



06-25-1999



DEPARTMENT OF COMMERCE
Patent and Trademark Office

GPA0233

TRADEMARK 101074662

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

<p>1. Name of Conveying party(ies): Brandt, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State Wisconsin <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>De La Rue Systems Americas Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>308 29th Street NE</u> <u>P.O. Box 2028</u></p> <p>City: <u>Cedar Rapids</u></p> <p>State/Country: <u>Iowa</u> ZIP: <u>52406</u></p> <p><input type="checkbox"/> Individual citizenship: _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>Massachusetts</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from assignment.)</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution date: _____ Effective Date: <u>March 31, 1998</u></p>	


4. Application number(s) or registration number(s):	
A. Trademark Application No(s).	B. Trademark registration No(s). <u>1,777,741</u>
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be sent:</p> <p>Ronald E. Shapiro Vorys, Sater, Seymour and Pease LLP 1828 L Street N.W. 11th Floor Washington, D.C. 20036-5109</p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR §3.41): \$ <u>40</u></p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge any deficiency in enclosed fee to deposit account <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>B. Deposit account number: <u>22-0585</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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9. 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.

Ronald E. Shapiro  June 22, 1999

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 6

RECEIVED

MAR 26 1998

WISCONSIN
DFI

ARTICLES OF MERGER

Domestic Stock (For Profit) Corporation
with
Foreign (Licensed or Nonlicensed) Corporation

These Articles of Merger are executed by the undersigned pursuant to Sections 180.1105 and 180.1107 of the Wisconsin Business Corporation Law:

I. The name(s) and respective state(s) of incorporation of the merging (non-surviving) corporation(s) is/are:

Brandt, Inc. - Wisconsin

II. The name (prior to any change effected by the merger) and state of incorporation of the surviving corporation is:

De La Rue Systems Americas Corporation - Massachusetts

III. The adopted Plan of Merger (the "Plan") is attached as Exhibit A.

IV. The Plan was approved by each foreign corporation that is a party to the merger, in accordance with the laws of the state under which it was incorporated.

V. The Plan was approved by each domestic corporation that is a party to the merger in accordance with ~~(s. 180.1103)~~ or (s. 180.1104), Wis. Stat. (Delete one.)

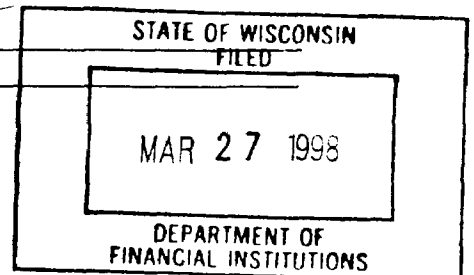
VI. (Optional) These Articles of Merger, when filed, shall be effective: ~~(at the time and date set by sec. 180.0123(1), Wis. Stat.)~~ OR (as of March 31, 1998) (Delete one.)

Executed by the surviving corporation on behalf of all parties to the merger on this 23rd day of March, 1998.

DE LA RUE SYSTEMS AMERICAS CORPORATION

(Seal)

By: [Signature]
Joseph P. Patten - President
(Name and Title)



This document drafted by: Adolph A. Romei

SEE REVERSE SIDE FOR FEES AND INSTRUCTIONS

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER
BRANDT, INC.
INTO DE LA RUE SYSTEMS AMERICAS CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated this 23rd day of March, 1998 pursuant to Section 78 of the Massachusetts Business Corporation Law and Section 180.1104 of the Wisconsin Business Corporation Law between De La Rue Systems Americas Corporation, a Massachusetts corporation and Brandt, Inc., a Wisconsin corporation.

WITNESSETH THAT:

WHEREAS, Brandt, Inc., a Wisconsin corporation (sometimes referred to herein as "Brandt") is a wholly owned subsidiary of De La Rue Systems Americas Corporation, a Massachusetts corporation (sometimes referred to as the "Surviving Corporation"); and

WHEREAS, the directors of De La Rue Systems Americas Corporation have determined that Brandt should be merged into De La Rue Systems Americas Corporation, leaving De La Rue Systems Americas Corporation as the surviving corporation,

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that Brandt, Inc. shall be merged into De La Rue Systems Americas Corporation, a Massachusetts corporation, which shall be the Surviving Corporation and the terms and conditions of such merger and the mode of carrying the merger into effect are and shall be as follows:

FIRST: De La Rue Systems Americas Corporation, a Massachusetts corporation, shall merge into itself Brandt, Inc., a Wisconsin corporation, and said Brandt, Inc. shall, at the Effective Date (as herein defined) merge into the Surviving Corporation.

SECOND: The Articles of Incorporation of De La Rue Systems Americas Corporation in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and such Articles of Incorporation.

THIRD: The manner of converting the outstanding shares of the capital stock of the constituent corporations shall be as follows:

Each share of the issued and outstanding common stock of Brandt, Inc. shall be surrendered to the Surviving Corporation and canceled of record without consideration. Each share of the issued

and outstanding common stock of the Surviving Corporation which shall be issued and outstanding on the Effective Date of the merger shall remain issued and outstanding and shall constitute the sole issued and outstanding stock of the Surviving Corporation.

FOURTH: The office of the Surviving Corporation shall be principally located at 308 29th Street NE, P.O. Box 2028, Cedar Rapids, Iowa 52406-3028. The registered agent for the Surviving Corporation shall be CT Corporation System.

FIFTH: The total number of shares of stock which the Surviving Corporation shall be authorized to issue is 100 common shares of the par value of \$1.00. All such shares are designated common stock and are of one and the same class, shall have full voting powers and equal rights of participation in dividends and assets of the Surviving Corporation and shall be non-assessable.

SIXTH: The By-laws of the Surviving Corporation, as they shall exist on the effective date of this merger, shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended, or repealed by the shareholders as therein provided.

SEVENTH: The directors and officers of the Surviving Corporation as of the effective date shall continue in office until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

EIGHTH: This merger shall be effective as of 11:59 p.m. (Eastern Standard Time) on March 31, 1998 (herein referred to as the "Effective Date").

NINTH: Upon the merger becoming effective, all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the merged corporations shall be transferred to, vested in, and devolve upon the Surviving Corporation without further act or deed and all property, rights, and other interests of the Surviving Corporation and the merged corporations shall be as effectively the property of the Surviving Corporation as they were the Surviving Corporation and the merged corporations respectively. Brandt 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 action 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 Brandt 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 Brandt and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Brandt or otherwise to take any and all such action. For all purposes, on the Effective Date the separate existence of Brandt, except insofar as they be continued by statute, shall cease. The corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate identities, existences, purposes, powers, objects, franchises, rights, and immunities of Brandt shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

TENTH: The Surviving Corporation may be served with process in the State of Wisconsin in any proceeding for enforcement of any obligation of Brandt, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Wisconsin Business Corporation Law; and it does hereby irrevocably appoint the Wisconsin Department of Financial Institutions as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Wisconsin Department of Financial Institutions is 308 29th Street NE, P.O. Box 2028, Cedar Rapids, Iowa 52406-3028, until the Surviving Corporation shall have hereafter designated in writing to the said Wisconsin Department of Financial Institutions, a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Wisconsin Department of Financial Institutions duplicate copies of such process, one of which copies the Wisconsin Department of Financial Institutions shall forthwith send by Registered Mail to the Surviving Corporation at the above address.

ELEVENTH: The Surviving Corporation shall pay all expenses of carrying this agreement of merger into effect and of accomplishing the merger.

TWELFTH: 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 anytime prior to the Effective Date. The agreement may be amended by the Board of Directors of the constituent corporations at anytime prior to the Effective Date.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors have caused these presents to be executed by the President of each party hereto as the respective act and deed and agreement of each of said corporations on this 23rd day of March, 1998.

DE LA RUE SYSTEMS AMERICAS CORPORATION, a Massachusetts Corporation

By: _____


Joseph Patten, President

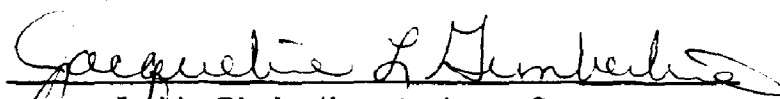
BRANDT, INC., a Wisconsin Corporation

By: _____


Joseph Patten, President

I, Jackie Gimberline, Assistant Secretary of Brandt, Inc., a corporation organized and existing under the laws of the State of Wisconsin, hereby certify, as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of said corporation and having been signed on behalf of De La Rue Systems Americas Corporation, a Massachusetts corporation, was duly adopted pursuant to Section 180.1103 of the Wisconsin General Business Corporation Law by the unanimous written consent of the sole stockholder of the corporation holding all of the shares issued and outstanding which Agreement of Merger was thereby adopted as the act of the stockholder of said Brandt, Inc., and the duly adopted agreement and act of said corporation.

WITNESS my hand this 23rd day of March, 1998.


Jackie Gimberline, Assistant Secretary

