

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/28/1995

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dr Pepper/Seven-Up Corporation		12/27/1995	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dr Pepper/Cadbury North America, Inc.
Street Address:	8144 Walnut Hill Lane
City:	Dallas
State/Country:	TEXAS
Postal Code:	75231
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1006745	
Registration Number:	2230689	DR PEPPER
Registration Number:	2850895	IBC

CORRESPONDENCE DATA

Fax Number: (914)612-6325
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9146124701
 Email: groupip@cs-americas.com
 Correspondent Name: Daniel Chung, Esq.
 Address Line 1: Cadbury Schweppes - 900 King Street
 Address Line 4: Rye Brook, NEW YORK 10573

ATTORNEY DOCKET NUMBER:	DPSU CORP TO DPCADBURY NA
NAME OF SUBMITTER:	Daniel Chung, Esq.

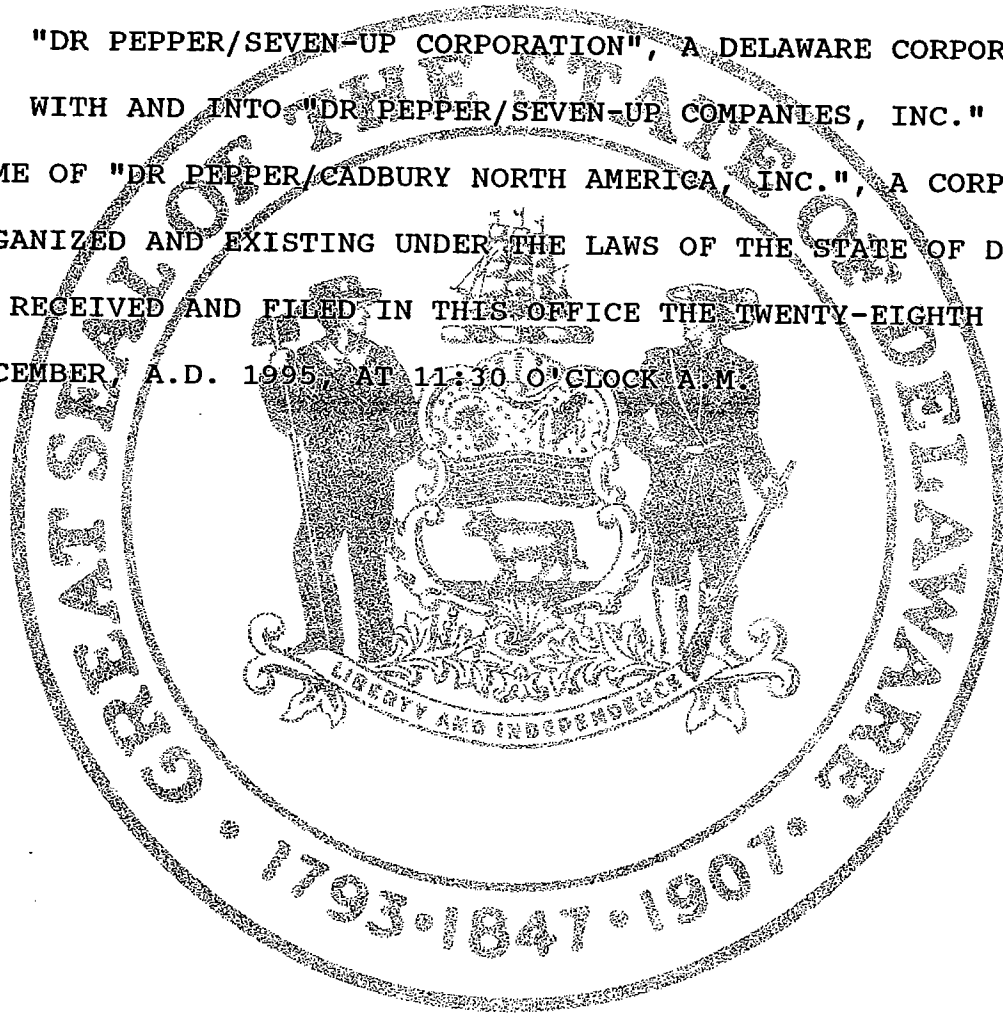
OP \$90.00 1006745

Signature:	/Daniel Chung, Esq./
Date:	04/12/2007
<p>Total Attachments: 12</p> <p>source=DPSU Corp to DP Cadbury NA#page1.tif source=DPSU Corp to DP Cadbury NA#page2.tif source=DPSU Corp to DP Cadbury NA#page3.tif source=DPSU Corp to DP Cadbury NA#page4.tif source=DPSU Corp to DP Cadbury NA#page5.tif source=DPSU Corp to DP Cadbury NA#page6.tif source=DPSU Corp to DP Cadbury NA#page7.tif source=DPSU Corp to DP Cadbury NA#page8.tif source=DPSU Corp to DP Cadbury NA#page9.tif source=DPSU Corp to DP Cadbury NA#page10.tif source=DPSU Corp to DP Cadbury NA#page11.tif source=DPSU Corp to DP Cadbury NA#page12.tif</p>	

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DR PEPPER/SEVEN-UP CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "DR PEPPER/SEVEN-UP COMPANIES, INC." UNDER THE NAME OF "DR PEPPER/CADBURY NORTH AMERICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1995, AT 11:30 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2099389 8100M

AUTHENTICATION:

7770751

950310833

DATE:

12-28-95
TRADEMARK

REEL: 003521 FRAME: 0788

**CERTIFICATE OF MERGER MERGING
DR PEPPER/SEVEN-UP CORPORATION WITH AND
INTO DR PEPPER/SEVEN-UP COMPANIES, INC.**

DR PEPPER/SEVEN-UP CORPORATION, a Delaware corporation ("DP/SU"), and DR PEPPER/SEVEN-UP COMPANIES, INC., a Delaware corporation (the "Corporation"), DO HEREBY CERTIFY AS FOLLOWS:

FIRST: That DP/SU was originally incorporated on August 20, 1986 pursuant to the General Corporation Law of the State of Delaware (the "General Corporation Law"), and is a direct, wholly-owned subsidiary of the Corporation.

SECOND: That the Corporation was originally incorporated on April 11, 1988 pursuant to the General Corporation Law, and filed a Restated Certificate of Incorporation on June 25, 1992.

THIRD: That the Agreement and Plan of Merger, dated as of December 27, 1995 (the "Merger Agreement"), between DP/SU and the Corporation, has been approved, adopted, certified, executed and acknowledged by each of DP/SU and the Corporation in accordance with Section 251 of the General Corporation Law.

FOURTH: That the Corporation shall be the surviving corporation (the "Surviving Corporation").

FIFTH: That ARTICLE I of the Restated Certificate of Incorporation of the Corporation be amended to change the name of the Corporation to "Dr Pepper/Cadbury North America, Inc."

SIXTH: That an executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

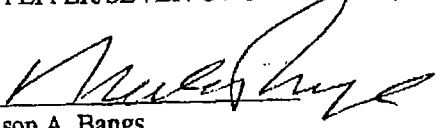
Dr Pepper/Seven-Up Companies, Inc.
8144 Walnut Hill Lane
Dallas, Texas 75231-4372
Attention: Secretary

SEVENTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request, and without cost, to any stockholder of DP/SU or the Corporation.

EIGHTH: That the merger of DP/SU into the Corporation, as described in the Merger Agreement, be effective as of December 31, 1995.

IN WITNESS WHEREOF, THE CORPORATION has caused this Certificate of Merger to be signed by Nelson A. Bangs, its Vice President and Secretary, as of this 27th day of December, 1995.

DR PEPPER/SEVEN-UP COMPANIES, INC.

By: 
Nelson A. Bangs
Vice President and Secretary

**CERTIFICATE OF MERGER MERGING
DR PEPPER/SEVEN-UP CORPORATION WITH AND
INTO DR PEPPER/SEVEN-UP COMPANIES, INC.**

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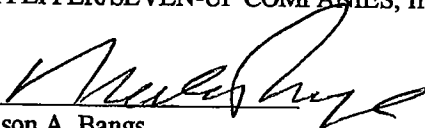
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DR PEPPER/SEVEN-UP COMPANIES, INC.

By: 
Nelson A. Bangs
Vice President and Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into this 27th day of December, 1995 by and between Dr Pepper/Seven-Up Companies, Inc., a Delaware corporation (the "Corporation") and Dr Pepper/Seven-Up Corporation, a Delaware corporation ("DP/SU").

W I T N E S S E T H

WHEREAS, DP/SU is a corporation organized and existing under the laws of the State of Delaware and has a capitalization consisting of 1,000 shares of common stock, \$.01 par value, all of which shares are issued and outstanding and are held of record and beneficially by the Corporation; and

WHEREAS, DP/SU and the Corporation desire to effect a merger of DP/SU into the Corporation;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that DP/SU be merged into the Corporation (the "Merger") and that the plans, terms and conditions of such Merger shall be as follows:

ARTICLE I. MERGER

1.1 Merger. At the Effective Time (as hereinafter defined) of the Merger, DP/SU shall be merged into the Corporation, the separate existence of DP/SU shall cease, and the Corporation, as the surviving corporation (the "Surviving Corporation"), shall continue to exist by virtue of the Merger and shall be governed by the laws of the State of Delaware.

1.2 Restated Certificate of Incorporation and By-Laws of Surviving Corporation. The restated certificate of incorporation and by-laws of the Corporation, as in effect immediately prior to the Effective Time of the Merger, shall be and remain the restated certificate of incorporation and by-laws of the Surviving Corporation, subject to amendment from time to time thereafter in the manner prescribed by (i) law, (ii) the restated certificate of incorporation, or (iii) the by-laws; provided, however, that ARTICLE I of said restated certificate of incorporation shall be and hereby is, amended in accordance with Section 251(b) of the Delaware Corporation Law ("DGCL") to read in its entirety as follows:

"ARTICLE I

Name

The name of the corporation is "Dr Pepper/Cadbury North America, Inc."

1.3 Boards of Directors and Officers. Effective as of the Effective Time, each person serving as a director of DP/SU immediately prior to the Effective Time shall be removed as a director of DP/SU, unless such director has theretofore submitted to the Board of Directors of DP/SU his resignation as a director of DP/SU effective on or before the Effective Time. Effective as of the Effective Time, each person serving as an officer of DP/SU immediately prior to the Effective Time shall be removed from such office of DP/SU unless such officer has theretofore submitted to the Board of Directors of DP/SU his resignation as such officer of DP/SU effective on or before the Effective Time. The directors of the Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation, to serve in accordance with the by-laws thereof, until their successors are duly elected and qualified, or their earlier death, resignation or removal. The officers of the Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation, to serve in accordance with the by-laws thereof, until their successors are duly elected and qualified, or their earlier death, resignation or removal.

ARTICLE II. EFFECTIVE TIME

2.1 The effective date and time of the Merger (the "Effective Time") shall be the date and time on which a certificate of merger setting forth the information required by, and executed and verified in accordance with Section 251 of the Delaware General Corporation Law has been delivered to and approved by the Secretary of State of Delaware for filing and recording in such office by and on behalf of the Corporation.

ARTICLE III. EFFECT OF MERGER

3.1 Effects of Merger. At the Effective Time of the Merger, for all purposes of the law of the State of Delaware, the separate existence of DP/SU shall cease and DP/SU shall be merged into the Corporation. The Corporation shall thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature of DP/SU; and be subject to all the restrictions, disabilities and duties of DP/SU; and all and singular, the rights, privileges, powers and franchises of DP/SU and all property, real, personal and mixed, and all debts due to DP/SU on whatever account, shall be vested in the Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Corporation as they were of DP/SU; and the title of any real estate vested by deed or otherwise in DP/SU shall not revert or be in any way impaired by reason of this Section 3.1, but all rights of creditors and all liens upon any property of DP/SU shall be preserved unimpaired; and all debts, liabilities and duties on any property of DP/SU shall thenceforth attach to the Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3.2 Further Assurances. If at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, conveyances, assignments or assurances in law or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of DP/SU acquired or to be acquired by reason of, or as a result of, the Merger, or otherwise to carry out the purposes of this Agreement, DP/SU agrees that the Surviving Corporation and its proper officers and directors shall execute and deliver all such deeds, conveyances, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and that the proper officers and directors of the Surviving Corporation are fully authorized in the name of DP/SU or otherwise to take any and all such action.

ARTICLE IV. CANCELLATION OF STOCK

4.1 Cancellation of Stock. Each share of common stock of DP/SU issued and outstanding at the Effective Time of the Merger and all rights in respect thereof, shall, at such Effective Time, be canceled.

4.2 Effect on Shares of the Corporation. Each authorized or issued and outstanding share of capital stock of the Corporation shall not in any way be affected by the Merger.

ARTICLE V. TERMINATION

5.1 This Agreement and Plan of Merger may be terminated at any time prior to the Effective Time of the Merger by action of the Board of Directors of either the Corporation or DP/SU.

ARTICLE VI. GENERAL PROVISIONS

6.1 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party.

6.2 Amendment. Subject to the DGCL, the parties hereto, by action taken by their respective Boards of Directors, may amend this Agreement at any time prior to the Effective Time. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided thereby.

6.3 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, relating to the

subject matter hereof, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein or therein.

6.4 Governing Law. This Agreement shall be governed in all respects by the DGCL and the laws of the State of Delaware.

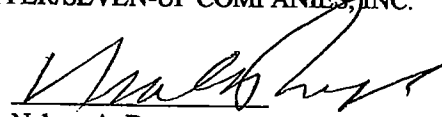
6.5 Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

6.6 Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

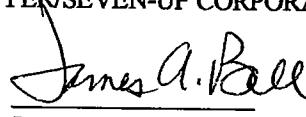
DR PEPPER/SEVEN-UP COMPANIES, INC.

By:


Nelson A. Bangs
Vice President and Secretary

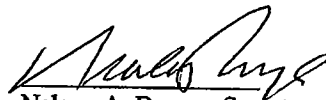
DR PEPPER/SEVEN-UP CORPORATION

By:


James A. Ball
Vice President

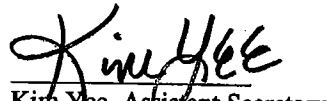
Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, the undersigned Secretary of Dr Pepper/Seven-Up Companies, Inc. hereby certifies that the stockholders of Dr Pepper/Seven-Up Companies, Inc. adopted the foregoing instrument pursuant to a Consent dated as of December 27, 1995.

By:


Nelson A. Bangs, Secretary

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, the undersigned Assistant Secretary of Dr Pepper/Seven-Up Corporation hereby certifies that the sole stockholder of Dr Pepper/Seven-Up Corporation adopted the foregoing instrument pursuant to a Consent dated as of December 27, 1995.

By:


Kim Yee, Assistant Secretary

RESTATED
CERTIFICATE OF INCORPORATION
OF
DR PEPPER/SEVEN-UP COMPANIES, INC.

ARTICLE I

Name

The name of the corporation is Dr Pepper/Seven-Up Companies, Inc. (the "Corporation").

ARTICLE II

Registered Office and Registered Agent

The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III

Corporate Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

ARTICLE IV**Capital Stock**

The total number of shares of all classes of stock that the Corporation shall have authority to issue is 1000, all of which shall be shares of Common Stock, par value \$.01 per share.

ARTICLE V**Directors**

(1) Elections of directors of the Corporation need not be by written ballot, except and to the extent provided in the By-laws of the Corporation.

(2) To the fullest extent permitted by the General Corporation Law as it now exists and as it may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or amendment of this Article V by the stockholders of the Corporation shall be prospective only, and shall not adversely effect any limitation on the personal liability of a director of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article V, a director shall not be liable to the Corporation or its stockholders to such further extent as permitted by any law hereafter enacted, including, without limitation, any subsequent amendment to the General Corporation Law.

ARTICLE VI**Indemnification of Directors, Officers and Others**

(1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, and any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person seeking indemnification did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit, and any appeal in such an action or suit and any inquiry or investigation that could lead to such an action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(3) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections (1) and (2) of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(4) Any indemnification under Sections (1) and (2) of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections (1) and (2). Such determination shall be made (a) by the Board of Directors of the Corporation by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable,

or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders of the Corporation.

(5) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation authorized in this Article VI. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors of the Corporation deems appropriate.

(6) The indemnification and advancement of expenses provided by, or granted pursuant to, the other sections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnification and advancement of expenses created hereunder shall be contract rights and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Corporation while this Article VI is in effect. Any repeal or amendment of this Article shall be prospective only and shall not limit the rights of any such director or officer in any capacity prior to any such repeal or amendment to this Article VI. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs is not permitted under the General Corporation Law, but the burden of proving such a defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right to indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(7) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 145 of the General Corporation Law.

(8) For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(9) For purposes of this Article VI, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves service by, such director, officer, employee or agent with respect to any employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VI.

(10) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII**By-Laws**

The directors of the Corporation shall have the power to adopt, amend or repeal by-laws.

ARTICLE VIII**Reorganization**

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE IX**Amendment**

The Corporation reserves the right to amend, alter, change or repeal any provision of this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred on stockholders in this Certificate of Incorporation are subject to this reservation.

W001_NYLS