

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/01/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMD Corporation		12/01/2006	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	eCommerce Industries, Inc.		
Street Address:	2100 Reston Parkway, Suite 203		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2453153	OMD VISION	
Registration Number:	2973755	OMD SALES ON THE GO	
Registration Number:	2973754	OMD SERVICE ON THE GO	
Serial Number:	76567517	OMD	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 842-7800		
Email:	mbleysg@cooley.com		
Correspondent Name:	Peter J. Willsey		
Address Line 1:	777 6th St., N.W, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	305164-20000		

CH \$115.00 2453153

900092385

TRADEMARK
REEL: 003664 FRAME: 0627

NAME OF SUBMITTER:	Susan G. Mobley
Signature:	/Susan G. Mobley/
Date:	11/20/2007
<p>Total Attachments: 12</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page1.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page2.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page3.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page4.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page5.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page6.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page7.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page8.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page9.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page10.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page11.tif</p> <p>source=ECI - OMD Agreement and Plan of Merger (SIGNED 12-01-06)#page12.tif</p>	

AGREEMENT AND PLAN OF MERGER

among:

ECommerce INDUSTRIES, INC.,
a Delaware corporation;

OMD ACQUISITION SUB, INC.,
a Missouri corporation;

OMD CORPORATION,
a Missouri corporation; and

DARRELL LEVEN, AS STOCKHOLDERS' AGENT

Dated as of December 1, 2006

EXHIBITS

- Exhibit A - Certain Definitions
- Exhibit B - Form of Certificate of Incorporation of Surviving Corporation
- Exhibit C - Form of Escrow Agreement
- Exhibit D - Reserved
- Exhibit E - Legal Opinion of Gibbs, Pool & Turner, P.C.
- Exhibit F - Reserved
- Exhibit G - Form of Release, Noncompetition and Nonsolicitation Agreement
- Exhibit H - Form of Disbursing Agent Agreement
- Exhibit I - Form of Employee Invention Assignment Agreement

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made and entered into as of December 1, 2006, by and among: ECOMMERCE INDUSTRIES, INC., a Delaware corporation ("*Parent*"); OMD ACQUISITION SUB, INC., a Missouri corporation and a wholly owned subsidiary of Parent ("*Merger Sub*"); OMD CORPORATION, a Missouri corporation (the "*Company*"); and DARRELL LEVEN, as the Stockholders' Agent. Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger of the Merger Sub with and into the Company in accordance with this Agreement and the General and Business Corporation Law of Missouri (the "*Merger*"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly owned subsidiary of Parent.

B. The respective boards of directors of Parent, Merger Sub and the Company have approved this Agreement and approved the Merger.

C. In connection with the Merger, the outstanding shares of Company Common Stock will be converted into the right to receive the Merger Consideration (as defined below).

D. Parent will place a portion of the cash amounts payable to the Company's stockholders into escrow, the release of which will be contingent upon the satisfaction of certain conditions as set forth in this Agreement and in the escrow agreement to be executed and delivered in accordance with this Agreement (the "*Escrow Agreement*").

AGREEMENT

In consideration of the covenants, representations and warranties set forth herein, and for other good and valuable consideration, the parties to this Agreement, intending to be legally bound, agree as follows:

1. DESCRIPTION OF TRANSACTION

1.1 Merger of Merger Sub into the Company. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3), Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "*Surviving Corporation*").

1.2 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the General and Business Corporation Law of Missouri (the "*GBCLM*").

1.3 Closing; Effective Time. The consummation of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the offices of Gibbs, Pool & Turner, P.C., 3225-A Emerald Lane, Jefferson City, Missouri 65109, at 10:00 a.m. not later than two (2)

yet due and payable and (y) liens that have arisen in the ordinary course of business and that do not materially detract from the value of the assets subject thereto or materially impair the operations of the Acquired Corporations. None of the Acquired Corporations owns any real property or any material interest in real property, except for the real property and leaseholds created under the real property leases included in Part 2.8 of the Company Disclosure Schedule.

2.7 Intellectual Property.

(a) Part 2.7(a) of the Company Disclosure Schedule accurately identifies and describes:

(i) each proprietary product or service developed, manufactured, marketed, or sold by any of the Acquired Corporations since June 30, 2005 and any product or service currently under development by any of the Acquired Corporations;

(ii) (A) each item of Registered IP in which any of the Acquired Corporations has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise); (B) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number; (C) any other Person that has an ownership interest in such item of Registered IP and the nature of such ownership interest; and (D) each product or service identified in Part 2.7(a)(i) of the Disclosure Schedule that embodies, utilizes or is based upon or derived from (or, with respect to products and services under development, that is expected to embody, utilize or be based upon or derived from) such item of Registered IP;

(iii) (A) all Intellectual Property Rights or Intellectual Property licensed to each of the Acquired Corporations (other than any non-customized software that: (1) is so licensed solely in executable or object code form pursuant to a nonexclusive, internal use software license, (2) is not incorporated into, or used directly in the development, manufacturing or distribution of, the products or services of any of the Acquired Corporations and (3) is generally available on standard terms for less than \$5,000.00); (B) the corresponding Contract or Contracts pursuant to which such Intellectual Property Rights or Intellectual Property is licensed to such Acquired Corporation; and (C) whether the license or licenses so granted to the Acquired Corporations are exclusive or nonexclusive; and

(iv) in Part 2.7(a)(iv) of the Company Disclosure Schedule, each Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Company IP except for non-exclusive licenses to customers granted in the ordinary course of business.

(b) The Company has provided to Parent a complete and accurate copy of each standard form of Company IP Contract used by any of the Acquired Corporations, as of June 30, 2005, including each standard form of: (i) end user license agreement; (ii) development agreement; (iii) distributor or reseller agreement; (iv) employee agreement containing any assignment or license of Intellectual Property or Intellectual Property Rights or any confidentiality provision; (v) consulting or independent contractor agreement containing any

respective permitted successors and assigns; provided, however, that neither this Agreement nor any of any party's rights or obligations hereunder may be assigned by any party without the prior written consent of the other parties hereto, and any attempted assignment of this Agreement or any of such rights or obligations without such consent shall be void and of no effect. Notwithstanding the foregoing, (i) Parent and Merger Sub shall have the right to assign this Agreement or any part hereof or to delegate all or any part of its obligations hereunder and thereunder to any lender(s) (or agent on their behalf) as, but only as, collateral security for any financing obtained by Parent or any of its Affiliates and (ii) no change in the equity ownership, by merger or otherwise, of Parent or any of its Affiliates, in any case, shall be deemed an assignment. Except as otherwise provided in this Agreement, nothing in this Agreement is intended to or shall confer upon any Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.8 Company Disclosure Schedule. The Company Disclosure Schedule will be arranged to correspond to the representations and warranties in Section 2 of this Agreement, and the disclosure in any portion of the Company Disclosure Schedule shall qualify the corresponding provision in Section 2 and any other provision of Section 2 to which it is clearly apparent on its face that such disclosure relates.

10.9 Notices. All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally, by facsimile, sent by nationally-recognized, overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to Parent or Merger Sub:

eCommerce Industries, Inc.
2100 Reston Parkway, Suite 203
Reston, VA 20191
Attention: Vice President and General Counsel
Facsimile: 571-262-2293
E-mail: gkushner@eci2.com

with a copy (which shall not constitute notice) to:

Cooley Godward LLP
One Freedom Square, Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5656
Attention: Michael R. Lincoln, Esq.
Facsimile: (703) 456-8100
E-mail: mlincoln@cooley.com

if to the Company:

OMD Corporation

3705 Missouri Blvd.
Jefferson City, MO 65109
Attention: President
Facsimile: 573-893-3487
E-mail: dmcanany@omdcorp.com

with a copy (which shall not constitute notice) to:

Gibbs, Pool and Turner, P.C.
3225-A Emerald Lane
Jefferson City, MO 65109
Attention: Hallie H. Gibbs II
Facsimile: (573) 636-6541
E-mail: hgibbs@gptlaw.net

if to the Stockholders' Agent:

Darrell Leven
5476 NE Northgate Crossing
Lee's Summit, MO 64064
Facsimile: 816-795-1035

All such notices and other communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of a facsimile, when the party receiving such facsimile shall have confirmed receipt of the communication, (c) in the case of delivery by nationally-recognized, overnight courier, on the business day following dispatch and (d) in the case of mailing, on the fifth business day following such mailing.

10.10 Cooperation. The Company agrees to cooperate fully with Parent and to execute and deliver such further documents, certificates, agreements and instruments and to take such other actions as may be reasonably requested by Parent to evidence or reflect the transactions contemplated by this Agreement and to carry out the intent and purposes of this Agreement.

10.11 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

10.12 Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses, whether or not the Merger is consummated.

10.13 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the

feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(c) Except as otherwise indicated, all references in this Agreement to “Sections,” “Exhibits” and “Schedules” are intended to refer to Sections of this Agreement and Exhibits or Schedules to this Agreement.

(d) The bold-faced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

10.14 Mutual Drafting. The parties hereto have been represented by counsel who have carefully negotiated the provisions hereof. As a consequence, the parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement and therefore waive their effects.

10.15 Certain Understandings. Each of the parties is a sophisticated legal entity or person that was advised by experienced counsel and, to the extent it deemed necessary, other advisors in connection with this Agreement. Accordingly, each of the parties hereby acknowledges that (i) there are no representations or warranties by or on behalf of any party hereto or any of its respective affiliates or representatives other than those expressly set forth in this Agreement, and (ii) the parties’ respective rights and obligations with respect to this Agreement and the events giving rise thereto are set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

DEC-1-2006 06:12P FROM:

8175716754

TO:15712622293

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ECommerce Industries, Inc.

By: _____

Name: _____

Title: _____

OMD Acquisition Sub, Inc.

By: _____

Name: _____

Title: _____

OMD CORPORATION

By: _____

Name: _____

Title: _____

STOCKHOLDERS' AGENT:

By: _____

Name: Darrell Leven

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ECommerce Industries, Inc.

By: _____

Name: _____

Title: _____

OMD Acquisition Sub, Inc.

By: _____

Name: _____

Title: _____

OMD CORPORATION

By: *Donna M McAnany*

Name: *Donna M McAnany*

Title: *President / CEO*

STOCKHOLDERS' AGENT:

By: _____

Name: Darrell Leven

Dec 01 06 05:08p

Darrell L. Leven

816-795-1035

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ECommerce Industries, Inc.

By: _____

Name: _____

Title: _____

OMD Acquisition Sub, Inc.

By: _____

Name: _____

Title: _____

OMD CORPORATION

By: _____

Name: _____

Title: _____

STOCKHOLDERS' AGENT:

By:  _____

Name: Darrell Leven

Schedule 2.7 – Intellectual Property

(a)

OMD Character
OMD Vision
OMD iManager
OMD NetVision
OMD Service On-The-Go
OMD Sales On-The-Go
OMD Bar Code Scanning
OMD Order Import API
OMD United eLink
OMD Relational Database Repository
OMD Document Management
Objectif Lune Products: Planet Press, Planet Press Suite
Transoft TCF and the H2O connector.
OMD H2O (in conjunction with OMD iManager & NetVision)
Barcode scanners, Zebra Printers and label supplies

Trademarks Owned by the Company:

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Mark</u>
78,300,291	2,973,755	OMD SALES ON-THE-GO
78,300,275	2,973,754	OMD SERVICE ON-THE-GO
76,567,517		OMD
76,045,397	2,453,153	OMD VISION
74,486,476	1,997,334	CONSULTINGWARE
		OMD MANAGEMENT INFORMATION SYSTEM

Note: See disclosure in Part 2.5(i) of the Disclosure Schedule - Trademark for CONSULTINGWARE was not renewed.

Domain Names Owned by the Company:

www.omdcorp.com

Copyrights Owned by the Company:

The Company owns all copyrights in the Company Software either as original author or through acquisition of work made for hire by third parties.

Other Intellectual Property Owned by the Company:

OMD Character
 OMD Vision
 OMD Vision Xcelerated
 OMD iManager
 OMD NetVision
 OMD Service On-The-Go
 OMD Sales On-The-Go
 OMD Bar Code Scanning
 OMD Order Import API
 OMD United eLink
 OMD Relational Database Repository
 OMD Document Management

a.iv Contract with Alco Office Products (now IKON) dated July 16,1991 which entitled them to modify the OMD character source code but restricted them from distribution.

(b) None.

(c) The Company allowed its registration for the trademark “OMD” to lapse on or about January 7, 1992. On or about December 15, 2003, the Company sought to refile its registration of the trademark “OMD.” On or about June 22, 2005 Advanced Micro Devices opposed the Company’s application for registration of the “OMD” mark on the grounds that the mark is confusingly similar to and infringing of its registered trademark “AMD.” The matter is currently before the USPTO’s Trademark Trial and Appeals Board, and the parties have discussed settling the matter.

OMD NetVision - to be applied for

OMD Vision Xcelerated to be applied as soon as marketing materials are available, estimate this to be January 2007.

(c)(i)

Trademark	Affidavit of Use Renewal (5-6 years)	Affidavit of Use Renewal (within the year before the 10 th year)	Section 9 Renewal Application (one year prior to the registration expiration date) – renew every 10 years
OMD VISION	May 22, 2006 – May 22, 2007	May 22, 2010 – May 22, 2011	May 22, 2010 – May 22, 2011
OMD SERVICE ON THE GO	July 19, 2010 – July 19, 2011	July 19, 2014 – July 19, 2015	July 19, 2014 – July 19, 2015
OMD SALES	July 19, 2010 – July	July 19, 2014 – July	July 19, 2014 – July 19,