

09-29-1998



100840554

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger **28**
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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01 FC:481
02 FC:482

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25.00 00

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

65049406007628

Name

Fenwick & West LLP, c/o R.J. Heher, Esq.

Address (line 1)

Two Palo Alto Square

Address (line 2)

Suite 800

Address (line 3)

Palo Alto, California 94306

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trade Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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1897367	<input type="text"/>	<input type="text"/>
1897366	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-0261

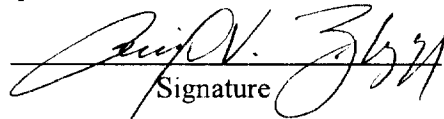
Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Richard V. Zolezzi
Name of Officer Signing


Signature

8/25/98
Date Signed

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 26th day of June, 1998 pursuant to Section 251 of the General Corporation Law of the State of Delaware, among SPL WorldGroup (USA), Inc., a Delaware corporation, SPL WorldGroup Consulting, Inc., a Delaware corporation, SPL WorldGroup Industry Solutions, Inc., a Delaware corporation, and CPL WorldGroup, Inc. a Delaware Corporation (the "Surviving Corporation") (SPL WorldGroup (USA), Inc., SPL WorldGroup Consulting, Inc., and SPL WorldGroup Industry Solutions, Inc. are referred to individually as a "Merged Corporation" and, collectively, as the "Merged Corporations").

WHEREAS, CPL WorldGroup, Inc., SPL WorldGroup Consulting, Inc., and SPL WorldGroup Industry Solutions, Inc., are wholly-owned subsidiaries of SPL WorldGroup (USA), Inc.;

WHEREAS, SPL WorldGroup (USA), Inc. is a wholly-owned subsidiary of SPL WorldGroup B.V.;

WHEREAS, the Merged Corporations and the Surviving Corporation desire to merge into a single corporation, such that the Surviving Corporation is a wholly-owned subsidiary of SPL WorldGroup B.V. with the name "SPL WorldGroup, Inc.;" and

WHEREAS, the registered office of each of the Surviving Corporation and the Merged Corporations in the State of Delaware is located c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, and the name of the registered agent at such address is The Corporation Trust Company.

NOW, THEREFORE, the constituent corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: The Surviving Corporation hereby merges itself into each of the Merging Corporations and each of the Merging Corporations hereby merges itself into the Surviving Corporation, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of the Surviving Corporation as amended to date and as in effect on the date of merger provided for in this Agreement, is amended as follows:

Article "FIRST" is amended to state as follows: "The name of the corporation is SPL WorldGroup, Inc. (the "Corporation")."

THIRD: The manner of converting the outstanding shares of the capital stock of each of the Merged Corporations into the shares or other securities of the Surviving Corporation shall be as follows:

(a) The shares of the Merged Corporations shall not be converted into shares of the Surviving Corporation, but shall be canceled; all shares of the Surviving Corporation held in the

name of SPL WorldGroup (USA), Inc., and all rights in respect thereof shall forthwith be changed and converted into a total of 100 shares of common stock of the Surviving Corporation held in the name of SPL WorldGroup B.V., which shall constitute 100% of the issued and outstanding shares of the Surviving Corporation;

(c) After the effective date of this merger, each holder of an outstanding certificate representing shares of common stock of Merged Corporations shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the Surviving Corporation, if any, on the basis provided herein. Until so surrendered, the outstanding shares of the Merged Corporations to be converted into the stock of the Surviving Corporation as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place. After the effective date of this Agreement, each registered owner of any uncertificated shares of common stock of the Merged Corporations shall have said shares canceled and said registered owner shall be entitled to the number of common shares of the Surviving Corporation on the basis provided herein.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the Surviving Corporation as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon the close of business on July 1, 1998.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of each Merged Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and each Merged Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and of each Merged Corporation, respectively. Each Merged Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of such Merged Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Surviving Corporation and the proper officers and directors of each Merged Corporation are fully authorized in the name of each such Merged Corporation or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this merger filed with the Secretary of State becomes effective. This

Agreement may be amended by the Boards of Directors of the constituent corporations at any time prior to the time that this merger filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

SIXTH: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement of Merger to be executed by the President or Vice President of each party hereto as the respective act, deed and agreement of said party as of the date first written above.

SPL WorldGroup (USA), Inc.,
a Delaware corporation

By: Moshe Mor
Moshe Mor, President

SPL WorldGroup Consulting, Inc.,
a Delaware corporation

By: Moshe Mor
Moshe Mor, Vice President

SPL WorldGroup Industry Solutions, Inc.,
a Delaware corporation

By: Moshe Mor
Moshe Mor, Vice President

CPL WorldGroup, Inc.,
a Delaware corporation

By: Moshe Mor
Moshe Mor, Vice President