

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

MERGER

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BSD, Inc.		07/15/2004	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Security First Insurance, Inc.
Street Address:	255 Bank Street
City:	Waterbury
State/Country:	CONNECTICUT
Postal Code:	06702
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2858892	WORKSITE PLUS

CORRESPONDENCE DATA

Fax Number: (860)527-0464

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860-549-5290

Email: engel@ip-lawyers.com

Correspondent Name: R. Michaud, McCormick Paulding & Huber

Address Line 1: CityPlace II, 185 Asylum Street

Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:

6836-0003

NAME OF SUBMITTER:

Christina Engel

Total Attachments: 9

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CERTIFICATE OF MERGER

**SECURITY FIRST INSURANCE, INC.
(Surviving Connecticut Stock Corporation)**

and

**SECURITY FIRST INSURANCE OF FAIRFIELD, INC.
(Terminating Connecticut Stock Corporation)**

and

**BSD, INC.
(Terminating Connecticut Stock Corporation)**

- (1) The name of the merging corporations are:
 - (a) SECURITY FIRST INSURANCE, INC. which is to be the surviving corporation;
 - (b) SECURITY FIRST INSURANCE OF FAIRFIELD, INC. which is to be a terminating corporation; and
 - (c) BSD, INC. which is to be a terminating corporation.
- (2) The name which the surviving corporation in the merger shall have is:
SECURITY FIRST INSURANCE, INC.
- (3) The Plan of Merger as approved by all of the constituent corporations is attached hereto as Exhibit "A".
- (4) There are no changes in the Certificate of Incorporation of the surviving corporation affected by this merger.
- (5) The effective date of the merger shall be upon its filing with the Secretary of State.
- (6) In addition to complying with all sections of Chapter 601 of the Connecticut General Statutes, the surviving corporation shall, upon request, furnish a copy of the Plan of Merger, without cost to any stockholder of any of the merging corporations.
- (7) The Plan of Merger has been approved by SECURITY FIRST INSURANCE, INC. in the following manner:

The Plan was approved by the Shareholders in accordance with C.G.S. 33-600 through 33-998 and the Corporation's Certificate of Incorporation.

- (8) The Plan of Merger has been approved by SECURITY FIRST INSURANCE OF FAIRFIELD, INC. the in the following manner:

The Plan was approved by the Shareholders in accordance with C.G.S. 33-600 through 33-998 and the Corporation's Certificate of Incorporation.

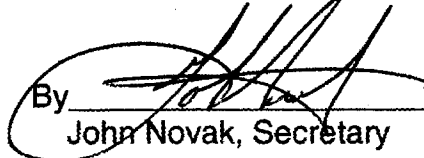
- (9) The Plan of Merger has been approved by BSD, INC. the in the following manner:


The Plan was approved by the Shareholders in accordance with C.G.S. 33-600 through 33-998 and the Corporation's Certificate of Incorporation.

Dated at Waterbury, Connecticut this 15 day of July, 2004.

We declare, under the penalties of perjury, that the statements made in the foregoing certificate, insofar as they pertain to SECURITY FIRST INSURANCE, INC., the surviving corporation, are true.

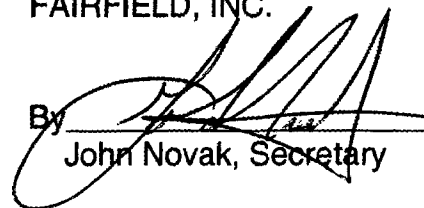
SECURITY FIRST INSURANCE, INC. SECURITY FIRST INSURANCE, INC.

By 
John Novak, Secretary

By 
James George, President

We declare, under the penalties of perjury, that the statements made in the foregoing certificate, insofar as they pertain to SECURITY FIRST INSURANCE OF FAIRFIELD, INC., a terminating corporation, are true.

SECURITY FIRST INSURANCE OF
FAIRFIELD, INC.

By 
John Novak, Secretary

SECURITY FIRST INSURANCE OF
FAIRFIELD, INC.

By 
James George, President

We declare, under the penalties of perjury, that the statements made in the foregoing certificate, insofar as they pertain to BSD, INC., a terminating corporation, are true.

BSD, INC.

By 

John Novak, Secretary

BSD, INC.

By 

James George, President

Filed By: John J. Palmeri
Attorney at Law, LLC
100 Hinman Street
P.O. Box 297
Cheshire, CT 06410

EXHIBIT "A"
AGREEMENT AND PLAN OF MERGER

Agreement, dated June 29, 2004 by and between SECURITY FIRST INSURANCE, INC. (hereinafter referred to as "SFI"), SECURITY FIRST INSURANCE OF FAIRFIELD, INC. (hereinafter referred to as "SFIF") and BSD, INC. (hereinafter referred to as "BSD ") being both duly organized Connecticut Corporations.

WHEREAS, for the purpose of more efficiently meeting the needs of their customers and servicing the debts of their creditors, the respective Stockholders and Boards of Directors of SFI, SFIF and BSD have determined that it is advisable and in the best interest of these corporations and their respective Stockholders that SFIF and BSD be merged into SFI and that SFI be the surviving corporation in the merger.

NOW, THEREFORE, it is agreed as follows:

1. Vote on Merger: SFI, SFIF and BSD shall cause special meetings of their respective Boards of Directors and Stockholders to be called and held on or before June 29, 2004 to consider and vote upon the merger of SFIF and BSD into SFI on the terms and conditions hereinafter set forth. If the merger is approved by the Stockholders of these three (3) corporations in accordance with the laws of the State of Connecticut, subject to the provisions of paragraph 7 hereof, a certificate of merger shall be executed and filed with the Secretary of State of the State of Connecticut as promptly as possible thereafter, which shall be the effective date of the merger.

2. Name: The corporate name of SFI, the surviving corporation, and its identity, existence, purposes, powers, objects,

franchises, rights, and immunities, shall be unaffected nor impaired by the merger. On the effective date of the merger, the separate existence and corporate organizations of SFIF and BSD, except insofar as they may be continued by statute, shall cease.

3. Certificate of Incorporation and By-Laws: The certificate of incorporation of SFI as originally filed and recorded and as thereafter from time to time amended, shall on the effective date of the merger, be the certificate of incorporation of the surviving corporation until further altered, amended, or repealed as provided by law.

The by-laws of SFI in effect on the effective date of merger, shall be the by-laws of the surviving corporation until amended, rescinded, or repealed as provided therein or by law.

4. Directors and Officers of Surviving Corporation: The Directors of SFI, on the effective date of the merger, shall continue to be Directors of the surviving corporation for the terms for which they were elected, and until their successors are elected and qualified as provided by law and the by-laws of the surviving corporation.

The officers of SFI, on the effective date of the merger, shall continue to be the officers of the surviving corporation and shall hold office until their respective successors are duly chosen and qualified, as provided by law and the by-laws of the surviving corporation.

5. Treatment of Shares of Constituent Corporations: The terms and conditions of the merger, the mode of carrying the same into

effect, and the manner of converting the shares of SFIF and BSD into shares of SFI are as follows:

(a) The outstanding Common Stock of SFI shall not be affected by the merger.

(b) On the effective date of the merger, each share of Common Stock of SFIF which shall be issued and outstanding as of the date of this Agreement shall be retired and converted into .075 shares of Common Stock of SFI. SFI shall be required to issue fractional shares of its Common Stock to achieve the foregoing.

(c) On the effective date of the merger, each share of common stock of BSD which shall be issued and outstanding as of the date of this Agreement shall be retired and converted into 37.0833 shares of common stock of SFI. SFI shall be required to issue fractional shares of its common stock to achieve the foregoing.

6. Covenants of Parties: At or prior to the effective date of the merger:

(a) SFIF will not: (1) engage in any activity or transaction otherwise than in the ordinary course of business without first obtaining the approval of SFI or (2) make any change in its authorized shares, except as shall be necessary to carry out the terms of this Agreement; of (3) issue or sell, or issue options to purchase or rights to subscribed to, any of its shares; or (4) declare any dividends on any of its shares.

(b) BSD will not: (1) engage in any activity or transaction otherwise than in the ordinary course of business without first obtaining the approval of SFI or (2) make any change in its

authorized shares, except as shall be necessary to carry out the terms of this Agreement; of (3) issue or sell, or issue options to purchase or rights to subscribed to, any of its shares; or (4) declare any dividends on any of its shares.

(c) SFI will not declare any dividend on any of its common shares which is payable in common shares.

7. Conditions to Merger: Anything herein or elsewhere to the contrary notwithstanding, the merger shall not be made effective if prior to the date of the effective date of the merger:

(a) The Board of Directors of either SFI, SFIF or BSD elect that it shall not be made effective, or

(b) If any material litigation shall be pending or threatened against or affecting any constituent corporation or their respective assets, or the merger, which in the judgment of the Board of Directors of any of the constituent corporations to the merger renders it inadvisable to proceed with the merger.

If the Board of Directors of any constituent corporation to the merger elects that the merger shall not be made effective as provided in this paragraph 7, notice shall be given to the other constituent corporations, and thereupon, or upon the election of any Board of Directors that the merger shall not be made effective as provided in Subparagraph (a) of this paragraph 7, this Agreement shall become wholly void and of no effect and there shall be no liability on the part of either of the aforementioned corporations or their respective Board of Directors or Stockholders.

8. Surviving Corporation: On the effective date of the merger, all of the estate, property, rights, privileges, powers, franchises, and interests of all three (3) of the constituent corporations and all of their property, real, personal, and mixed, and all the debts due on whatever account of either of them, and other choses in action belonging to either of them, shall be vested in SFI as the surviving corporation, without further act or deed and all claims, demands, and every other interest shall be the property of SFI as the surviving corporation as they were of the constituent corporations, and the title to all real estate, if any, vested in either of the constituent corporations shall not be deemed to revert or to be in any way impaired by reason of the merger but shall be vested in SFI as the surviving corporation.

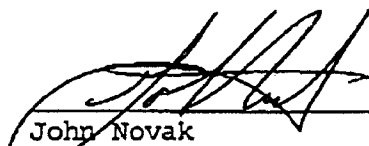
9. Section 368(a)(1)(A) of the Internal Revenue Code:
This merger shall be carried out as a statutory Type "A" Reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986 as amended.

10. Further Documents: To the extent permitted by law, and from time to time, as and when requested by SFI or by its successors or assigns, SFIF and/or BSD shall execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as SFI may deem necessary or desirable in order to vest in and confirm to SFI title to, and possession of, and property of SFIF and BSD acquired by reason of law as a result of the merger herein provided for, and otherwise to carry out the intent and purposes hereof; and the proper

officers and directors of SFIF and BSD are fully authorized, to take any and all such action and to do all things necessary to effectuate this statutory merger under the laws of the State of Connecticut and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.


IN WITNESS WHEREOF, SFI, SFIF and BSD have caused this agreement to be executed by their duly authorized officers.

ATTEST:



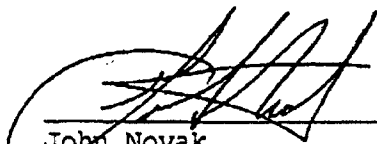
John Novak
Secretary

SECURITY FIRST INSURANCE, INC.

By 


James George
Its President
Duly Authorized

ATTEST:



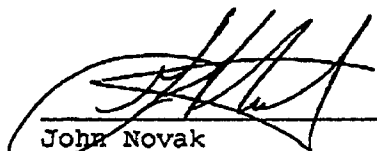
John Novak
Secretary

SECURITY FIRST INSURANCE
OF FAIRFIELD, INC.

By 


James George
Its President
Duly Authorized

ATTEST:



John Novak
Secretary

BSD, INC.

By 

James George
Its President
Duly Authorized