

31607

MATHEWS, SHEPHERD, McKAY & BRUNEAU, P.A.

ATTORNEYS AT LAW
29 THANET ROAD, SUITE 201
PRINCETON, NEW JERSEY 08540-3674
(609) 924-8555
FACSIMILE: (609) 924-3036
WEB SITE: www.mathewslaw.com
E-MAIL: attorneys@mathewslaw.com

ROBERT G. SHEPHERD
DIANE DUNN McKAY
BROOKS R. BRUNEAU
TODD A. DENYS
KRISTINE BUTLER-HOLSTON
CHRISTOPHER CASIERI
MOIRA J. SELINKA
CYNTHIA SOUMOFF, Ph.D.
DAVID M. LA BRUNO

H. HUME MATHEWS (1911-1989)

PATENTS
TRADEMARKS
COPYRIGHTS
UNFAIR COMPETITION
LICENSING
COMPUTER AND HIGH
TECHNOLOGY MATTERS
RELATED LITIGATION

March 23, 2007

03-30-2007



103388903

Via First Class Mail

Commissioner For Trademarks
Assignment Branch
P.O. Box 1451
Alexandria, VA 22313-1451

Attn: Trademark Assignment Branch

Re: Merger of Hoboken Web Services, L.L.C. with and into
DataPipe, Inc.
U.S. Trademark Registration No. 2,896,432
Our File No.: 5441-101

Dear Sir or Madam:

Enclosed please find a true copy of the Merger document effecting the merger of Hoboken Web Services, L.L.C. with and into DataPipe, Inc. regarding the above-captioned United States Trademark "DataPipe". Please record and index this document against U.S. Trademark Registration Number 2,896,432.

1. The Name of the Party conveying an interest:

Hoboken Web Services, L.L.C.
323 Washington Street, Fourth Floor
Hoboken, New Jersey 07030

Entity:

<input type="checkbox"/>	Individual	<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation of the State of New Jersey		
<input type="checkbox"/>	Other		

03/29/2007 BBYRNE 00000002 2896432

01 FC:0521

40.00 OP



03-26-2007

TRADEMARK MAIL REPORT #01

REEL: 003512 FRAME: 0023

2. Name and Address of Party Receiving an Interest:

DataPipe, Inc.
80 River Street
Hoboken, New Jersey 07030

Entity:

- | | | | |
|-------------------------------------|--------------------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Association |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input checked="" type="checkbox"/> | Corporation of the State of Delaware | <input type="checkbox"/> | Other |

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
 No

3. Interest Conveyed:

- | | | | |
|--------------------------|--------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Assignment | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Security Agreement | <input checked="" type="checkbox"/> | Merger |

4. Application number(s) or registration(s) number(s).

Additional sheet attached: Yes No

A. APPLICATION SERIAL NO(s)

B. TRADEMARK REGISTRATION NO(s)

2,896,432

5. Name and Address of party of whom correspondence concerning document should be mailed.

Kristine Butler-Holston, Esq.
MATHEWS, SHEPHERD, McKAY & BRUNEAU, PA
29 Thanet Road, Suite 201
Princeton, NJ 08540-3674
Tel. No. (609) 924-8555

6. Number of application(s) and registration(s) involved:

One (1)

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

13-2165

Your prompt attention to expediting the recordation of this assignment request is greatly appreciated.

If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

9. Date of execution of attached document: March 13, 2006

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

3/23/07
Date

[Handwritten Signature]

Signature

Kristine Butler-Holston
Name of Person Signing

Very truly yours,

MATHEWS, SHEPHERD, McKAY & BRUNEAU, P.A.

By: [Handwritten Signature]
Kristine Butler-Holston, Esq.

KBH/mc

- Enclosures 1. A true copy of Merger document
- 2. Check in the amount of \$40.00
- 3. This Official Letter of Transmittal
- 4. Acknowledgement Postcard

cc: DataPipe, Inc.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner For Trademarks, Assignment Branch, P.O. Box 1451, Alexandria, VA 22313, Attn: **TRADEMARK ASSIGNMENT BRANCH**

3/23/07
(Date of Deposit)

[Handwritten Signature]
(Signature)
3/23/07
(Date of Signature)

AGREEMENT AND PLAN OF MERGER
OF DATAPIPE, INC.
A DELAWARE CORPORATION
AND
HOBOKEN WEB SERVICES, L.L.C.
A NEW JERSEY LIMITED LIABILITY COMPANY

THIS AGREEMENT AND PLAN OF MERGER dated as of March 13, 2006, (the "Agreement") is between DataPipe, Inc. a Delaware corporation (referred to herein as "DataPipe") and Hoboken Web Services, L.L.C. doing business as "DataPipe," a New Jersey limited liability company (referred to herein as "HWS"). DataPipe and HWS are sometimes referred to herein as the "Constituent Companies."

RECITALS

A. DataPipe is a corporation duly organized and existing under the laws of the State of Delaware and has total authorized capital of 98,500,000 shares. The number of shares of "Preferred Stock" of DataPipe authorized to be issued is 13,500,000, par value \$0.0001, of which 3,500,000 are designated "Series A Preferred Stock" and 10,000,000 shares are designated "Series B Preferred Stock." No shares of DataPipe Preferred Stock were outstanding as of the date hereof and prior to giving effect to the transactions contemplated hereby. The number of shares of "Common Stock" authorized to be issued is 85,000,000, par value \$0.0001. As of the date of this Agreement, 1,000 shares of Common Stock are issued and outstanding, all of which are held by HWS.

B. HWS is a limited liability company duly organized and existing under the laws of the State of New Jersey and has an authorized number of membership units of 100,000,000 units, of which 85,000,000 are designated "Common Membership Units," no par value, of which 80,000,000 units are designated Series A Common Membership Units and 5,000,000 units are designated Series B Common Membership Units and of which 15,000,000 are designated "Preferred Membership Units," no par value, of which 750,000 units are designated Series A Preferred Membership Units, 3,500,000 units are designated Series B Preferred Membership Units and 10,000,000 units are designated Series C Preferred Membership Units. As of the date of this Agreement, 51,765,047 units of Series A Common Membership Units, 1,083,335 units of Series B Preferred Membership Units and 6,818,182 units of Series C Preferred Membership Units were issued and outstanding.

C. The members of HWS have determined that, for the purpose of effecting the reincorporation of HWS in the State of Delaware, it is advisable and in the best interests of HWS that HWS merge with and into DataPipe upon the terms and conditions herein provided.

D. Each of the Board of Directors of DataPipe and the General Manager of HWS have approved this Agreement and have directed that this Agreement be submitted to a vote of the stockholders of DataPipe and the members of HWS and executed by the undersigned officers.

14
13
12
11
10
9
8
7
6
5

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth
DataPipe and HWS hereby agree, subject to the terms and conditions hereinafter set forth, as

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General
Corporation Law and the New Jersey Business Corporation Act, HWS shall be merged with and into
DataPipe (the "Merger"), the separate existence of HWS shall cease and DataPipe shall be, and is
hereinafter referred to as, the "Surviving Corporation," and the name of the Surviving
Corporation shall be DataPipe, Inc.

1.2 Filing and Effectiveness. The Merger shall be completed when the following actions
have been completed:

- (a) This Agreement and Merger was adopted and approved by the stockholders of
DataPipe and the members of HWS in accordance with the requirements of the Delaware General
Corporation Law and the New Jersey Business Corporation Act on March 13, 2006 and March 13,
2006, respectively;
- (b) All of the conditions precedent to the consummation of the Merger specified
in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction
hereof;
- (c) An executed Agreement and Plan of Merger meeting the requirements of the
Delaware General Corporation Law shall have been filed with the Secretary of State of the State of
Delaware; and
- (d) An executed Articles of Merger meeting the requirements of the New Jersey
Business Corporation Act shall have been filed with the Secretary of State of the State of New
Jersey.

Pursuant to Section 251 of the Delaware General Corporation Law, the date and time
when the Merger shall become effective, shall be the date upon which subsections (a), (b) and (c) of
this Section 1.2 are satisfied and pursuant to Title 14A:10 of the New Jersey Business Corporation
Act as to HWS on the day subsection (d) is satisfied, is herein called the "Effective Date of the
Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence
of HWS shall cease and DataPipe, as the Surviving Corporation, (i) shall continue to possess all of
its assets, rights, powers and property as constituted immediately prior to the Effective Date of the
Merger, (ii) shall be subject to all actions previously taken by its Board of Directors and HWS's
General Manager, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and
property of HWS in the manner more fully set forth in Section 259 of the Delaware General
Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of
DataPipe as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed,
without other transfer, to all of the debts, liabilities and obligations of HWS in the same manner as if

5
6
7
8
9
10
11
12
13
14

DataPipe had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the New Jersey Business Corporation Act.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of DataPipe as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of DataPipe as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of HWS immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 HWS Common Membership Units. Upon the Effective Date of the Merger, each unit of HWS Series A Common Membership Units, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Companies, the holder of such shares or any other person, be converted into and exchanged for one fully paid and assessable share of Common Stock, \$0.0001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number. There are no issued and outstanding units of HWS Series B Common Membership Units.

3.2 HWS Preferred Membership Units

(a) Upon the Effective Date of the Merger, each share of HWS Series B Preferred Membership Units issued and outstanding immediately prior to the Merger, which units are convertible into such number of units of HWS Common Membership Units as set forth in the Operating Agreement, shall, by virtue of the Merger, and without any action by the Constituent Companies, by the holder of such units or by any other person, be converted into and exchanged for one fully paid and nonassessable share of DataPipe Series A Preferred Stock having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the shares of the Surviving Corporation's Common Stock, \$0.0001 par value, as such units of HWS Series B Preferred Membership Units was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number.

441_720C

(b) Upon the Effective Date of the Merger, each unit of HWS Series C Preferred Membership Units issued and outstanding immediately prior to the Merger, which units are convertible into such number of units of HWS Common Membership Units as set forth in the Operating Agreement, shall, by virtue of the Merger, and without any action by the Constituent Companies, by the holder of such units or by any other person, be converted into and exchanged for one fully paid and nonassessable share of DataPipe Series B Preferred Stock having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the shares of the Surviving Corporation's Common Stock, \$0.0001 par value, as such unit of HWS Series C Preferred Membership Units was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number.

(c) There are no issued and outstanding units of HWS Series A Preferred Membership Units.

3.3 HWS Options, HWS Warrants and Other Membership Unit Purchase Rights.

(a) Upon the Effective Date, each HWS Option that is outstanding prior to the Effective Date shall be assumed by Surviving Corporation as an option of the Surviving Corporation. Each HWS Option so assumed by the Surviving Corporation pursuant to this Section 3.3 shall continue to have, and be subject to, the same terms and conditions set forth in the 2001 Option Plan and the option agreements relating thereto, as in effect immediately prior to the Effective Date, except that (A) such assumed HWS Option will be exercisable for that number of whole shares of the Surviving Corporation Common Stock equal to the product of the number of units of the HWS Membership Units that were issuable upon exercise of such HWS Option immediately prior to the Effective Date multiplied by one, rounded down to the nearest whole number of shares of the Surviving Corporation Common Stock and (B) the per share exercise price for the shares of the Surviving Corporation Common Stock issuable upon exercise of such assumed HWS Option shall be equal to the quotient obtained by dividing the exercise price per unit of HWS Membership Units at which such assumed HWS Option was exercisable immediately prior to the Effective Date by one, rounded up to the nearest whole cent and shall otherwise comply with Regulation § 1.424-1 such that the HWS Option so assumed will not be subject to Internal Revenue Code Section 409A. Following the Effective Date, no new awards shall be made under the 2001 Option Plan.

(b) Upon the Effective Date of the Merger, each outstanding and unexercised warrant to purchase Common Membership Units or other right to purchase HWS Common Membership Units or Preferred Membership Units (a "Right") shall become, subject to the provisions in paragraph (c) hereof, a warrant or right to purchase the Surviving Corporation's Common Shares or Preferred Shares on the basis of one share of the Surviving Corporation's Common Shares or Preferred Shares for each unit of HWS Common Membership Units or Preferred Membership Units, as applicable, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such HWS Right at the Effective Date of the Merger. This paragraph 3.3(b) shall not apply to HWS Common

5
6
7
8
9
10
11
12
13
14

Membership Units or HWS Preferred Membership Units. Such Common Membership Units or Preferred Membership Units are subject to paragraph 3.1 and 3.2, respectively, hereof.

(c) A number of shares of the Surviving Corporation's Common Shares or Preferred Shares shall be reserved for issuance upon the exercise of warrants and stock purchase rights and convertible securities equal to the number of units of HWS Common Membership Units reserved immediately prior to the Effective Date of the Merger.

(d) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion. Any fractional share interests to which a holder of an assumed Right would otherwise be entitled upon exercise or conversion shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing units of HWS Common Membership Units and Preferred Membership Units may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock into which the surrendered units were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing units of HWS Common Membership Units shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such units of HWS Common Membership Units were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of HWS so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

5
6
7
8
9
10
11
12
13
14

IV. GENERAL

4.1 Covenants of DataPipe. DataPipe covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) file any and all documents with the appropriate tax authority of the State of New Jersey necessary for the assumption by DataPipe of all of the corporate and/or franchise tax liabilities of HWS; and

(b) such other actions as may be required by the New Jersey Business Corporation Act.

4.2 Further Assurances. From time to time, as and when required by DataPipe or by its successors or assigns, there shall be executed and delivered on behalf of HWS such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by DataPipe the title to and possession of all the property, interests, assets, rights, privileges, franchises, powers, franchises and authority of HWS and otherwise to carry out the purposes of this Agreement, and the officers and directors of DataPipe are fully authorized in the name and on behalf of HWS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement shall be terminated and the Merger may be abandoned for any reason whatsoever by either the Board of Directors of DataPipe or the General Manager of HWS, or of both, notwithstanding the approval of this Agreement by the members of HWS or by the sole stockholder of DataPipe, or by both.

4.4 Amendment. The Board of Directors of DataPipe and the General Manager of HWS may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of DataPipe or the members of HWS shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or assets of DataPipe to be received in exchange for or on conversion of all or any of the units of any series thereof of HWS, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any series of capital stock of DataPipe or membership units of HWS.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of the Corporation's registered agent is The Corporation Trust Company.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 80 River Street, Hoboken, New Jersey 07030, and copies of it will be furnished to any stockholder of DataPipe or member of HWS upon request and without cost.

5
6
7

8

9

10

11

12

13

14


4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and governed in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the New Jersey Business Corporation Act.

[Remainder of Page Intentionally Left Blank]

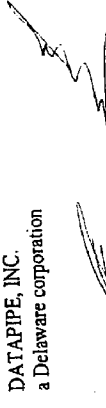
14
13
12
11
10
9
8
7
6
5

IN WITNESS WHEREOF, this Agreement and Plan of Merger having first been approved
the resolutions of the Board of Directors of DataPipe and HWS is hereby executed on behalf of
of such two corporations and attested by their respective officers thereunto duly authorized.

HOBOKEN WEB SERVICES, L.L.C.
a New Jersey corporation

By: 
Robb Allen, Chief Executive Officer

DATAPIPE, INC.
a Delaware corporation

By: 
Robb Allen, President and Chief Executive
Officer

[Signature Page to Merger Agreement]

14
13
12
11
10
9
8
7
6
5

Delaware
by of State
Operations
03/14/2006
03/14/2006
FILE

CERTIFICATE OF MERGER OF
HOBOKEN WEB SERVICES, L.L.C.,
A NEW JERSEY LIMITED LIABILITY COMPANY

with and into
DATAPIPE, INC., A DELAWARE CORPORATION

Pursuant to Section 264 of the General Corporation Law of the State of Delaware, as amended, DataPipe, Inc., a Delaware corporation ("DataPipe"), hereby certifies to the following information relating to the merger of Hoboken Web Services, L.L.C. doing business as "DataPipe," a New Jersey limited liability company ("HWS"), with and into DataPipe (the "Merger").

1. The name and the state of incorporation of each of the constituent corporations in the Merger are:

- a) Hoboken Web Services, L.L.C. doing business as "DataPipe," a New Jersey limited liability company, and
- b) DataPipe, Inc., a Delaware corporation.

2. An Agreement and Plan of Merger, dated as of March 13, 2006 by and between HWS and DataPipe (the "Merger Agreement"), setting forth the terms and conditions of the Merger has been approved, adopted, certified, executed and acknowledged by the constituent corporations pursuant to Section 264 of the Delaware General Corporation Law and is attached hereto as Exhibit A.

3. The Merger was adopted by the unanimous written consent of the shareholders without a meeting of both DataPipe and HWS.

4. The name of the surviving corporation is: DataPipe, Inc. (the "Surviving Corporation")

5. The Certificate of Incorporation of DataPipe, as it exists immediately prior to the time this Certificate is duly filed with the Secretary of State of the State of Delaware, shall be the Certificate of Incorporation of the Surviving Corporation and thereafter may be amended in accordance with its terms and as provided by law.

6. The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, which is located at 80 River Street, Hoboken, New Jersey 07030 ("DataPipe Address").

7. A copy of the Merger Agreement shall be furnished by the Surviving Corporation, on request and without cost, to any stockholder of HWS or DataPipe.

8. The authorized capital stock of HWS immediately prior to the time this Certificate is duly filed with the Secretary of State of the State of Delaware is: 100,000,000 shares, of which 80,000,000 are designated "Common Stock," no par value, of which 80,000,000 shares are designated Series A Common Shares and 5,000,000 shares are designated Series B Common Shares

5
6
7
8
9
10
11
12
13
14
15

and of which 15,000,000 are designated "Preferred Shares," no par value, of which 750,000 shares are designated Series A Preferred Shares, 3,500,000 shares are designated Series B Preferred Shares and 10,000,000 shares are designated Series C Preferred Shares. As of the date of this Agreement, 1,765,047 shares of Series A Common Shares, 1,083,335 shares of Series B Preferred Shares and 3,818,182 Series C Preferred Shares were issued and outstanding.

9. DataPipe agrees that it may be served with process in Delaware or New Jersey in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in New Jersey or Delaware, which is a party to the Merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of HWS against DataPipe.

10. The New Jersey State Treasurer is hereby appointed as agent to accept service of process in any such action, suit or proceeding which shall be forwarded to DataPipe at the DataPipe Address.

11. DataPipe also agrees that it will promptly pay to the dissenting shareholders of HWS the amount, if any, to which they may be entitled under the provisions of Title 14A of the New Jersey Business Corporation Act.

5
6
7
8
9
10
11
12
13
14
15

IN WITNESS WHEREOF, DataPipe, Inc., a Delaware corporation, has caused this Certificate to be signed by Robb Allen, its authorized Chief Executive Officer, on the 13th day of March, 2006.

DATAPIPE, INC.

/s/ Robb Allen
Robb Allen
Chief Executive Officer

15
14
13
12
11
10
9
8
7
6
5

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

15
14
13
12
11
10
9
8
7
6
5

AGREEMENT AND PLAN OF MERGER
OF DATAPIPE, INC.
A DELAWARE CORPORATION
AND
HOBOKEN WEB SERVICES, L.L.C.
A NEW JERSEY LIMITED LIABILITY COMPANY

THIS AGREEMENT AND PLAN OF MERGER dated as of March 13, 2006. (the "Agreement") is between DataPipe, Inc. a Delaware corporation ("DataPipe") and Hoboken Web Services, L.L.C. doing business as "DataPipe," a New Jersey limited liability company ("HWS"). DataPipe and HWS are sometimes referred to herein as the "Constituent Corporations."

RECITALS

- A. DataPipe is a corporation duly organized and existing under the laws of the State of Delaware and has total authorized capital of 98,500,000 shares. The number of shares of "Preferred Stock" of DataPipe authorized to be issued is 13,500,000, par value \$0.0001, of which 3,500,000 are designated "Series A Preferred Stock" and 10,000,000 shares are designated "Series B Preferred Stock." No shares of DataPipe Preferred Stock were outstanding as of the date hereof and prior to the effect of the transactions contemplated hereby. The number of shares of "Common Stock" authorized to be issued is 85,000,000, par value \$0.0001. As of the date of this Agreement, 1,000 shares of Common Stock are issued and outstanding, all of which are held by HWS.
- B. HWS is a limited liability company duly organized and existing under the laws of the State of New Jersey and has an authorized capital of 100,000,000 shares, of which 85,000,000 are designated "Common Shares," no par value, of which 80,000,000 shares are designated Series A Common Shares and 5,000,000 shares are designated Series B Common Shares and of which 75,000,000 are designated "Preferred Shares," no par value, of which 750,000 shares are designated Series A Preferred Shares, 3,500,000 shares are designated Series B Preferred Shares and 10,000,000 shares are designated Series C Preferred Shares. As of the date of this Agreement, 51,765,047 shares of Series A Common Shares, 1,083,335 shares of Series B Preferred Shares and 6,818,182 Series C Preferred Shares were issued and outstanding.

C. The Board of Directors of HWS has determined that, for the purpose of effecting the reincorporation of HWS in the State of Delaware, it is advisable and in the best interests of HWS that HWS merge with and into DataPipe upon the terms and conditions herein provided.

D. The respective Boards of Directors of DataPipe and HWS have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, DataPipe and HWS hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

5
6
7
8
9
10
11
12
13
14
15

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the New Jersey Business Corporation Act, HWS shall be merged with and into DataPipe (the "Merger"), the separate existence of HWS shall cease and DataPipe shall be, and its herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be DataPipe, Inc.

1.2 Filing and Effectiveness. The Merger shall be completed when the following actions shall have been completed:

(a) This Agreement and Merger was adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the New Jersey Business Corporation Act on March 13, 2006 and March 13, 2006, respectively;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Articles of Merger meeting the requirements of the New Jersey Business Corporation Act shall have been filed with the Secretary of State of the State of New Jersey.

Pursuant to Section 251 of the Delaware General Corporation Law, the date and time when the Merger shall become effective, shall be the date upon which subsections (a), (b) and (c) of this Section 1.2 are satisfied and pursuant to Title 14A:10 of the New Jersey Business Corporation Act as to HWS on the day subsection (d) is satisfied, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of HWS shall cease and DataPipe, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and HWS's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of HWS in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of DataPipe as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of HWS in the same manner as if DataPipe had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the New Jersey Business Corporation Act.

15
14
13
12
11
10
9
8
7
6
5

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of DataPipe as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of DataPipe as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of HWS immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 HWS Common Shares. Upon the Effective Date of the Merger, each share of HWS Series A Common Shares, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.0001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number. There are no issued and outstanding shares of HWS Series B Common Shares.

3.2 HWS Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of HWS Series B Preferred Shares issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of HWS Common Stock as set forth in the Operating Agreement, shall, by virtue of the Merger, and without any action by the Constituent Corporations, by the holder of such shares or by any other person, be converted into and exchanged for one fully paid and nonassessable share of DataPipe Series A Preferred Stock having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the shares of the Surviving Corporation's Common Stock, \$0.0001 par value, as such share of HWS Series B Preferred Shares was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number.

(b) Upon the Effective Date of the Merger, each share of HWS Series C Preferred Shares issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of HWS Common Stock as set forth in the Operating Agreement, shall, by virtue of the Merger, and without any action by the Constituent Corporations, by the holder of such

5
6
7
8
9
10
11
12
13
14
15

shares or by any other person, be converted into and exchanged for one fully paid and nonassessable share of DataPipe Series B Preferred Stock having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the shares of the Surviving Corporation's Common Stock, \$0.0001 par value, as such share of IWS Series C Preferred Shares was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number.

(c) There are no issued and outstanding shares of HWS Series A Preferred Stock.

3.3 HWS Options, HWS Warrants and Other Stock Purchase Rights.

(a) Upon the Effective Date, each HWS Option that is outstanding prior to the Effective Date shall be assumed by Surviving Corporation as an option of the Surviving Corporation. Each HWS Option so assumed by the Surviving Corporation pursuant to this Section 3.3 shall continue to have, and be subject to, the same terms and conditions set forth in the 2001 Stock Option Plan and the option agreements relating thereto, as in effect immediately prior to the Effective Date, except that (A) such assumed HWS Option will be exercisable for that number of whole shares of the Surviving Corporation Common Stock equal to the product of the number of shares of the HWS Shares that were issuable upon exercise of such HWS Option immediately prior to the Effective Date multiplied by one, rounded down to the nearest whole number of shares of the Surviving Corporation Common Stock and (B) the per share exercise price for the shares of the Surviving Corporation Common Stock issuable upon exercise of such assumed HWS Option shall be equal to the quotient obtained by dividing the exercise price per share of HWS Shares at which such assumed HWS Option was exercisable immediately prior to the Effective Date by one, rounded up to the nearest whole cent and shall otherwise comply with Regulation § 1.424-1 such that the HWS Option so assumed will not be subject to Internal Revenue Code Section 409A. Following the Effective Date, no new awards shall be made under the 2001 Stock Option Plan.

(b) Upon the Effective Date of the Merger, each outstanding and unexercised warrant to purchase Common Shares or other right to purchase HWS Common Shares or Preferred Shares (a "Right") shall become, subject to the provisions in paragraph (c) hereof, a warrant or right to purchase the Surviving Corporation's Common Shares or Preferred Shares on the basis of one share of the Surviving Corporation's Common Shares or Preferred Shares for each share of HWS Common Shares or Preferred Shares, as applicable, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such IWS Right at the Effective Date of the Merger. This paragraph 3.3(b) shall not apply to HWS Common Shares or HWS Preferred Shares. Such Common Shares or Preferred Shares are subject to paragraph 3.1 and 3.2, respectively, hereof.

(c) A number of shares of the Surviving Corporation's Common Shares or Preferred Shares shall be reserved for issuance upon the exercise of warrants and stock purchase rights and convertible securities equal to the number of shares of HWS Common Stock so reserved immediately prior to the Effective Date of the Merger.

5
6
7
8
9
10
11
12
13
14
15

(d) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion. Any fractional share interests to which a holder of an assumed Right would otherwise be entitled upon exercise or conversion shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of HWS Common Shares and Preferred Shares may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of HWS Common Shares shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of HWS Common Shares were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of HWS so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of DataPipe. DataPipe covenants and agrees that it will, on or before the Effective Date of the Merger:

- (a) file any and all documents with the appropriate tax authority of the State of New Jersey necessary for the assumption by DataPipe of all of the corporate and/or franchise tax liabilities of HWS; and
- (b) such other actions as may be required by the New Jersey Business Corporation Act.

4.2 Further Assurances. From time to time, as and when required by DataPipe or by its successors or assigns, there shall be executed and delivered on behalf of HWS such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by DataPipe the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of HWS and otherwise to carry out the purposes of this Agreement, and the officers and directors of DataPipe are fully authorized in the name and on behalf of HWS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either HWS or of DataPipe, or of both, notwithstanding the approval of this Agreement by the shareholders of HWS or by the sole stockholder of DataPipe, or by both.

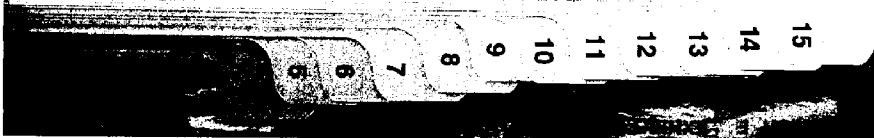
4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of the Corporation's registered agent is The Corporation Trust Company.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 80 River Street, Hoboken, New Jersey 07030, and copies thereof will be furnished to any stockholder of either Constituent Corporation upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the New Jersey Business Corporation Act.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, this Agreement and Plan of Merger having first been approved by the resolutions of the Board of Directors of DataPipe and HWS is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

HOBOKEN WEB SERVICES, L.L.C.
a New Jersey corporation

By: /s/ Robb Allen
Robb Allen, Chief Executive Officer

DATAPIPE, INC.
a Delaware corporation

By: /s/ Robb Allen
Robb Allen, President and Chief Executive Officer

(Signature Page to Merger Agreement)

5
6
7
8
9
10
11
12
13
14
15