, certificates, consents and letters required by Article VII, and such other certificates and documents as the Shareholders or their counsel may reasonably request.

(c) Buyer shall have delivered the Merger Consideration to the Shareholders in the manner set forth in Section 1.6.

1.10 TREATMENT OF STOCK OPTIONS. At the Effective Time, the Parent shall cause each holder of a then-outstanding option (the "IBSI Options") exercisable for shares of the Company's Common Stock to receive, without any action on the part of the holders of the IBSI Options, incentive stock options exercisable for an equal number of shares of the Parent's Common Stock under the Parent's Stock Option Plan (the "Parent Options"), which options shall be fully vested and which shall have an exercise price of \$3.50 per share (subject to adjustments for stock splits, stock dividends and the like). The Parent shall take all corporate action necessary to reserve for issuance a sufficient number of shares of the Parent's Common Stock upon exercise of the Parent Options after the Time. The Parent's Stock Option Plan and the form of the incentive stock option agreement pursuant to which such options will be issued is attached hereto as Exhibit E.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF BUYER GROUP

As a material inducement to the Shareholders to enter into this Agreement and to consummate the transactions contemplated hereby, each member of the Buyer Group, jointly and severally, makes the following representations and warranties to the Shareholders:

2.1 CORPORATE STATUS. Each member of the Buyer Group is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each member of the Buyer Group has the requisite power and authority to own or lease its properties and to carry on its business as presently conducted. There is no pending or threatened

affected by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

3.23 RELATIONSHIPS WITH CUSTOMERS AND SUPPLIERS; AFFILIATED TRANSACTIONS. To the Shareholders' and the Company's best knowledge, no current supplier to the Company of items useful in the conduct of the Company's business has threatened to terminate its business relationship with the Company for any reason. To the Shareholders' and the Company's best knowledge, no customer of the Company has threatened to terminate its business relationship with the Company. The Company has no direct or indirect interest in any customer, supplier or competitor of the Company or in any person from whom or to whom the Company leases real or personal property. To the Shareholders' and the Company's best knowledge, no officer, director or shareholder of the Company, nor any entity in which any such person owns any beneficial interest, is a party to any Material Contract or transaction with the Company or has any interest in any property used by the Company.

3.24 INTELLECTUAL PROPERTY. To the Shareholders' and the Company's best knowledge, the Company has full legal right, title and interest in and to all trademarks, service marks, trade names, copyrights, know-how, patents, trade secrets, licenses (including licenses for the use of computer software programs), and other intellectual property used in the conduct of its business (the "Intellectual Property"). Schedule 3.24 sets forth all of the Intellectual Property, including registration numbers, if applicable. All applications pending with respect to any Intellectual Property are listed on Schedule 3.24. To the Shareholders' and the Company's best knowledge, the conduct of the business of the Company as presently conducted does not infringe or misappropriate any rights held or asserted by any Person and, to the best knowledge of each Shareholder and the Company, no Person is infringing on any Intellectual Property. No payments are required for the continued use of the Intellectual Property. None of the Intellectual Property has ever been declared invalid or unenforceable, or is the subject of any pending or, to the Shareholders' and the Company's best knowledge, threatened action for opposition, cancellation, declaration, infringement, or invalidity, unenforceability or misappropriation or like claim, action or proceeding.

3.25 CONTRACTS. Schedule 3.25 sets forth a list of each Material Contract (as defined below), true, correct and complete copies of which have been provided to the Buyer. Schedule 3.25 identifies all of the Material Contracts identified therein that require the consents of third parties to the transactions contemplated hereby or which contain termination rights arising in connection with the transactions contemplated hereby. The copy of each Material Contract furnished to the Buyer is a true and complete copy of the document it purports to represent and reflects all amendments thereto made through the date of this Agreement. The Company has not violated any of the terms or conditions of any Material Contract or any term or condition which would permit termination or material modification of any Material Contract. To the best knowledge of the Company and the Shareholders, all of the covenants to be performed by any other party thereto have been fully performed, and there are no claims for breach or indemnification or notice of default or termination under any Material Contract. No event has occurred which constitutes, or after notice or the passage of time, or both, would constitute, a default by the Company under any Material Contract, and, to the best knowledge of the Company and the Shareholders, no such event has occurred which constitutes or would

Schedule 3.24

(Intellectual Property)

- Reference U.S. Trademark Application S/N# 75/496,613 for ISUITE (Class 9), which was published for opposition on August 10, 1999.
- Reference U.S. Service Mark Application # 75/496,645 for IBSI, an office action is pending regarding the IBSI mark.

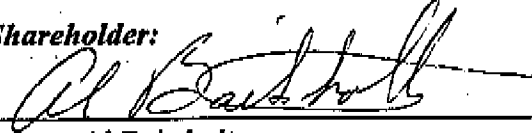
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Shareholder:



Eric Frey

Shareholder:



Al Baitsholts

Shareholder:



Dr. Mohan Chellappa

IBS International Corporation:

By: 

IBSI Acquisition Corporation

By: 

NetSetGo Inc.

By: 

MINUTES OF MEETING
OF THE
BOARD OF DIRECTORS
OF
IBS INTERNATIONAL CORPORATION

A meeting of the Board of Directors of IBS International Corporation, a New York Corporation (the "Corporation"), was held on September 27, 1999. Present in person at the meeting were Messrs. Frey, Baitsholts and Mr. Gipner. Messrs. Chellappa, Brody and Mitchell participated by conference telephone throughout the meeting. The meeting was convened by Chairman Albert Baitsholts at 2 p.m., and adjourned until 8 p.m., when the meeting was reconvened. After discussion, upon motion duly made, the following resolutions were duly adopted and approved:

Agreement and Plan of Merger

RESOLVED: That, upon obtaining the requisite approval of shareholders of the Corporation, the proposed Agreement and Plan of Merger, in substantially the form attached hereto, between the Corporation, IBSI Acquisition Corp., a Delaware corporation ("Acquisition Sub"), and Net Set Go Corp., a Delaware corporation ("Parent"), providing for, among other things, payment to the shareholders of the Corporation of total merger consideration of approximately \$8.6 million, or approximately \$3.26 per share, payable approximately 30% in cash, 20% under a subordinated note of Parent and 50% in Common Stock of Parent, is hereby approved and the proper officers of the Corporation, or any of them, are hereby authorized and directed to execute and deliver the Agreement and Plan of Merger (with such changes therein as the officer of the Corporation executing the same may deem necessary or appropriate, his execution thereof to be conclusive evidence of the approval of this Board of Directors) and to consummate the transactions contemplated thereby.

Ratification of Corporate Actions

RESOLVED: That all acts of the officers of the Corporation taken at any time from the date of the last meeting of directors to and including the date of the adoption of this Resolution are hereby authorized, approved and ratified.

General Authorization

RESOLVED: That the proper officers of the Corporation be, and they hereby are, authorized and directed to do such acts and things and to execute such documents and to give such assurances as may be necessary or advisable and proper to effect the intents and purposes of all of the foregoing resolutions.

There being no further business, the meeting was adjourned at approximately 9 p.m.

Respectfully submitted,

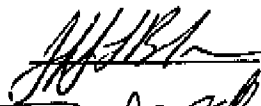
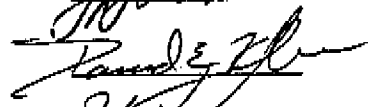


Albert Baitsholts, Chairman

IBSI ACQUISITION CORP.

SECRETARY'S CERTIFICATE

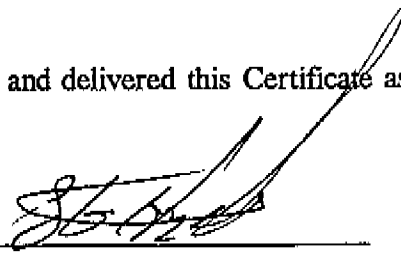
Pursuant to Section 7.6(b) of that certain Agreement and Plan of Merger (the "Agreement"), dated as of September 20, 1999, by and among IBSI Acquisition Corp. (the "Company"), NetSetGo Inc., IBS International Corporation, Eric Frey, Al Baitsholts and Dr. Mohan Chellappa, Steven Hyde hereby certifies that he is the Secretary of the Company, and that:

1. Attached to this Certificate as Exhibit A are copies of the resolutions of the directors and shareholders of the Company authorizing the Merger and approving and adopting the Agreement and the Certificate of Merger.
2. The following individuals are the duly elected, qualified and acting officers of the Company:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Jeffrey Burke	President	
David Klein	Executive Vice President	
Steven Hyde	Secretary / Executive VP	

All capitalized terms used in this Certificate and not defined herein have the meanings given to such terms in the Agreement. This Certificate may be executed in various counterpart copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

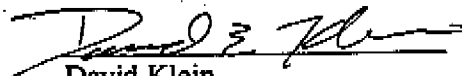
IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the 27th day of September, 1999.



 Steven Hyde

The undersigned, the Executive Vice President of the Company, does hereby certify that Steven Hyde has been duly elected and qualified and as of this day is the Secretary of the Company, and that the signature set forth above opposite his name is his true and genuine signature.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the 29th day of September, 1999.


David Klein

SEP-30-99 THU 12:39

NCR PH# 734-1450

FAX NO. 3027341476

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:00 PM 09/30/1999
991412802 - 3098469

CERTIFICATE OF MERGER

IBS International Corporation
into
IBSI Acquisition Corp.

Pursuant to Title 8, Section 252 of the General Corporation Law of the State of Delaware, IBSI Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware ("Acquisition"), and IBS International Corporation, a corporation organized and existing under the law of the State of New York ("IBSI"), do hereby certify to the following facts relating to the merger of IBSI with and into Acquisition:

FIRST: The name and state of incorporation of each constituent entity that is a party to the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
IBSI Acquisition Corp.	Delaware
IBS International Corporation	New York

SECOND: An Agreement and Plan of Merger, dated as of September 20, 1999, by and among Acquisition, NetSetGo Inc., IBSI and certain of IBSI's stockholders, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252(c)(2) of the General Corporation Law of the State of Delaware

THIRD: Pursuant to the Agreement and Plan of Merger, the surviving corporation of the merger is Acquisition, a Delaware corporation (the "Surviving Corporation"), and the name of the Surviving Corporation is "IBSI Acquisition Corp." The Surviving Corporation shall continue its existence under its present name pursuant to the provisions of the General Corporation Law of the State of Delaware.

FOURTH: At the "Effective Time" of the merger, as defined in and pursuant to the Agreement and Plan of Merger, the certificate of incorporation, as amended, of Acquisition shall become the certificate of incorporation of the Surviving Corporation, until amended in accordance with the provisions of the General Corporation Law of the State of Delaware. At the Effective Time, the bylaws, as amended, of Acquisition shall become the bylaws of the Surviving Corporation, until amended in accordance with the certificate of incorporation of Acquisition and the General Corporation Law of the State of Delaware. At the Effective Time, the directors and officers of Acquisition shall become the directors and officers of the Surviving Corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at the office of the Surviving Corporation at the following address:

TRADEMARK

REEL: 002859 FRAME: 0205

SEP-30-99 THU 12:40

NCR PH# 734-1450

FAX NO. 3027341476

P. 03

IBSI Acquisition Corp.
c/o Harter, Secrest & Emery LLP
700 Midtown Tower
Rochester, New York 14604

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

SEVENTH: The authorized capital of IBSI is twenty million (20,000,000) shares of common stock, par value \$.01 per share

IN WITNESS WHEREOF, Acquisition and IBSI have caused this Certificate of Merger to be duly executed as of this 29th day of September, 1999.

ATTEST

By: [Signature]

Steven Hyde, Secretary

IBSI ACQUISITION CORP.

By: [Signature]

Jeffrey Burke, President

ATTEST

By: [Signature]

Al Baitsholts, Secretary

IBS INTERNATIONAL CORPORATION

By: [Signature]

Eric Frey, President

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, 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:

"IBS INTERNATIONAL CORPORATION", A NEW YORK CORPORATION, WITH AND INTO "IBSI ACQUISITION CORP." UNDER THE NAME OF "IBSI ACQUISITION CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 1999, AT 1 O'CLOCK P.M.

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



Edward J. Freel

Edward J. Freel, Secretary of State

AUTHENTICATION: TRADEMARK

3098469 8100M

991412802

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**CERTIFICATE OF MERGER
OF
IBS INTERNATIONAL CORPORATION
INTO
IBSI ACQUISITION CORP.**

**Under Section 907 of the Business Corporation Law
of the State of New York**

We, the undersigned, being respectively the President and Secretary of IBS International Corporation, a corporation organized and existing under and by virtue of the laws of the State of New York, and the President and Secretary of IBSI Acquisition Corp., a corporation organized and existing under and by virtue of the laws of the State of Delaware, do hereby certify:

1. The name of each constituent corporation is as follows:
 - (a) IBS International Corporation, a New York corporation; and
 - (b) IBSI Acquisition Corp., a Delaware corporation.
2. The surviving corporation is IBSI Acquisition Corp., a corporation of the state of Delaware, incorporated on the 17th day of September, 1999. IBSI Acquisition Corp.'s application for authority to do business in the State of New York was filed by the Department of State on the 29th day of September, 1999.
3. The number of outstanding shares of IBS International Corporation is 2,641,312 shares of Common Stock, par value \$.01 per share, each of which is entitled to vote. The number of outstanding shares of stock of IBS International Corporation is not subject to change prior to the effective date of the Merger. The number of outstanding shares of IBSI Acquisition Corp. is 200 shares of common stock, no par value per share, each of which is entitled to vote. The number of outstanding shares of stock of IBSI Acquisition Corp. is not subject to change prior to the effective date of the Merger.
4. IBSI Acquisition Corp. has complied with the applicable provisions of the laws of the State of Delaware under which it is incorporated and this merger is permitted by such laws.

TRADEMARK

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5. The Certificate of Incorporation of IBS International Corporation was filed with the New York Department of State on March 7, 1990 under the name of Network Systems Solutions, Inc.

6. The merger was authorized by the unanimous written consent of the directors of IBS International Corporation followed by the vote by the holders of more than two-thirds of the outstanding shares of IBS International Corporation entitled to vote thereon. The merger was authorized by the unanimous written consent of the directors of IBSI Acquisition Corp. followed by the unanimous written consent of the holders of all the outstanding shares of stock of IBSI Acquisition Corp. entitled to vote thereon.

7. IBSI Acquisition Corp. agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of the domestic constituent corporation, previously amenable to suit in the State of New York, which is a constituent corporation in such merger, and for the enforcement, as provided in this chapter, of the right of shareholders of any constituent domestic corporation to receive payment for their shares against the Surviving Corporation. The Secretary of State of the State of New York is hereby designated as the agent of the Surviving Corporation upon whom process in any action or proceeding against the Surviving Corporation may be served; the post office address to which the Secretary of State shall mail a copy of any process against it served upon him is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. Such post office address shall supersede any prior address designated as the address to which process shall be mailed.

8. The Surviving Corporation agrees that, subject to the provisions of Section 623 of the New York Business Corporation Law, the Surviving Corporation will promptly pay to the shareholders of each constituent corporation the amount, if any, to which they shall be entitled under the provisions of this chapter relating to the right of shareholders to receive payment for their shares.

9. The constituent domestic corporation hereby certifies that all fees including penalties and interest administered by the Department of Taxation and Finance of the State of New York which are now due and payable by the constituent domestic corporation have been paid and that a cessation franchise tax report through the anticipated date of the merger, has been

filed by the constituent domestic corporation. The said report, if estimated, is subject to amendment. IBSI Acquisition Corp. hereby agrees that it will within 90 days of the filing of

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the Certificate of Merger file the cessation franchise tax report, if an estimated report was previously filed, and promptly pay to the Department of Taxation and Finance of the State of New York and all fees, taxes including penalties and interest, if any.

IN WITNESS WHEREOF, this certificate has been signed on the 29th day of September, 1999 and the statements contained herein are affirmed as true under the penalties of perjury.

IBS INTERNATIONAL CORPORATION

IBSI ACQUISITION CORP.

By: E. B. Frey, President
Eric B. Frey, President

By: Al Baitsholts, Chairman
Al Baitsholts, Chairman

By: David E. Klein, Executive Vice President
David E. Klein, Executive Vice President

By: Jeffrey L. Burke, President
Jeffrey L. Burke, President

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

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WILMINGTON, DE 19801

09/30/1999

REGISTERED AGENT



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