Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: CHANGE OF NAME

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-----------------------|
| M&R Marking Systems, Inc. | | 06/30/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | M&R Marking Systems, LLC | |
|-----------------|-------------------------------------|--|
| Street Address: | 100 Springfield Avenue | |
| City: | Piscataway | |
| State/Country: | NEW JERSEY | |
| Postal Code: | 08855-6969 | |
| Entity Type: | Limited Liability Company: DELAWARE | |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------------|
| Registration Number: | 1320628 | ROYAL MARK |
| Registration Number: | 1328065 | |
| Registration Number: | 1456184 | IDEAL |
| Registration Number: | 1505821 | MINI |
| Registration Number: | 1898872 | |
| Registration Number: | 1957332 | IDEAL |
| Registration Number: | 2236425 | OPTIMARK |
| Registration Number: | 2442295 | BRINGING E-BUSINESSTO YOUR BUSINESS |
| Registration Number: | 2541870 | ONLINECUSTOM.COM |
| Registration Number: | 2629859 | ONLINECUSTOM.COM |
| Registration Number: | 2791389 | ULTIMARK |
| Registration Number: | 2838697 | M&R |
| Serial Number: | 78526682 | INSTAPLATE |

CORRESPONDENCE DATA

TRADEMARK REEL: 003119 FRAME: 0123

900028018

Fax Number: (412)562-1041

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

Phone: 412-562-1637

Email: cremonesevj@bipc.com

Correspondent Name: Michael L. Dever Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

| NAME OF SUBMITTER: | Michael L. Dever |
|--------------------|--------------------|
| Signature: | /Michael L. Dever/ |
| Date: | 07/11/2005 |

Total Attachments: 17

source=m&r marking name change#page1.tif source=m&r marking name change#page2.tif source=m&r marking name change#page3.tif source=m&r marking name change#page4.tif source=m&r marking name change#page5.tif source=m&r marking name change#page6.tif source=m&r marking name change#page7.tif source=m&r marking name change#page8.tif source=m&r marking name change#page9.tif source=m&r marking name change#page10.tif source=m&r marking name change#page11.tif source=m&r marking name change#page12.tif source=m&r marking name change#page13.tif source=m&r marking name change#page14.tif source=m&r marking name change#page15.tif source=m&r marking name change#page16.tif source=m&r marking name change#page17.tif



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 AGREEMENT OF MERGER, WHICH MERGES:

"MER MARKING SYSTEMS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "MER MARKING SYSTEMS, LLC" UNDER THE NAME OF
"MER MARKING SYSTEMS, LLC", A LIMITED LIABILITY COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF JUNE,
A.D. 2005, AT 5:49 O'CLOCK P.M.

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

3993673 8100M 050548795

Varriet Smith Hindson

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3993396

DATE: 06-30-05

AGREEMENT AND PLAN OF MERGER among

M&R MARKING SYSTEMS, INC.

M&R MARKING HOLDINGS, INC.

State of Deleware Secretary of State Division of Comporations Delivered 05:49 PM 06/30/2005 FILED 05:49 PM 06/30/2005 SRV 050548795 - 3993673 FILE

and

M&R MARKING SYSTEMS, LLC

Pursuant to
Section 18-209
of the Limited Liability Company Act
of the State of Delaware
and
Section 251(g) of the General Corporation Law
of the State of Delaware

This Agreement and Plan Of Merger (this "Agreement") is made as of June 30, 2005, among M&R Marking Systems, Inc., a Delaware corporation ("Old M&R"), M&R Marking Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of Old M&R ("Holdings"), and M&R Marking Systems, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Holdings ("New M&R").

PREAMBLE

Old M&R has an authorized capitalization consisting of: (i) 20,000 shares of Class A Common Stock, par value \$0.01 per share of which on June 30, 2005, 10,882 shares were issued and outstanding and 1,507 shares were issued but held in treasury ("Old M&R Class A Common Stock"); (ii) 150,000 shares of Class B Common Stock, par value \$0.01 per share, of which on June 30, 2005, 89,118 shares were issued and outstanding and 2,565 shares were issued but held in treasury ("Old M&R Class B Common Stock"); and (iii) 30,000 shares of Class A Preferred Stock, par value \$0.01 per share ("Old M&R Preferred Stock") of which on June 30, 2005, 9,403.70 shares were issued and outstanding and no shares were issued but held in treasury.

Holdings has an authorized capitalization consisting of: (i) 20,000 shares of Class A Common Stock, par value \$0.01 per share ("Holdings Class A Common Stock"), of which one share is issued and outstanding and are owned by Old M&R and no shares are held in treasury; (ii) 150,000 shares of Class B Common Stock, par value \$0.01 per share ("Holdings Class B Common Stock"), none of which is issued and outstanding; and (iii) 30,000 shares of Class A Preferred Stock, par value \$0.01 per share ("Holdings Preferred Stock"), none of which is issued and outstanding. The designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, of, respectively, the Holdings Class A Common Stock, Holdings Class B Common Stock and the Holdings Preferred Stock are the same as those of respectively the Old M&R Class A Common Stock, Old M&R Class B Common Stock and the Old M&R Preferred Stock.

-1-

New M&R has an authorized capitalization consisting of (i) common limited liability company interests, having a capital amount of \$1.00 per unit (the "New M&R Common Units"), of which one New M&R Common Unit is issued and outstanding and owned by Holdings, and (ii) preferred limited liability company interests, having a capital amount of not less than \$1,000.00 per unit (the "New M&R Preferred Units"), none of which are issued and outstanding.

The Board of Directors of Old M&R has determined it to be in the best interests of Old M&R to effect the formation of a holding company structure whereby New M&R, as the survivor of a merger between Old M&R and New M&R will, immediately after the merger, be a wholly-owned subsidiary of Holdings and the stockholders of Old M&R will become the stockholders of Holdings. It is intended that the holding company structure be effected without a vote of Old M&R's stockholders pursuant to and in accordance with Section 251(g) of the Delaware General Corporation Law (the "DGCL") through a merger of Old M&R into New M&R pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 251(g) of the DGCL. The respective Boards of Directors of Old M&R and Holdings, the Board of Directors of New M&R, as well as Old M&R acting as the sole stockholder of Holdings, and Holdings acting as the sole member of New M&R, have approved the merger of Old M&R into New M&R (the "Merger"), the conversion of shares of Old M&R Class A Common Stock, Old M&R Class B Common Stock and Old M&R Preferred Stock into shares of Holdings Class A Common Stock, Holdings Class B Common Stock and Holdings Preferred Stock provided for in this Agreement, the other terms of this Agreement, and the execution of this Agreement by each such entity. Holdings and New M&R have been recently formed solely for purposes of effecting the formation of a holding company structure through the Merger. For Federal income tax purposes, it is intended that the Merger shall qualify as a taxfree reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder. The purpose of creating the holding company structure is to provide greater administrative, financing and operational flexibility and otherwise. Therefore, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows with the intent to be legally bound:

ARTICLE I

1.01 The Merger.

- (a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 251(g) and other applicable provisions of the DGCL, and Section 18-209 and other applicable provisions of the DLLCA, Old M&R shall be merged into New M&R at the Effective Time (as defined in Section 1.02 of this Agreement). At the Effective Time, the separate corporate existence of Old M&R shall cease and New M&R shall continue as the surviving entity (the "Surviving Entity") as a wholly-owned subsidiary of Holdings. The name of the Surviving Entity shall be M&R Marking Systems, LLC. Except as otherwise provided in this Agreement, the Surviving Entity shall succeed to and assume all the rights and obligations of Old M&R in accordance with the DGCL and the DLLCA.
- (b) At the Effective Time, by virtue of the Merger and without any action on the part of Old M&R, Holdings, New M&R or the holders of any securities of Old M&R, Holdings or New M&R:

- (i) each issued and outstanding share of Old M&R Class A Common Stock, Old M&R Class B Common Stock and Old M&R Preferred Stock shall be converted into one issued and outstanding share of Holdings Class A Common Stock, Holdings Class B Common Stock and Holdings Preferred Stock, respectively, having the same designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, as the converted share of Old M&R Class A Common Stock, Old M&R Class B Common Stock and Old M&R Preferred Stock, respectively; and
- (ii) each issued but not outstanding share of Old M&R Class A Common Stock and Old M&R Class B Common Stock held in treasury by Old M&R shall be converted into one issued but not outstanding share of Holdings Class A Common Stock and Holdings Class B Common Stock held in treasury by Holdings and having the same designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, as the converted share of Old M&R Class A Common Stock and Old M&R Class B Common Stock held in treasury.
- (c) Each share of Holdings Class A Common Stock outstanding immediately prior to the Effective Time shall, by virtue of the Merger, and without any action on the part of Old M&R, Holdings, New M&R or the holders of any securities of Old M&R, Holdings or New M&R, be cancelled and retired without any consideration therefor.
- (d) Each New M&R Common Unit outstanding immediately prior to the Effective Time shall remain issued and outstanding and remain held by Holdings so that following the Merger Holdings continues as the sole member of New M&R.
- (e) From and after the Effective Time, holders of certificates formerly evidencing Old M&R Class A Common Stock, Old M&R Class B Common Stock and Old M&R Preferred Stock shall cease to have any rights as stockholders of Old M&R, except as provided by law.
- 1.02 <u>Effective Time</u>. The parties shall file this Agreement, executed and certified in accordance with the relevant provisions of the DGCL and the DLLCA, with the Secretary of State of the State of Delaware, and shall make all other filings or recordings required under the DGCL or the DLLCA to effectuate fully the Merger. The Merger shall become effective at seven o'clock p.m., local time in the State of Delaware, on June 30, 2005 (the time the Merger becomes effective being here referred to as the "Effective Time").
- 1.03 <u>Effect of the Merger</u>. The Merger shall have the effects set forth in Section 259 of the DGCL and Subsection 18-209(g) of the DLLCA. For Federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization under the provisions of Section 368(a) of the Code.
 - 1.04 Certificate of Incorporation, Bylaws and Limited Liability Company Agreement.
- (a) The Certificate of Incorporation and Bylaws of Holdings as in effect at the Effective Time will be the Certificate of Incorporation and Bylaws of Holdings until thereafter changed or amended as provided therein or under applicable law.
 - (b) The Certificate of Formation and Limited Liability Company Agreement

of New M&R as in effect at the Effective Time will be the Certificate of Formation and Limited Liability Company Agreement of the Surviving Entity until thereafter changed or amended as provided therein or under applicable law. It is the intent that the Surviving Entity's Limited Liability Company Agreement contain the provisions required or permitted by Section 251(g) of the DGCL.

- 1.05 <u>Directors.</u> The directors of Old M&R immediately prior to the Effective Time will be and remain the directors of Holdings until the earlier of their resignation or removal or until their respective successors are qualified and either duly appointed or elected in accordance with the Certificate of Incorporation and Bylaws of Holdings, applicable law or the terms of any written agreement among the stockholders of Holdings.
- 1.06 Officers. The officers of Old M&R immediately prior to the Effective Time will be and remain the officers of Holdings and New M&R, in the equivalent positions to those held in Old M&R, until the earlier of their resignation or removal, and in accordance with any employment agreement in effect between Old M&R and any such officer (which by operation of law and by operation of the Merger shall be assigned to and assumed by New M&R).
- 1.07 <u>Stock Transfers</u>. From and after the Effective Time, there shall be no further registration of transfers of shares of Old M&R Class A Common Stock, Old M&R Class B Common Stock or Old M&R Preferred Stock thereafter on the records of Old M&R.

1.08 Surrender of Certificates.

(a) In accordance with Section 251(g) of the DGCL, until thereafter surrendered for transfer or exchange, each outstanding certificate that, immediately prior to the Effective Time, evidenced shares of issued Old M&R Class A Common Stock, Old M&R Class B Common Stock or Old M&R Preferred Stock shall be deemed and treated for all corporate purposes to evidence the ownership of the number of shares of issued Holdings Class A Common Stock, Holdings Class B Common Stock or Holdings Preferred Stock into which such shares of Old M&R Class A Common Stock, Old M&R Class B Common Stock and Holdings Preferred Stock, respectively, are converted pursuant to this Agreement.

ARTICLE II Certain Covenants and Agreements

2.01 Assumed Plan.

- (a) At the Effective Time, Holdings shall adopt and assume all of the rights and obligations of Old M&R under the M&R Marking Systems 1999 Stock Option Plan, as the same has been amended and is in effect as of the Effective Time (the "Assumed Plan"). Holdings shall adopt the Assumed Plans as its own, and shall continue such plan in accordance with its terms.
- (b) At the Effective Time, the number of authorized but unissued shares of Holdings Class A Common Stock and Holdings Class B Common Stock reserved for future grants or stock issuances under the Assumed Plan shall equal the number of authorized but unissued shares of Old M&R Class A Common Stock and Old M&R Class B Common Stock formerly reserved for issuance for such purposes by Old M&R immediately prior to the Effective Time.

-4-

- (c) At the Effective Time, each issued and outstanding option to purchase shares of Old M&R Class A Common Stock or Old M&R Class B Common Stock (each an "Old M&R Stock Option") shall be converted into an option to purchase the same number of shares of Holdings Class A Common Stock or Holdings Class B Common Stock on the same terms and conditions as the converted Old M&R Stock Option.
- 2.02 Additional Actions. Subject to the terms of this Agreement, and in addition to the actions described above and the circumstances resulting from the effects set forth in Section 259 of the DGCL and Subsection 18-209(g) of the DLLCA, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger, carry out the intents and purposes of this Agreement, and evidence the assignments to and assumptions by Holdings or New M&R of such rights, interests, obligations and liabilities of Old M&R as Old M&R, Holdings and/or New M&R determine to be necessary or appropriate. If, at any time after the Effective Time, New M&R shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in New M&R its right, title or interest in, to or under any of the rights, properties or assets of either of New M&R or Old M&R acquired or to be acquired by New M&R as a result of, or in connection with, the Merger or otherwise to carry out the intents and purposes of this Agreement, the officers and managers of New M&R shall be authorized to execute and deliver, in the name and on behalf of each of New M&R and Old M&R, all such agreements, deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of New M&R and Old M&R or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in New M&R or otherwise to carry out this Agreement.
- 2.03 <u>Compliance with Section 251(g) of the DGCL</u>. Prior to the Effective Time, the parties will take all steps necessary to comply with Section 251(g) of the DGCL, including without limitation, the following:
- (a) to assure that immediately following the Effective Time, the Certificate of Incorporation of Holdings and the Bylaws of Holdings shall, except for variations permitted by Section 251(g) of the DGCL, contain provisions identical to the provisions of the Certificate of Incorporation and Bylaws of Old M&R as in effect immediately prior to the Effective Time, with only non-material additions or deletions necessitated by the circumstances;
- (b) to assure that immediately following the Effective Time, the directors of Old M&R immediately prior to the Effective Time shall be the directors of Holdings, until the earlier of their resignation or removal or until their respective successors are duly qualified and either appointed or elected in accordance with the Certificate of Incorporation and Bylaws of Holdings and applicable law or the terms of any written agreement among the stockholders of Holdings; and
- (c) to assure that immediately following the Effective Time, the Limited Liability Company Agreement of New M&R, as amended, shall, except for variations permitted or required by Section 251(g) of the DGCL, contain provisions identical to the provisions of the Certificate of Incorporation of Old M&R as in effect immediately prior to the Effective Time, with only non-material additions or deletions necessitated by the circumstances.

2.04 <u>Further Assurances</u>. From time to time, as and when requested by another party hereto, a party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

ARTICLE III General Provisions

- 3.01 <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.
- 3.02 <u>No Third-Party Beneficiaries</u>. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto any rights or remedies except as expressly provided herein.
- 3.03 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the applicable principles of conflicts of laws of such State.
- 3.04 Amendment. At any time prior to the Effective Time, the parties hereto may, to the extent permitted by the DGCL and the DLLCA, by written agreement amend, modify or supplement any provision of this Agreement.
- 305 <u>Termination</u>. This Agreement may be terminated and the Merger abandoned by the respective Board of Directors, or the duly authorized committee thereof, of any party at any time prior to the filing of this Agreement with the Secretary of State of the State of Delaware, if such Board of Directors or committee determines that for any reason the completion of the Merger would be inadvisable or not in the best interest of its respective entity or its stockholders or members. In the event of termination of this Agreement, this Agreement shall become void and none of Old M&R, Holdings or New M&R, nor their respective stockholders, members, directors, managers or officers shall have any liability with respect to such termination.
- 3.06 <u>Copy of Agreement on File</u>. A copy of this Agreement is on file at the place of business of New M&R, the Surviving Entity of the Merger, at the following address: 100 Springfield Avenue, Piscataway, NJ 08855-6969.
- 3.07 Copy of Agreement to be Furnished. A copy of this Agreement will be furnished by New M&R, on request and without costs, to any member of New M&R or any person holding an interest in Old M&R or Holdings.
- 3.08 <u>Certificate of Merger.</u> This Agreement constitutes a Certificate of Merger for purposes of Section 18-209 of the DLLCA, and, by execution hereof, the President of New M&R, being duly authorized, hereby certifies to the contents hereof.
- 3.09 Adoption and Approval. This Agreement has been approved, adopted, certified, executed and acknowledged by the New M&R as the Surviving Entity and by Old M&R as the merging corporation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Old M&R, Holdings and New M&R have caused this Agreement to be executed by their respective officers, thereunto duly authorized, all as of the date first written above.

M&R MARKING SYSTEMS, INC.

By: /s/ Timothy M. Walsh

Name: Timothy M. Walsh Title: Vice President

M&R MARKING HOLDINGS, INC.

By: /s/ Timothy M. Walsh

Name: Timothy M. Walsh Title: Vice President

M&R MARKING SYSTEMS, LLC

By: /s/ Timothy M. Walsh

Name: Timothy M. Walsh Title: Vice President

The undersigned Secretary or Assistant Secretary of M&R Marking Systems, Inc. hereby certifies that this Agreement and Plan of Merger has been adopted pursuant to Section 251(g) of the Delaware General Corporation Law and that the conditions specified in the first sentence of Section 251(g) have been satisfied.

By: /s/ Timothy M. Walsh Name: Timothy M. Walsh

Title: Secretary

977869_1

IN WITNESS WHEREOF, Old M&R, Holdings and New M&R have caused this Agreement to be executed by their respective officers, thereunto duly authorized, all as of the date first written above.

M&R MARKING SYSTEMS, INC.

By: Twoy M. Ww/ Name: Timothy M. Walsh

Title: Vice President

M&R MARKING HOLDINGS, INC.

By: Two M. Word Name: Timothy M. Walsh

Title: Vice President

M&R MARKING SYSTEMS, LLC

By: Timp m. wat.
Name: Timothy M. Walsh

Title: Vice President

The undersigned Secretary or Assistant Secretary of M&R Marking Systems, Inc. hereby certifies that this Agreement and Plan of Merger has been adopted pursuant to Section 251(g) of the Delaware General Corporation Law and that the conditions specified in the first sentence of Section 251(g) have been satisfied.

By: Think M. Wolfsh
Name: Timothy M. Walsh

Title: Secretary

PATENTS

| Publication No. | Publication Date | <u>Title</u> |
|-----------------|------------------|---|
| US 2004/0018438 | 01-29-04 | Method And System Of Processing Stamps |
| US 2004/0129155 | 07-08-04 | Marking Structures For Hand Stamps |
| US 2005/0056173 | 03-17-05 | Hand Stamp With Locking Ribs |
| US 2005/0061175 | 03-24-05 | Hand Stamp Marking Structure For Printing Multiple Inks |

| Patent No. | Issue Date | Title |
|------------|------------|----------------------------------|
| | | |
| D261,006 | 09-29-81 | Self-Inking Stamp |
| D346,396 | 04-26-94 | Hand Stamp Handle Top |
| D352,521* | 11-15-94 | Pre-Inked Mount |
| D353,394 | 12-13-94 | Dater Hand Stamp |
| D359,064 | 06-06-95 | Handle For A Pre-Inked Mount |
| D359,504 | 06-20-95 | Hand Stamp Handle |
| D366,894 | 02-06-96 | Combined Ink Pad Holder and Pad |
| D367,290 | 02-20-96 | Self-Inking Stamp |
| D367,292 | 02-20-96 | Hand Stamp Handle |
| D368,926 | 04-16-96 | Decorative Cover For Hand Stamps |
| D372,493 | 08-06-96 | Hand Stamp Handle Top |
| D387,799 | 12-16-97 | Self-Inking Stamp |
| D387,800 | 12-16-97 | Ink Pad Holder |
| D413,619 | 09-07-99 | Case For A Self-Inking Stamp |
| D426,569 | 06-13-00 | Hand Stamp |
| D444,808 | 07-10-01 | Hand Stamp |
| D451,944 | 12-11-01 | Self-Inking Stamp |
| D451,945 | 12-11-01 | Hand Stamp |
| D452,262 | 12-18-01 | Hand Stamp |
| D477,628 | 07-22-03 | Hand Stamp Case |
| D478,930 | 08-26-03 | Hand Stamp and Storage Case |
| D480,103 | 09-30-03 | Seal Press |
| D492,343 | 06-29-04 | Hand Stamp |
| D493,191 | 07-20-04 | Hand Stamp |
| D493,192 | 07-20-04 | Hand Stamp |
| D495,733 | 09-07-04 | Hand Stamp Handle |
| D503,737 | 04-05-05 | Hand Stamp |
| 4,003,309 | 01-18-77 | Hand Grip Unit For Rubber Stamps |

| 4,432,281 | 02-21-84 | Self-Inking Stamping Device | |
|-----------|----------|---|--|
| 4,852,489 | 08-01-89 | Self-Inking Stamping Device | |
| 5,277,721 | 01-11-94 | Method For Making Microporous Marking | |
| | | Structures | |
| 5,377,599 | 01-03-95 | Adjustable Mount Device For Pre-Inked Hand | |
| | | Stamp | |
| 5,517,916 | 05-21-96 | Self-Inking Stamp | |
| 5,611,984 | 03-18-97 | Method For Stabilizing Microporous Marking | |
| | | Structures | |
| 5,649,485 | 07-22-97 | Self-Inking Stamp | |
| 5,768,992 | 06-23-98 | Hand Stamp and Method of Assembling Same | |
| 6,007,751 | 12-18-99 | Method For Preparing Pre-Inked Impression | |
| | | Members For Marking Devices | |
| 6,119,596 | 09-19-00 | Pre-Inked Marking Structures And Method Of | |
| | | Assembling Same To A Stamped Mount | |
| 6,499,398 | 12-31-02 | Hand Stamp and Method of Assembling Hand | |
| | | Stamp | |
| 6,500,601 | 12-31-02 | Method of Manufacturing Photopolymer Plates | |
| 6,834,584 | 12-28-04 | Pocket Hand Stamp | |
| 6,892,638 | 05-17-05 | Hand Stamp and Locking Storage Cap | |
| 6,901,376 | 05-31-05 | Method And System For Facilitating Reseller | |
| | | Transactions | |

^{*}The prior Collateral Assignment incorrectly listed this as U.S. Patent No. D352,321.

TRADEMARKS

| Registration No. | Registration Date | <u>Mark</u> |
|------------------|-------------------|----------------------------|
| 1,320,628 | 02-19-85 | ROYAL MARK |
| 1,328,065 | 04-02-85 | MISCELLANEOUS CROWN DESIGN |
| 1,456,184* | 09-08-87 | IDEAL |
| 1,505,821 | 09-27-88 | MINI |
| 1,898,872 | 06-13-95 | MISCELLANEOUS DESIGN |
| 1,957,332 | 02-20-96 | IDEAL |
| 2,236,425 | 04-06-99 | OPTIMARK |
| 2,442,295 | 04-10-01 | BRINGING E-BUSINESSTO YOUR |
| | | BUSINESS |
| 2,541,870 | 02-19-02 | ONLINECUSTOM.COM |
| 2,629,859 | 10-08-02 | ONLINECUSTOM.COM |
| 2,791,389 | 12-09-03 | ULTIMARK |
| 2,838,697 | 05-04-04 | M&R |

| Serial No. | Filing Date | Mark |
|------------|-------------|------------|
| | | |
| 78/526,682 | 12-03-04 | INSTAPLATE |

*Note: There is a mistake in the recording of the release from NationsCredit Commercial Corp. to M&R Marking Systems. Trademark Registration No. 1,456,184 was incorrectly listed as Registration No. 1,546,184.

Document No. 1758534

#1758534-v1

SCHEDULE B TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF LIENS, CHARGES AND ENCUMBRANCES OTHER THAN PERMITTED LIENS

None.

1761161 1761161-v1

U.S. PATENTS AND PENDING PATENT APPLICATIONS

| U.S. Patent Number | Title | Expiration Date | |
|--|---|-----------------|--|
| PCT/US01/31091 (Application No.) | Hand Stamp and a Method of Assembling Hand Stamp | N/A | |
| PCT/US03/41659 (Application No.) | Hand Stamp and Locking Storage Cap | N/A | |
| PCT/US04/28696 (Application No.) | Pocket Hand Stamp | N/A | |
| 09/141,692 (Application No.) | Hand Stamp with Stamped Arrangement of Changeable Text | N/A | |
| 10/749,438 (Application No.) | Hand Stamp and Locking Storage Cap | N/A | |
| 10/627,911 (Application No.) | Marking Structures for Hand Stamps | N/A | |
| 10/439,469 (Application No.) | Method and System of Processing Stamps | N/A | |
| 60/503,864 (Application No.) | Hand Stamp Marking Structure for Printing Multiple Inks | N/A | |
| 60/437,962 (Application No.) | Marking Structures for Hand Stamps | N/A | |
| 60/437,660 (Application No.) | Hand Stamp and Locking Storage Cap | N/A | |
| 60/237,860 (Application No.) | Hand Stamp & Method of Assembling Hand Stamp | N/A | |
| 60/214,632 09/677,153 (Application Nos.) | Method & System For Facilitating Reseller Transactions | N/A/ | |
| 60/153,183 (Application No.) | Interactive Web Site | N/A | |

| U.S. Patent Number | Title | Expiration Date | |
|---------------------------------|---|-----------------|--|
| 60/149,567 (Application No.) | Method of Manufacturing Photopolymer Plates | N/A | |
| 60/057,579 (Application No.) | Hand Stamp with Stacked Arrangement of Changeable Text | N/A | |
| 60/054,655 (Application No.) | Pre-Inked Marking Structures and Method of Assembling Same to a Stamped Mount | N/A | |
| 29/021,756 (Application No.) | Ink Pad Holder | N/A | |
| 10/944,848 (Application No.) | Hand Stamp Marking Structure for Printing Multiple Inks | N/A | |
| 10/660,971 (Application No.) | Hand Stamp with Locking Ribs | N/A | |
| Des. 346,396 | Hand Stamp Handle Top | 4/26/08 | |
| Des. 352,521 | Pre-Inked Mount | 11/15/08 | |
| Des. 353,394 | Dated Hand Stamp (IDEAL 5000) | 6/13/08 | |
| Des. 359,064 | Handle for Pre-Inked Mount | 6/7/08 | |
| Des. 359,504 | Hand Stamp Handle | 6/20/09 | |
| Des. 366,894 | Combined Ink Pad Holder and pad | 2/6/10 | |
| Des. 367,290 | Self-Inking Stamp | 2/20/10 | |
| Des. 367,292 | Hand Stamp Handle | 2/20/10 | |
| Des. 368,926 | Decorative Cover for Hand Stamps | 4/16/10 | |
| Des. 372,493 | Hand Stamp Handle Top | 4/26/08 | |
| Des. 387,799 | Self-Inking Stamp | 12/16/11 | |

| U.S. Patent Number | Title | Expiration Date |
|--------------------|--|-----------------|
| Des. 387,800 | Ink Pad Holder | 12/16/11 |
| Des. 413,619 | Self-Inking Stamp & Case Therefor | 9/7/13 |
| Des. 426,569 | Hand Stamp | 6/13/14 |
| Des. 444,808 | Hand Stamp | 07/10/15 |
| Des. 451,944 | Self Inking Stamp | 12/11/15 |
| Des. 451,945 | Hand Stamp | 12/11/15 |
| Des. 452,262 | Hand Stamp | 12/18/15 |
| Des. 477,628 | Hand Stamp Case | 7/22/17 |
| Des. 478,930 | Hand Stamp and Storage Case | 8/26/17 |
| Des. 480,103 | Seal Press | 9/30/17 |
| Des. 492,343 | Hand Stamp | 6/29/18 |
| Des. 493,191 | Hand Stamp | 7/20/18 |
| Des. 493,192 | Hand Stamp | 7/20/18 |
| Des. 495,733 | Hand Stamp Handle | 9/7/18 |
| Des. 503,737 | Hand Stamp | 4/15/19 |
| 4,432,281 | Self-Inking Stamping Device | Expired |
| 4,852,489 | Self-Inking Stamping Device | 11/18/07 |
| 5,277,721 | Method for Making Microporous Marking Structures | 5/11/12 |
| 5,377,599 | Pre-Inked Hand Stamp | 9/20/13 |
| 5,517,916 | Self-Inking Stamp | 9/14/14 |
| 5,611,984 | Method for Stabilizing Microporous Marking Structures | 11/22/15 |

| U.S. Patent Number | Title | Expiration Date |
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| 5,649,485 | Self-Inking Stamp | 9/14/14 |
| 5,768,992 | Hand Stamp and Method of Assembling Same | 5/24/16 |
| 6,007,751 | Method for Preparing Pre-Inked Impression Members for Marking Devices | 12/28/16 |
| 6,119,596 | Pre-Inked Marking Structures and Method of Assembling Same to a Stamped Mount | 8/04/18 |
| 6,348,168 | Method for Preparing Pre-Inked Impression Members for Making Devices | 9/09/12 |
| 6,499,398 | Hand Stamp and a Method of Assembling Hand Stamp | 10/04/21 |
| 6,500,601 | Method of Manufacturing Photopolymer Plates | 11/15/19 |
| 6,834,584 | Pocket Hand Stamp | 9/03/23 |
| 6,892,638B | Hand Stamp and Locking Storage Cap | 12/21/23 |
| 6,901,376 | Method and System for Facilitating Reseller Transactions | 8/17/21 |

RECORDED: 07/11/2005