

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/18/2007		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Perfect Commerce, Inc.		07/18/2007
CORPORATION: DELAWARE			
RECEIVING PARTY DATA			
Name:	Perfect Commerce Acquisition, LLC		
Street Address:	2713 Magruder Boulevard, Suite A		
City:	Hampton		
State/Country:	VIRGINIA		
Postal Code:	23666		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2525885	PERFECT
CORRESPONDENCE DATA			
Fax Number:	(757)473-0395		
Phone:	757-499-8800		
Email:	amarino@williamsmullen.com, ip@williamsmullen.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Amy G. Marino		
Address Line 1:	222 Central Park Avenue, Suite 1700		
Address Line 2:	Williams Mullen, C/O IP Docketing		
Address Line 4:	Virginia Beach, VIRGINIA 23462		
ATTORNEY DOCKET NUMBER:	049707.0025		
NAME OF SUBMITTER:	Amy G. Marino, Attorney of Record		

Signature:	/Amy G. Marino/
Date:	12/19/2011
Total Attachments: 9 source=Merger PC, Inc. to PCA#page1.tif source=Merger PC, Inc. to PCA#page2.tif source=Merger PC, Inc. to PCA#page3.tif source=Merger PC, Inc. to PCA#page4.tif source=Merger PC, Inc. to PCA#page5.tif source=Merger PC, Inc. to PCA#page6.tif source=Merger PC, Inc. to PCA#page7.tif source=Merger PC, Inc. to PCA#page8.tif source=Merger PC, Inc. to PCA#page9.tif	

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JULY 18, 2007

The State Corporation Commission finds the accompanying articles submitted on behalf of

Perfect Commerce Acquisition, LLC

comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

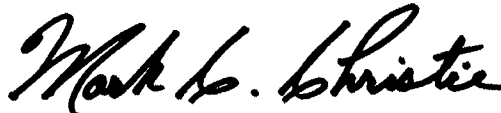
be issued and admitted to record with the articles of merger in the Office of the Clerk of the Commission, effective July 18, 2007. Each of the following:

PERFECT COMMERCE, INC. (A DE CORP NOT QUALIFIED
IN VA)

is merged into Perfect Commerce Acquisition, LLC, which continues to exist under the laws of VIRGINIA with the name Perfect Commerce Acquisition, LLC, and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT
CIS0354
07-07-18-0504

TRADEMARK
REEL: 004682 FRAME: 0125

ARTICLES OF MERGER
OF
PERFECT COMMERCE, INC.,
a Delaware corporation
INTO
PERFECT COMMERCE ACQUISITION, LLC,
a Virginia limited liability company

Pursuant to Title 13.1, Chapter 12, Article 13 of the Code of Virginia of 1950, as amended (the "Virginia Code"), Perfect Commerce Acquisition, LLC, a Virginia limited liability company ("Virginia Company"), adopts the following Articles of Merger for the purpose of merging Perfect Commerce, Inc., a Delaware corporation ("Delaware Corporation"), into Virginia Company (the "Merger").

ARTICLE I

The Plan of Merger governing the Merger is attached hereto as Exhibit A and made a part hereof (the "Plan of Merger").

ARTICLE II

Virginia Company is to be the surviving entity in the Merger. The name of the surviving entity shall remain Perfect Commerce Acquisition, LLC. The address of the principal office of Virginia Company is 2713 Magruder Boulevard, Suite A, Hampton, Virginia 23666.

ARTICLE III

The Plan of Merger was duly approved by the Board of Directors of Delaware Corporation at a meeting of the Board of Directors held on July 16, 2007 and by the Stockholders of Delaware Corporation by written consent of a majority of the Stockholders of Delaware Corporation, in accordance with Title 8, Chapter 1 of the Delaware General Corporation Law. The Plan of Merger was also duly approved by unanimous written consent of the Sole Member of Virginia Company, in accordance with Section 13.1-1071 of the Virginia Code.

ARTICLE IV

The Merger shall become effective on the date that the Virginia State Corporation Commission issues a certificate of merger as provided in Section 13.1-1072 of the Virginia Code.

IN WITNESS WHEREOF, these Articles of Merger have been executed for and on behalf of Perfect Commerce Acquisition, LLC and Perfect Commerce, Inc. as of the 18 day of July, 2007.

Perfect Commerce Acquisition, LLC,
a Virginia limited liability company

By: George Hampton Wilson
Name: GEORGE HAMPTON WILSON
Title: CEO

Perfect Commerce, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

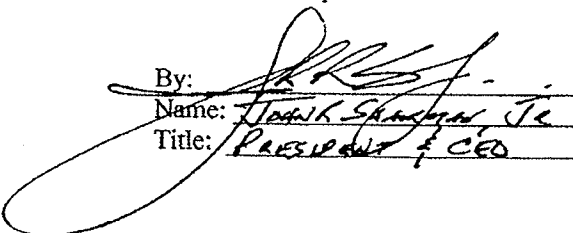
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IN WITNESS WHEREOF, these Articles of Merger have been executed for and on behalf of Perfect Commerce Acquisition, LLC and Perfect Commerce, Inc. as of the 18 day of July, 2007.

Perfect Commerce Acquisition, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

Perfect Commerce, Inc.,
a Delaware corporation

By: 
Name: FRANK SHANNON, JR.
Title: PRESIDENT & CEO

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PLAN OF MERGER

This Plan of Merger (this "Plan of Merger") is made as of July 18, 2007 by and between Perfect Commerce Acquisition, LLC, a Virginia limited liability company ("Surviving Company"), and Perfect Commerce, Inc., a Delaware corporation ("Delaware Corporation"). Surviving Company and Delaware Corporation are hereinafter sometimes collectively referred to as the "Merging Companies."

R E C I T A L S

A. Surviving Company is a limited liability company organized and existing under the laws of the Commonwealth of Virginia, its Articles of Organization having been filed with the Virginia State Corporation Commission on June 5, 2007.

B. Delaware Corporation is a corporation organized and existing under the laws of the State of Delaware, its Articles of Incorporation having been filed in the Office of the Secretary of State of Delaware on June 18, 2003.

C. Surviving Company, Delaware Corporation and CorMine, LLC, a Virginia limited liability company and the sole member of Surviving Company ("Sole Member"), are parties to that certain Agreement and Plan of Merger dated as of July 18, 2007 (the "Merger Agreement"), whereby Delaware Corporation will merge with and into Surviving Company with Surviving Company remaining as the surviving limited liability company.

D. The Board of Directors and Stockholders of Delaware Corporation have deemed it advisable and to the advantage of Delaware Corporation that Delaware Corporation merge with and into Surviving Company on the terms and subject to the conditions set forth in this Plan of Merger and the Merger Agreement.

E. Sole Member and the Management Committee of Sole Member have deemed it advisable and to the advantage of each of Surviving Company and Sole Member that Delaware Corporation merge with and into Surviving Company on the terms and subject to the conditions set forth in this Plan of Merger and the Merger Agreement.

F. The Board of Directors and Stockholders of Delaware Corporation have approved this Plan of Merger and the Merger Agreement and met all the conditions set forth in Title 8, Chapter 1 of the Delaware Code.

G. Sole Member and the Management Committee of Sole Member have approved this Plan of Merger and the Merger Agreement and met all the conditions set forth in Title 13.1, Chapter 12 of the Code of Virginia of 1950, as amended.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, this Plan of Merger and the terms and conditions hereof and the mode

of carrying the same into effect, together with any provisions required or permitted to be set forth therein, is hereby determined and agreed upon as hereinafter provided and as provided in the Merger Agreement:

1. Merger. At the Effective Date (as defined below), Delaware Corporation shall be merged with and into Surviving Company (the "Merger") in accordance with the provisions of Article 13 of the Virginia Limited Liability Company Act and Surviving Company shall be the surviving limited liability company. The Effective Date shall be the date that the Virginia State Corporation Commission issues a certificate of merger as provided in Section 13.1-1072 of the Virginia Limited Liability Company Act.

2. Effect of Merger. On the Effective Date, the separate corporate existence of Delaware Corporation shall cease except to the extent provided by the laws of the State of Delaware in the case of a corporation after its merger into a foreign limited liability company. The identity, existence, powers, rights and immunities of Surviving Company shall continue unimpaired by the Merger. Surviving Company shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities, tax elections, tax attributes and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of Delaware Corporation without further act or deed.

3. Conversion of Delaware Corporation Shares. Each share of Series B Preferred Stock of Delaware Corporation issued and outstanding immediately prior to the Effective Date shall be automatically converted into the right to receive 0.29452598 Class B Units of Sole Member. All other shares of Delaware Corporation and all options or warrants to acquire any shares of Delaware Corporation issued and outstanding immediately prior to the Effective Date shall be automatically terminated without any payment to the holder thereof.

4. Governing Documents. On the Effective Date, the Articles of Organization of Surviving Company in effect immediately before the Effective Date shall be its Articles of Organization, and the Operating Agreement of Surviving Company in effect immediately before the Effective Date shall be its Operating Agreement.

5. Officers. On the Effective Date, the Officers of Surviving Company shall be its Officers and, after the Effective Date, shall serve in accordance with the Articles of Organization and Operating Agreement of Surviving Company.

6. Further Assurances. From time to time, as and when required by Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of Delaware Corporation such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action, as shall be appropriate, advisable or necessary to vest, perfect or confirm, of record or otherwise, in Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Delaware Corporation, and otherwise to carry out the purposes of this Plan of Merger and the Merger Agreement.

The Officers of Surviving Company are fully authorized in the name of and on behalf of Delaware Corporation, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

IN WITNESS WHEREOF, this Plan of Merger is executed on behalf of each of the Merging Companies.

Perfect Commerce Acquisition, LLC,
a Virginia limited liability company

By: George Hampton Wall Sr.
Name: GEORGE HAMPTON WALL SR.
Title: CEO

Perfect Commerce, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

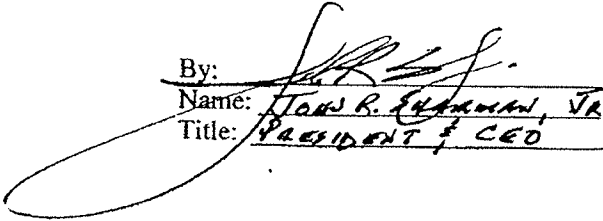
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IN WITNESS WHEREOF, this Plan of Merger is executed on behalf of each of the Merging Companies.

Perfect Commerce Acquisition, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

Perfect Commerce, Inc.,
a Delaware corporation

By: 
Name: JAMES R. SHERMAN, JR.
Title: PRESIDENT & CEO

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