

08-11-1998



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TUCKER, FLYER & LEWIS

1615 L Street, N.W.
Washington, D.C. 20036
(202) 452-8600

<p>1. NAME OF CONVEYING PARTY:</p> <p>AAA Coffee Service of Washington, Inc. a Delaware corporation</p> <p style="text-align: right;"><i>MKW 7-28-98</i></p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>Bindery Systems, Inc. an Oregon corporation 7737 S.W. Nimbus Avenue Beaverton, Oregon 97005</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Corrected Cover Sheet</p> <p>3A. EXECUTION DATE: April 24, 1998 3B. EFFECTIVE DATE: April 24, 1998</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached?</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>1,899,324 – AAA COFFEE SERVICES & Design</p> <p>Additional numbers attached? NO</p>
<p>Henry W. Leeds, Esq. Tucker, Flyer & Lewis Suite 400 1615 L Street, N.W. Washington, D.C. 20036</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$40.00 – Checks Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 20-1582</p> <p>Our Ref: 59160.309</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Henry W. Leeds</i> Henry W. Leeds Date: November 18, 1998</p> <p style="text-align: right;">Page 1 of 8</p>

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fees, The Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 18th day of November, 1998.

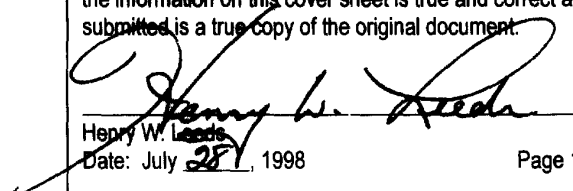
Andrew L. Engel

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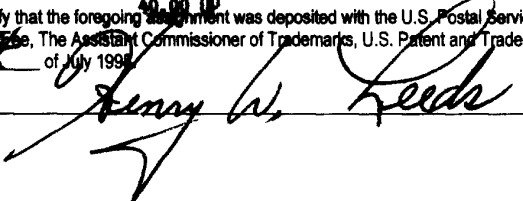
MRD 7-28-98

1. NAME OF CONVEYING PARTY: AAA Coffee Service of Washington, Inc. a Delaware corporation	2. NAME AND ADDRESS OF RECEIVING PARTY: Bindery Systems, Inc. an Oregon corporation
3. NATURE OF CONVEYANCE: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other 3A. EXECUTION DATE: April 24, 1998 3B. EFFECTIVE DATE: April 24, 1998	2A. ASSIGNEE A FOREIGN ENTITY: Yes: ___ No: <u>X</u> 2B. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: ___ No: <u>X</u>
4A. TRADEMARK APPLICATION NOS.: Additional numbers attached?	4B. TRADEMARK REGISTRATION NO(S): 1,899,324 – AAA COFFEE SERVICES & Design Additional numbers attached? NO
Henry W. Leeds, Esq. Tucker, Flyer & Lewis Suite 400 1615 L Street, N.W. Washington, D.C. 20036	
6. TOTAL NUMBER OF TITLES: 1 7. TOTAL FEE: \$40.00 – Checks Enclosed 8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 20-1582 Our Ref: 59160.309	9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.  Henry W. Leeds Date: July 28, 1998

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TRADEMARK
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Survivor

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OREGON SECRETARY OF STATE

ARTICLES AND PLAN OF MERGER

THESE ARTICLES AND PLAN OF MERGER (the "Merger Plan") is made and entered into as of April 24, 1998, between Bindery Systems, Inc. ("Bindery" or the "Surviving Corporation"), an Oregon corporation and a wholly-owned subsidiary of U.S. Office Products Company ("USOP"), a Delaware corporation, and AAA Coffee Service of Washington, Inc. (the "Company" or the "Disappearing Corporation"), a Delaware corporation and a wholly-owned subsidiary of USOP. Bindery and the Company are sometimes referred to collectively as the "Constituent Corporations."

In consideration of the premises and mutual covenants and agreements contained herein, Bindery and the Company agree as follows:

ARTICLE I

THE MERGER

1.1 Merger of the Company With and Into Bindery.

(a) Agreement to Acquire the Company. Subject to the terms of this Merger Plan, the Company shall be merged with and into Bindery (the "Merger").

(b) Effective Time of the Merger. The Merger shall become effective at the close of business on April 24, 1998, hereinafter referred to as the "Effective Time of the Merger."

(c) Surviving Corporation. At the Effective Time of the Merger, the Company shall be merged into Bindery, and the separate existence of the Company shall thereupon cease. Bindery shall be the surviving entity in the Merger and shall succeed, without other transfer, to all the estate, property, rights, privileges and franchises of the Company and shall assume and become subject to all the debts, liabilities and other obligations of the Company in the same manner as if the Surviving Corporation had itself incurred them.

1.2 Effect of the Merger: Additional Actions.

(a) Effects. The Merger shall have the effects provided therefor by the Oregon Business Corporation Act and the Delaware General Corporation Law. The Surviving Corporation shall assume all of the liabilities of the Disappearing Corporation upon the Effective Time of the Merger.

(b) Additional Actions. If at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable in order to (i) vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Constituent Corporation acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or (ii) otherwise to carry out the purposes

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of this Merger Plan, each Constituent Corporation and its officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, bills of sale, assignments, and assurances and to take and do all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title, and interest in, to and under such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Merger Plan. The officers and directors of the Surviving Corporation are fully authorized in the name of each Constituent Corporation to take any and all such actions.

ARTICLE II

THE CONSTITUENT CORPORATIONS

2.1 Organization of the Company.

(a) Incorporation. The Company was incorporated under the laws of the State of Delaware on May 31, 1972.

(b) Authorized Stock. The Company is authorized to issue an aggregate of 1000 shares of Common Stock, no par value (the "Company Common Stock").

(c) Outstanding Stock. On the date of this Merger Plan, 1000 shares of the Company Common Stock are issued and outstanding, all of which are held of record by USOP.

(d) Vote in Favor of Merger. All of the issued and outstanding shares of the Company Common Stock were voted in favor of the Merger.

2.2 Organization of Bindery.

(a) Incorporation. Bindery was incorporated under the laws of the State of Oregon on May 26, 1988.

(b) Authorized Stock. Bindery is authorized to issue an aggregate of 1000 shares of Common Stock, par value \$.001 (the "Bindery Common Stock").

(c) Outstanding Stock. On the date of this Merger Plan, 1000 shares of Bindery Common Stock are issued and outstanding, all of which are held of record by USOP.

(d) Approval/Vote in Favor of Merger. All of the issued and outstanding shares of Bindery Common Stock were voted in favor of the Merger.

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ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS,
OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Bindery as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until thereafter amended in accordance with the provisions therein and as provided by the Oregon Business Corporation Act.

3.2 Bylaws of Surviving Corporation. The Bylaws of Bindery as in effect immediately prior to the Effective Time of the Merger, shall be the Bylaws of the Surviving Corporation continuing until thereafter amended.

3.3 Officers and Directors of Surviving Corporation. The officers and directors of Bindery immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation, each officer and director to serve until his successor has been elected and qualified.

ARTICLE IV

EFFECT OF THE MERGER ON THE COMMON STOCK OF THE
CONSTITUENT CORPORATIONS

4.1 Conversion of Securities. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the Constituent Entities or any shareholder, the shares of common stock, of each of the Constituent Corporations shall be converted as follows:

(a) Common Stock of the Company. Each issued and outstanding share of the Company Common Stock shall be canceled without consideration.

(b) Common Stock of Bindery. Each issued and outstanding share of Bindery Common Stock shall remain issued and outstanding, and each stock certificate of Bindery evidencing ownership of any such shares shall continue to evidence ownership of such shares of Common Stock in the Surviving Corporation.

ARTICLE V

AMENDMENT/TERMINATION

5.1 Amendment. This Merger Plan may be amended prior to the Effective Time of the Merger by agreement of the respective board of directors of the Constituent Corporations at any time before or after approval hereof by the respective shareholder of the Constituent Corporations; provided,

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however, that after any such approval, no amendment shall be made which by law requires the further approval of the respective shareholder of the Constituent Corporations without obtaining such further approval. This Merger Plan may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5.2 Termination. Notwithstanding the approval of this Merger Plan by the respective shareholder of the Constituent Corporations, this Merger Plan may be terminated by agreement of the respective board of directors of the Constituent Corporations at any time before or after approval hereof by the respective shareholder of the Constituent Corporations but prior to the Effective Time of the Merger.

5.3 Effects of Termination. In the event of the termination of this Merger Plan, this Merger Plan shall forthwith become void, and there shall be no liability on the part of the Constituent Corporations or their respective officers and directors.

ARTICLE VI

GENERAL PROVISIONS

6.1 Counterparts. This Merger Plan may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

6.2 Governing Law. This Merger Plan shall be governed in all respects, including validity, interpretation and effect in Oregon by the laws of the State of Oregon and in Delaware by the laws of the State of Delaware.

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

BINDERY SYSTEMS, INC.,
an Oregon corporation

By: Stuart N. Johnson
Stuart N. Johnson, President

By: William K. Falkson
William K. Falkson, Secretary

**AAA COFFEE SERVICE
OF WASHINGTON, INC.,**
a Delaware Corporation

By: _____
Joseph Manning, Sr., President

Mark D. Director, Secretary

SUPPLEMENT
117577-84

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

BINDERY SYSTEMS, INC.,
an Oregon corporation

By: _____
Stuart N. Johnson, President

By _____
William K. Falkson, Secretary

**AAA COFFEE SERVICE
OF WASHINGTON, INC.,**
a Delaware Corporation

By Joseph R. Manning Sr.
Joseph Manning, Sr., President

Mark D. Director, Secretary

TRADEMARK

REEL: 1773 FRAME: 0659

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

BINDERY SYSTEMS, INC.,
an Oregon corporation

By: _____
Stuart N. Johnson, President

By: _____
William K. Falkson, Secretary

**AAA COFFEE SERVICE
OF WASHINGTON, INC.,**
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