

06-08-2005

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



103016910

To the Honorable Commissioner of Patents and T

nts or copy thereof.

6-6-05

1. Name of conveying party(ies):
Sigma Communications, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Indiana
- Other

Additional name(s) of conveying parties(ies) attached: Yes No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Conversion

Execution Date: September 30, 2004

2. Name and address of receiving party(ies):

Name: Sigma Communications, LLC

Internal Address: _____

Street Address: 6720 Parkdale Place

City: Indianapolis State: IN Zip: 46254

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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):

1,935,919; 2,791,833; 2,070,136; and 2,825,609

Additional numbers attached? Yes No

OPR/FINANCE
JUN -6 AM 9:24

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

Name: Doreen J. Gridley

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(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.

Doreen J. Gridley
Name of Person Signing

Signature

06/02/05
Date

Total number of pages including cover sheet:

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/07/2005 EDDOPER 00000126 1935919

01 FC:8521
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40.00 OP
75.00 OP

Mail Stop Assignment Recordation Services
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503 860188.1

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**State of Indiana
Office of the Secretary of State**

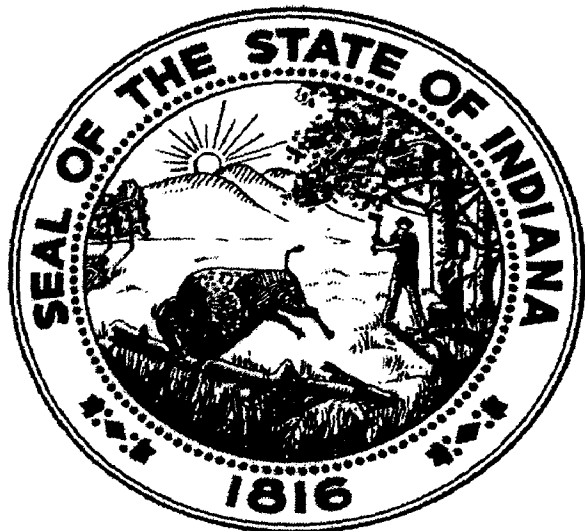
**CERTIFICATE OF AMENDMENT
of
SIGMA COMMUNICATIONS, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

SIGMA COMMUNICATIONS, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, September 30, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 30, 2004.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

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CORPORATIONS DIV.
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CORPORATIONS DIV.
04 SEP 27 PM 3:28

APPROVED
ARTICLES OF CONVERSION
FILED OF
SIGMA COMMUNICATIONS, INC.
Odd Roberto
SIGMA COMMUNICATIONS, LLC
IND. SECRETARY OF STATE

The undersigned, Sigma Communications, Inc. (the "Corporation"), an Indiana corporation, in compliance with the requirements of the Indiana Business Corporation Law, as amended (the "IBCL"), and desiring to effect a conversion of the Corporation into Sigma Communications, LLC, an Indiana limited liability company (the "Surviving LLC"), hereby sets forth the following facts:

ARTICLE I

NON-SURVIVING CORPORATION

- A. The name of the Corporation immediately before filing these Articles of Entity Conversion is Sigma Communications, Inc.
- B. The Corporation is an Indiana corporation existing pursuant to the provisions of the IBCL and was incorporated on August 25, 2000.

ARTICLE II

SURVIVING LLC

- A. The name of the Surviving LLC is Sigma Communications, LLC.
- B. The Surviving LLC is an Indiana limited liability company existing pursuant to the provisions of the Indiana Business Flexibility Act.
- C. The street address of the Surviving LLC's Principal Office is 6720 Parkdale Place, Indianapolis, Indiana 46254.
- D. The existence of the Surviving LLC is perpetual until dissolution.
- E. The Surviving LLC will be managed by one or more manager(s).

ARTICLE III

REGISTERED OFFICE AND AGENT

The street address of the registered office of the Surviving LLC is its Principal Office. The name of the registered agent of the Surviving LLC at the registered office is Albert H. Langsenkamp.

ARTICLE IV

PLAN OF CONVERSION

A. The Plan of Conversion, containing such information as is required by Sections 23-1-38.5-11 and 23-1-38.5-12 of the IBCL, is set forth on Exhibit A attached hereto and made a part hereof (the "Plan of Conversion").

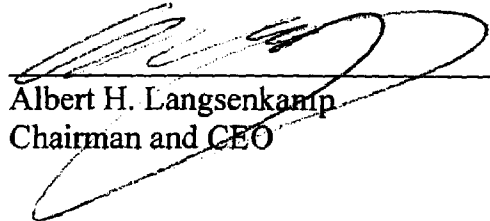
B. The Plan of Conversion was approved in accordance with the Articles of Incorporation and bylaws of the Corporation and was duly authorized by the shareholder of the Corporation pursuant to the IBCL.

ARTICLE V

EFFECTIVE TIME

The effective time and date of the conversion hereby effectuated shall be at 11:59 p.m. on September 30, 2004.

IN WITNESS WHEREOF, the undersigned officer of the Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true this 27th day of September, 2004.



Albert H. Langsenkamp
Chairman and CEO

Exhibit A

PLAN OF ENTITY CONVERSION

THIS PLAN OF ENTITY CONVERSION, effective as of the 27th day of September, 2004 (the "Plan") is adopted to effect the conversion of Sigma Communications, Inc. an Indiana corporation (the "Corporation"), into Sigma Communications, LLC, an Indiana limited liability company (the "Surviving LLC").

WITNESSETH:

WHEREAS, the authorized capital stock of the Corporation consists of ten thousand (10,000) shares of common stock, no par value per share, of which ten thousand (10,000) shares are issued and outstanding;

WHEREAS, all of the issued and outstanding shares of common stock of the Corporation are owned beneficially and of record by Sigma Micro Corporation;

WHEREAS, the Board of Directors of the Corporation deems it advisable and in the best interests of the Corporation that the Corporation be converted (the "Conversion") into the Surviving LLC pursuant to the terms and conditions contained herein and has, by a unanimous written consent, duly adopted and approved this Plan and the Conversion; and

WHEREAS, Sigma Micro Corporation as the sole shareholder of the Corporation, has adopted and approved this Plan and the Conversion by unanimous written consent.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein, the parties hereto have agreed, and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. The Corporation, pursuant to the provisions of the Indiana Business Corporation Law, as amended (the "IBCL"), and the Indiana Business Flexibility Act, as amended (the "Act"), shall be converted into the Surviving LLC, which shall continue to exist as the surviving company pursuant to the provisions of the Act. The Conversion shall become effective at the time set forth in the Articles of Conversion filed with the Indiana Secretary of State (the "Effective Time").

2. The Articles of Organization of the Surviving LLC attached hereto as Schedule 1 shall be the Articles of Organization of the Surviving Company and shall continue in full force and effect until amended or changed in the manner prescribed by the Articles of Organization or the provisions of the Act.

3. The sole shareholder of the Corporation shall be the sole initial member of the Surviving LLC at the Effective Time, with the same percentage interest in the Surviving LLC as it has in the Corporation immediately prior to the Effective Time.

4. As of the Effective Time, by virtue of the Conversion and by operation of law, all the validly issued and outstanding shares of the Corporation shall be converted to units of interest in the Surviving LLC.

5. The Corporation stipulates that it will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Indiana to fully effectuate the Conversion, and that it will cause to be performed all necessary acts therein and elsewhere to fully effectuate the Conversion.

6. The officers and directors of the Corporation and the manager and member of the Surviving LLC, respectively, shall do any and all acts and things, and make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan or of the Conversion provided for herein.

Schedule 1

ARTICLES OF ORGANIZATION
OF
SIGMA COMMUNICATIONS, LLC

ARTICLE I.

Name

The name of the Company is Sigma Communications, LLC.

ARTICLE II.

Registered Office and Registered Agent

The street address of the registered office of the Company in the State of Indiana is 6720 Parkdale Place, Indianapolis, Indiana 46254. The name of the initial registered agent of the Company at the registered office is Albert H. Langsenkamp.

ARTICLE III.

Purpose

The purpose of the Company shall be to conduct any and all lawful business and activities for which limited liability companies may be organized under the Indiana Business Flexibility Act (the "Act").

ARTICLE IV.

Duration

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Act, the duration of the Company shall be perpetual.

ARTICLE V.

Manager Management

The Company is to be managed by one or more Managers in accordance with the Company's Operating Agreement and the Act.

ARTICLE VI.

Restriction on Transfer

No Member of the Company may transfer the Member's interest in the Company except in accordance with the provisions of its Operating Agreement and the Act.

ARTICLE VII.

Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member, Organizer or Manager (any such Member, Organizer or Manager and any responsible officers, partners, shareholders, members, directors, or managers of such Member, Organizer or Manager which is an entity, hereinafter being referred to as the indemnified "person") made a party to any proceeding because such person is or was a Member, Organizer or Manager (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all liability incurred by such person in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such person is permissible in the circumstances because the person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable expenses incurred by such a person in connection with any such proceeding in advance of final disposition thereof if (i) the person furnishes the Company a written affirmation of the person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the person furnishes the Company a written undertaking, executed personally or on such person's behalf, to repay the advance if it is ultimately determined that such person did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a person who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the person in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the person is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any person who is or was an employee or agent of the Company to the same extent as if such person was an indemnified person as defined in paragraph (a) of this Article.

(c) Indemnification of a person is permissible under this Article only if (i) such person conducted himself, herself or itself in good faith, (ii) such person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of the person's willful misconduct, recklessness, violation of the Company's Operating Agreement or any improperly obtained financial or other benefit to which the person was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of expenses is permissible shall be made by a majority in interest of the Members, unless all the Members (including any interested Member) mutually agree on the determination. If independent special legal counsel is not selected in such manner within 30 days, then the Member or Members not at the time a party to the proceeding shall within 30 days select, in good faith, the names of three qualified prospective independent special legal counsel, and the person seeking indemnification shall select one of these three names. If the Members not at the time a party to the proceeding do not so select the names of such prospective counsel, then the person seeking indemnification may select such counsel.

(e) Any person (as defined in paragraph (a) of this Article) who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a proceeding in which the person is wholly successful, on the merits or otherwise, the person is entitled to indemnification under this Article, in which case the court shall order the Company to pay the person his, her or its reasonable expenses incurred to obtain such court ordered indemnification; or

(ii) The person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the person met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for a person's conduct with respect to an employee benefit plan if the person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any such person or any person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or