

05/02/2008  
700370044

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U. S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

XN TECHNOLOGIES, INC.

- Individual(s)
- General Partnership
- Corporation- State: Washington
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: AMX LLC

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 3000 Research Drive

City: Richardson

State: Texas

Country: USA Zip 75082

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other limited liability CO Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) October 1, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

SEE ATTACHED EXHIBIT A

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

Name: Kay Lyn Schwartz

Internal Address: Gardere Wynne Sewell LLP

3000 Thanksgiving Tower

Street Address: 1601 Elm Street

City: Dallas

State: TX Zip 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: lp@gardere.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

a. Credit Card Last 4 Numbers 1084  
Expiration Date 04-01-2012

b. Deposit Account Number 07-0153  
Authorized User Name Kay Lyn Schwartz

**9. Signature:**

Kay Lyn Schwartz  
Signature

5-2-08  
Date





Kay Lyn Schwartz  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document **12**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

## EXHIBIT A

MERGER - XN TECHNOLOGIES INC.  
with and into AMX LLC

MARK	U.S. REGISTRATION NO.	OUR FILE NO.
	2700482	126239-3966
	2781850	126239-3967
OPTIMA SERIES	2921471	126239-3968
XNNET	2953064	126239-3969
XNCONNECT	2742043	126239-3970
MODULA	2681417	126239-3971
	2819570	126239-3972
EPICA	2686738	126239-3973
AUTOPATCH	2770947	126239-3974
	2458037	126239-3975
PRECIS SERIES	2753421	126239-3976

ARTICLES OF MERGER  
OF  
XN TECHNOLOGIES, INC.  
WITH AND INTO  
AMX LLC

FILED  
SECRETARY OF STATE  
OCT 09 2007  
STATE OF WASHINGTON

Pursuant to Section 25.15.405 of the Revised Code of Washington (the "RCW"), the undersigned limited liability company organized and existing under the laws of the State of Delaware and by virtue of the Delaware Limited Liability Company Act (the "Act") does hereby certify:

FIRST: XN Technologies, Inc., a Washington corporation, will be merged with and into AMX LLC, a Delaware limited liability company, with AMX LLC as the surviving entity.

SECOND: The Agreement and Plan of Merger, dated as of October 1, 2007, by and between XN Technologies, Inc. and AMX LLC (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by the sole member of AMX LLC in accordance with the requirements of Section 18-209 of the Act and by the Board of Directors of XN Technologies, Inc. in accordance with the requirements of Section 23B.11.040 of the RCW.

THIRD: The consent of the shareholder of XN Technologies, Inc. is not required pursuant to the first sentence of Section 23B.11.040 of the RCW because the conditions set forth in that sentence have been satisfied.

FOURTH: The Merger Agreement is attached as Exhibit A hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be executed on this 1st day of October, 2007.

AMX LLC

By: 

Rashid M. Skaf  
President and Chief Executive Officer

**EXHIBIT A**

**Agreement and Plan of Merger**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 1, 2007 (this "Agreement"), is entered into by and between XN Technologies, Inc., a Washington corporation ("XN"), and AMX LLC, a Delaware Limited Liability Company ("AMX"). XN and AMX are sometimes collectively referred to herein as the "Constituent Entities."

WHEREAS, all of the issued and outstanding shares of common stock, no par value, of XN are owned by AMX; and

WHEREAS, AMX is a limited liability company whose members are AMX Holding Corporation, a Delaware corporation, AMX Holdings LLC, a Delaware limited liability company, and TCMC, Inc., a Delaware corporation (collectively, the "Members"); and

WHEREAS, the Board of Directors of XN has determined that it is advisable and in the best interests of XN to merge with and into AMX upon the terms and conditions set forth herein and duly adopted and approved this Agreement; and

WHEREAS, the Members have determined that it is advisable and in the best interests of XN to merge with AMX upon the terms and conditions set forth herein and has duly adopted and approved this Agreement; and

WHEREAS, AMX, as the sole shareholder of XN, has duly adopted and approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants, provisions and agreements contained in this Agreement, and for other good and valuable consideration had and received, the Constituent Entities hereby agree as follows:

### ARTICLE I THE MERGER

1.1 The Surviving Company. At the Effective Time (as defined below) and in accordance with the terms and conditions of this Agreement, Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), and Section 23B.11.080 of the Revised Code of Washington (the "RCW") XN shall be merged with and into AMX (the "Merger"). At the Effective Time, the separate corporate existence of XN shall cease, and AMX shall continue its existence as the surviving limited liability company under the laws of the State of Delaware. The name of the Surviving Corporation shall be "AMX LLC."

1.2 Effective Time of the Merger. The parties shall cause (i) a certificate of merger complying with the requirements of Sections 18-206 and 18-209 of the DLLCA (the "Certificate of Merger") to be filed with the Secretary of State of the State of Delaware and (ii) articles of merger complying with the requirements of Sections 23B.11.090 and 25.15.405 of the RCW. The Merger shall become effective upon the filing of the Certificate of Merger (the "Effective Time").

1.3 Effects of the Merger. The Merger shall have the effects specified in the DLLCA. Without limiting the generality of the foregoing, at the Effective Time:

1.3.1 AMX shall be the surviving limited liability company (AMX after the Merger being hereinafter referred to as the "Surviving Company"), shall continue to be governed by and exist under the laws of the State of Delaware, and the separate limited liability company existence of AMX and all of its property, rights, privileges, powers and franchises, and all of its debts, liabilities and duties as a limited liability company organized under the laws of the State of Delaware shall continue unaffected by the Merger.

1.3.2 The separate existence of XN shall cease, except whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or rights in the Surviving Company, the officers of XN shall execute, acknowledge and deliver such instruments and do such acts, and for such purposes, the existence of XN and the authority of its directors and officers shall continue notwithstanding the Merger.

1.3.3 The Surviving Company shall possess all of the assets and property of every description of each of the Constituent Entities, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities, shall vest, or continue to be vested, as the cases may be, in the Surviving Company without further act or deed, and title to any real property or any interest in real property vested in either of the Constituent Entities shall not revert or be impaired in any way by reason of the Merger.

1.3.4 The Surviving Company shall be liable for all of the obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against XN may be prosecuted to judgment with right of appeal by the Surviving Company as if the Merger had not occurred, or the Surviving Company may be substituted for XN.

1.3.5 All of the rights of the creditors of each of the Constituent Entities shall be preserved unimpaired, and all liens upon the property of either of the Constituent Entities shall be preserved unimpaired on only such property as was affected by such liens immediately prior to the Effective Time.

1.4 Certificate of Formation. The Certificate of Formation of AMX in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Company, until duly amended in accordance with its terms and the DLLCA.

1.5 Limited Liability Company Agreement. The Second Amended and Restated Limited Liability Company Agreement of AMX in effect immediately prior to the Effective Time (the "LLC Agreement") shall be the limited liability company agreement of the Surviving Company, until duly amended in accordance with its terms and the DLLCA.

1.6 Directors and Officers. The directors and officers of XN shall not become managers or officers of the Surviving Company and their responsibilities as directors and officers of XN shall cease at the Effective Time. The managers and officers of the Surviving Company shall be appointed or elected as set forth in the LLC Agreement until the earlier of the death, resignation or removal of any such person or until their respective successors are duly elected or appointed and qualified.

1.7 Approval. The Board of Directors of XN has approved the Merger on behalf of XN in accordance with Section 23B.11.040 of the RCW. The Members have approved the Merger on behalf of AMX in accordance with Section 18-209 of the DLLCA.

ARTICLE 2  
TERMS OF THE TRANSACTION

2.1 Cancellation of XN Shares. At the Effective Time, by reason of the Merger, all shares of XN held by AMX, immediately prior to the Merger, shall be cancelled, and no payment will be made with respect thereto.

2.2 AMX Interests. At the Effective Time, the limited liability company interests of AMX held by the Members shall continue to be a limited liability company interest of the Surviving Company.

2.3 Members of the Surviving Company. Immediately after the Effective Time, by reason of the Merger, the Members shall continue to be the members of the Surviving Company.

ARTICLE 3  
AMENDMENT AND TERMINATION

3.1 Termination. This Agreement may be terminated or abandoned by action of the Board of Directors of XN or the sole member of AMX at any time prior to the Effective Time.

ARTICLE 4  
MISCELLANEOUS PROVISIONS

4.1 Headings. The headings contained in this Agreement are included for purposes of convenience only. The headings contained in this Agreement do not form a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

4.2 Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.3 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

[Signatures on following page]



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the authorized officers of the parties hereto as of the date first written above.

XN TECHNOLOGIES, INC.


By: \_\_\_\_\_  
Scott Dhaenens  
Vice President

AMK LLC

By:  \_\_\_\_\_  
Rashid M. Khan  
President and Chief Executive Officer

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the authorized officers of the parties hereto as of the date first written above.

XN TECHNOLOGIES, INC.

By:   
Scott Dhaenens  
Vice President

AMX LLC

By: \_\_\_\_\_  
Rashid M. Skaf  
President and Chief Executive Officer

UNITED STATES OF AMERICA

# The State of Washington



## Secretary of State

### CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

AMX LLC

DE Limited Liability Company

UBI: 602-576-870

Filing Date: October 3, 2007

Merging Entities:

601-187-531

XN TECHNOLOGIES, INC.



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 003779 FRAME: 0510

05/02/2008  
700370044

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- Change of Name

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Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 3000 Research Drive

City: Richardson

State: Texas

Country: USA Zip: 75082

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- General Partnership Citizenship \_\_\_\_\_
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Other limited liability CO Citizenship Delaware

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3000 Thanksgiving Tower

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Fax Number: 214-999-3623

Email Address: ip@gardere.com

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7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1004  
Expiration Date 07-01-2012

b. Deposit Account Number 07-0153

Authorized User Name Kay Lyn Schwartz

9. Signature: Kay Lyn Schwartz

Signature

Kay Lyn Schwartz

Name of Person Signing

5-2-08

Date

Total number of pages including cover sheet, attachments, and document: 12

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