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Conveyance Type

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

4-5-99

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Mark if additional names of conveying parties attached

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**Registration Number(s)**

<input type="text" value="1,786,617"/>	<input type="text" value="1,800,719"/>	<input type="text" value="1,786,748"/>
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**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

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Method of Payment:

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Deposit Account

Deposit Account

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

Deposit Account Number:

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Authorization to charge additional fees:

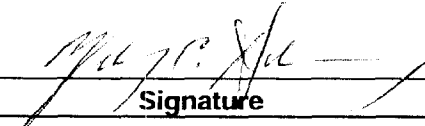
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3-22-99

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Signature

Date Signed



04-05-1999

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**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger, dated as of April 4, 1996 ("Merger Agreement"), between and among VR Acquisition Corporation, a Pennsylvania corporation ("VR Acquisition Corporation"), Virtual Reality Laboratories, Inc., a California corporation ("Virtual Reality"), and Rom Tech, Inc., a Pennsylvania corporation ("Rom Tech:). VR Acquisition Corporation and Virtual Reality are hereinafter sometimes referred to collectively as the "Constituent Corporations".

INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and material covenants and agreements contained herein, the parties to this Merger Agreement hereby agree as follows:

**ARTICLE I**

**The Merger**

**1.1 Merger of Virtual Reality With and Into VR Acquisition Corporation.**

(a) Agreement to Acquire Virtual Reality. Subject to the terms of this Merger Agreement and an Agreement and Plan of Reorganization dated as of April 4, 1996 (the "Reorganization Agreement") between and among VR Acquisition Corporation, Virtual Reality and Rom Tech, Virtual Reality shall be acquired by Rom Tech through a merger ("the Merger") of Virtual Reality into VR Acquisition Corporation. As used herein, the term "Virtual Reality Common Stock" shall mean the common stock of Virtual Reality and the term "Closing" shall mean the closing of the Merger pursuant to the Reorganization Agreement.

(b) Effective Time of the Merger. The Merger shall become effective at such time (the "Effective Time of the Merger") as Articles of Merger, this Merger Agreement and officers' certificates of each Constituent Corporation are filed with the Secretary of State of the Commonwealth of Pennsylvania pursuant to the Pennsylvania Business Corporation Law.

(c) Surviving Corporation. At the Effective Time of the Merger, Virtual Reality shall be merged into VR Acquisition Corporation and the separate corporate existence of Virtual Reality shall cease. VR Acquisition Corporation shall be the surviving corporation (the "Surviving Corporation") in the Merger, and the separate corporate existence of VR Acquisition Corporation, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

## 1.2 Effect of the Merger, Additional Actions.

(a) Effects. The Merger shall have the effects set forth in Section 1929 of the Pennsylvania Business Corporation Law.

(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 (i) to 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 of this Merger Agreement, each Constituent Corporation and its officers and directors shall be deemed to have granted to the Surviving Corporation irrevocable powers 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 Agreement; and each of 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 Virtual Reality.

(a) Incorporation. Virtual Reality was incorporated under the laws of the State of California on April 17, 1989 .

(b) Authorized Stock. Virtual Reality is authorized to issue an aggregate of One Million (1,000,000) shares of Common Stock ("Virtual Reality Common Stock").

(c) Outstanding Stock. On the date hereof, 319,753 shares of Virtual Reality Common Stock are outstanding.

#### 2.2 Organization of VR Acquisition Corporation.

(a) Incorporation. VR Acquisition Corporation was incorporated under the laws of the Commonwealth of Pennsylvania on March 1, 1996.

(b) Authorized Stock. VR Acquisition Corporation is authorized to issue an aggregate of 1,000 common shares, \$.01 par value per share ("Subsidiary Stock").

(c) Outstanding Stock. On the date hereof, an aggregate of 1,000 shares of Subsidiary Stock are outstanding. All of the outstanding shares of Subsidiary Stock are owned by Rom Tech.

### ARTICLE III

#### Articles of Incorporation, Bylaws and Directors and Officers of the Surviving Corporation

3.1 Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of VR Acquisition Corporation in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and by such Articles of Incorporation.

3.2 Bylaws of Surviving Corporation. The Bylaws of VR Acquisition Corporation in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

3.3 Officers and Directors of Surviving Corporation. The directors of VR Acquisition Corporation immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation until their successors shall have been elected and qualified or until otherwise provided by law. The officers of VR Acquisition Corporation immediately prior to the Effective Time of the Merger shall be the officers of Surviving Corporation and shall serve at the discretion of the Board of Directors of the Surviving Corporation, until such time as the Board of Directors of the Surviving Corporation effectuate a change in the officers thereof.

### ARTICLE IV

#### Effect of the Merger on the Capital Stock of the Constituent Corporations; Exchange of Certificates

4.1 Effect on Capital Stock. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holders of any shares of Virtual Reality Common Stock:

(a) Capital Stock of VR Acquisition Corporation. All issued and outstanding shares of capital stock of VR Acquisition Corporation shall continue to be issued and outstanding and shall constitute, immediately following the Effective Time of the Merger, the issued and outstanding capital stock of Surviving Corporation. Each stock certificate of VR Acquisition Corporation evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(b) Cancellation of Virtual Reality Common Stock. All shares of Virtual Reality Common Stock that are owned directly or indirectly by Virtual Reality shall be canceled, and no stock of Virtual Reality or other consideration shall be delivered in exchange therefor.

(c) Conversion of Virtual Reality Common Stock. Each issued and outstanding share of Virtual Reality Common Stock (other than shares to be canceled pursuant to Section 4.1(b) hereof and shares, if any, held by persons exercising and perfecting their appraisal rights in accordance with Chapter 13 of the California General Corporation Law ("Dissenting Shares")) shall be converted, without any action on the part of the holders thereof, into 3.773633 shares of Rom Tech Common Stock (hereinafter referred to as the "Exchange Ratio").

Hereinafter, the "Exchange Ratio," whether in fraction or decimal form, shall represent the number of shares of Rom Tech Common Stock to be exchanged for each outstanding share of Virtual Reality Common Stock at the Effective Time of the Merger (other than Dissenting Shares).

(d) Appraisal Rights. If holders of Virtual Reality Common Stock are entitled to appraisal rights in connection with the Merger under Chapter 13 of the California General Corporation Law, any Dissenting Shares shall not be converted into Rom Tech Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of California. Rom Tech Common Stock otherwise issuable to persons exercising and perfecting said appraisal rights shall be retained by Surviving Corporation.

(e) Fractional Shares. No fractional shares of Rom Tech Common Stock shall be issued. In lieu of the issuance of fractional shares, the aggregate number of shares of Rom Tech Common Stock to be issued to each Virtual Reality shareholder shall be rounded to the nearest whole number of shares of Rom Tech Common Stock, with any half shares rounded up to the next integer.

(f) Options. At the Effective Time of the Merger, Rom Tech shall assume the options to purchase Virtual Reality Common Stock referenced in Section 2.5 of the Reorganization Agreement (collectively the "Company Options") on the basis set forth in this

Section 4.1(f) and the Reorganization Agreement. The Company Options will be assumed by substituting therefor an option issued pursuant to Rom Tech's 1995 Amended and Restated Stock Option Plan ("Rom Tech Option Plan"). Each substituted option for each Virtual Reality Option being assumed will be pursuant to an option agreement between Rom Tech and each optionee and will:

- (i) be of the same type (incentive stock option or nonstatutory stock option);
- (ii) have the same remaining term;
- (iii) have the same vesting schedule and vesting commencement date;
- (iv) be exercisable for a number of shares of Rom Tech Common Stock equal to the Exchange Ratio multiplied by the number of shares of Virtual Reality Common Stock subject to such assumed Virtual Reality Option; and
- (v) have an exercise price per share equal to the exercise price per share of the assumed Virtual Reality Option divided by the Exchange Ratio, with any fractions of a cent rounded to the nearest cent and any half-cents rounded up to the next cent.

If the foregoing calculation results in a substituted option being exercisable for a fraction of a share, then the number of shares of Rom Tech Common Stock subject to such option will be rounded to the nearest whole number (with any half share rounded up), with no cash being payable for such fractional share.

#### 4.2 Exchange of Certificates.

(a) Exchange Procedures. At or promptly after the Closing, certificates that immediately prior to the Effective Time of the Merger represented outstanding shares of Virtual Reality Common Stock (the "Common Stock Certificates") whose shares are being converted into Rom Tech Common Stock pursuant to Section 4.1(c) of this Merger Agreement and the Reorganization Agreement, shall be surrendered for cancellation and termination in the Merger pursuant to instructions to be provided by Rom Tech. Upon surrender of a certificate for cancellation, each such certificate shall be canceled and, simultaneously with such cancellation, a new certificate for shares of Rom Tech Common Stock, representing the number of shares of Rom Tech Common Stock into which the shares of Virtual Reality Common Stock formerly represented by such certificate shall have been converted in the Merger, shall be issued to the holder thereof. From and after the Effective Time of the Merger, each certificate which prior to the Effective Time of the Merger represented shares of Virtual Reality Common Stock shall be deemed to represent only the right to receive the certificates of Rom Tech Common Stock contemplated by the preceding

sentence, and the holder of each such certificate shall cease to have any rights with respect to the shares of Virtual Reality Common Stock formerly represented thereby, except as otherwise provided herein or by law.

(b) Restrictive Legend. Each share of Rom Tech Common Stock issued pursuant to Section 4.1(c) hereof shall bear on the face thereof a legend reading substantially as follows:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws and may not be offered, sold or otherwise transferred in the absence of such registration or an exemption therefrom under said Act and any applicable state securities laws or, unless in the opinion of counsel, in form and substance satisfactory to the issuer, such offer, sale or other transfer is exempt from registration or is otherwise in compliance with the Act and such laws. The transfer of these shares is also subject to certain restrictions set forth in a Registration Rights Agreement dated as of \_\_\_\_\_, 1996, a copy of which is available for inspection at the offices of Rom Tech, Inc., or Rom Tech, Inc. will furnish, without charge, a copy thereof to the holder of this certificate upon written request therefor."

(c) Payments of Dividends With Respect to Unexchanged Shares. No dividends on Rom Tech Common Stock shall be paid to the holder of any unsurrendered Certificate until the holder of record of such Certificate shall surrender such Certificate. Subject to the effect, if any, of applicable escheat and other laws, following surrender of any Certificate, there shall be delivered to the person entitled thereto without interest, the amount of dividends paid with respect to the Rom Tech Common Stock so withheld as of any date subsequent to the Effective Time of the Merger and prior to such date of delivery.

(d) No Further Ownership Rights in Virtual Reality Common Stock. All Virtual Reality Common Stock delivered upon the surrender for exchange of shares of Virtual Reality Common Stock in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of Virtual Reality Common Stock. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Virtual Reality Common Stock that were outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article IV.



## ARTICLE V

### Termination

5.1 Termination by Mutual Agreement. Notwithstanding the approval of this Merger Agreement by the shareholders of Virtual Reality, this Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of Rom Tech, Virtual Reality and VR Acquisition Corporation.

5.2 Termination of Agreement and Plan of Reorganization. Notwithstanding the approval of this Merger Agreement by the shareholders of Virtual Reality, this Merger Agreement shall terminate forthwith if the Reorganization Agreement is terminated as provided therein.

5.3 Effects of Termination. In the event of the termination of the Reorganization Agreement, this Merger Agreement shall become void and there shall be no liability on the part of either Rom Tech or Virtual Reality or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

## ARTICLE VI

### General Provisions

6.1 Amendment. This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Virtual Reality, but after such approval, no amendment shall be made that by law requires the further approval of shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

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

6.3 Governing Law. This Merger Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Commonwealth of Pennsylvania.

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

ROM TECH, INC.

By: \_\_\_\_\_

Joseph A. Falsetti,  
Chief Executive Officer

VR ACQUISITION CORPORATION

By: \_\_\_\_\_

Joseph A. Falsetti, President

VIRTUAL REALITY LABORATORIES,  
INC.

By: \_\_\_\_\_

*Lance H. Woeltjen*  
Lance H. Woeltjen, President