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08-26-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101108015

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

1. Name of conveying party(ies):

TEK Communication Services
Incorporated

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

4-19-99

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 23, 1998

Name and address of receiving party(ies)

e: TEK Industries, Inc.

Postal Address:

6 Progress Drive

Street Address:

City: Manchester State: CT ZIP: 06040-228

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/474,587

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John C. Hilton

Internal Address: (Our File No. 3019-41)

McCormick, Paulding & Huber LLP

CityPlace II

Street Address: 185 Asylum Street

City: Hartford State: CT ZIP: 06103-4102

05/06/1999 DNGUYEN 00000034 75474587

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0235

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

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NO SRES
Fee

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.

John C. Hilton

Name of Person Signing

John C. Hilton
Signature

4/15/99
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments TRADEMARK

REEL: 001920 FRAME: 0403

CERTIFICATE OF OWNERSHIP AND MERGER

OF

TEK DATA TECHNOLOGIES, INC.
[A Connecticut Corporation]

TEK ELECTRONICS MANUFACTURING CORPORATION
[A Delaware Corporation]

AND

TEK COMMUNICATION SERVICES INCORPORATED
[A Delaware Corporation]

INTO

TEK INDUSTRIES, INC.
[A Delaware Corporation]

In accordance with § 33-819 of the Connecticut General Statutes and § 8-253 of the Delaware General Statutes, the undersigned corporations hereby adopt the following Certificate of Ownership and Merger for the purpose of merging them into one of such corporations:

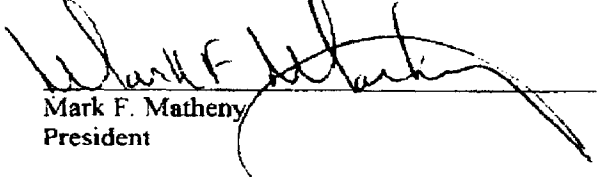
FIRST: An Agreement and Plan of Merger was approved and adopted by the Board of Directors of each of the undersigned corporations in the manner prescribed by § 33-819 of the Connecticut General Statutes and by § 8-253 of the Delaware General Statutes. A copy of the Agreement and Plan of Merger is attached hereto as Schedule A and incorporated herein with the same force and effect as though set forth herein.

SECOND: Shareholder approval of this merger was not required since TEK Industries, Inc. owns one hundred percent (100%) of each of the other corporations; namely, TEK Data Technologies, Inc.; TEK Electronics Manufacturing Corporation; and TEK Communication Services Incorporated.

THIRD: By resolutions adopted by its Board of Directors on March 23, 1998, TEK Industries, Inc., the parent corporation, has determined to merge Data Technologies, Inc., TEK Electronics Manufacturing Corporation, and TEK Communication Services Incorporated, all of which are wholly-owned subsidiaries of TEK Industries, Inc., into itself, with TEK Industries, Inc. being the surviving corporation. A true copy of said resolutions is attached hereto as Schedule B and incorporated herein with the same force and effect as though set forth herein.

Dated at Manchester, Connecticut, this 23rd day of March, 1998.

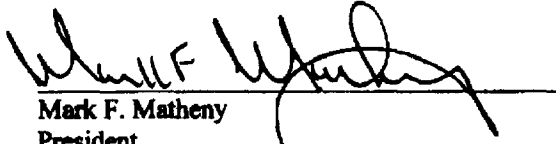
TEK INDUSTRIES, INC.


Mark F. Matheny
President

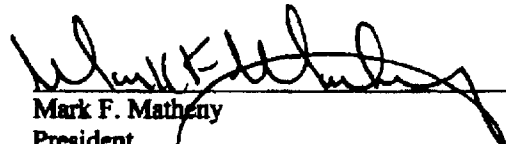
TEK DATA TECHNOLOGIES, INC.


Mark F. Matheny
President

TEK ELECTRONICS MANUFACTURING CORPORATION


Mark F. Matheny
President

TEK COMMUNICATION SERVICES INCORPORATED


Mark F. Matheny
President

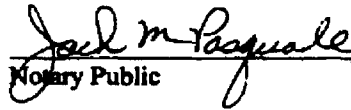
STATE OF CONNECTICUT

} ss. MANCHESTER

COUNTY OF HARTFORD

I, JACK M PASQUALE, a notary public, do hereby certify that on this 23rd day of March, 1998, personally appeared before me, Mark F. Matheny, who, being duly sworn, declared that he is the President of TEK Data Technologies, Inc., that he signed the foregoing document as President of TEK Data Technologies, Inc., and that the statements contained therein are true and correct to the best of his knowledge and belief.

JACK M. PASQUALE
NOTARY PUBLIC
My Commission Expires Aug. 31, 2000


Notary Public

STATE OF CONNECTICUT

} ss. MANCHESTER

COUNTY OF HARTFORD

I, JACK M. PASQUALE, a notary public, do hereby certify that on this 23rd day of March, 1998, personally appeared before me, Mark F. Matheny, who, being duly sworn, declared that he is the President of TEK Electronics Manufacturing Corporation, that he signed the foregoing document as President of TEK Electronics Manufacturing Corporation, and that the statements contained therein are true and correct to the best of his knowledge and belief.

JACK M. PASQUALE
NOTARY PUBLIC
My Commission Expires Aug. 31, 2000


Notary Public

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. MANCHESTER

I, JACK M. PASQUALE, a notary public, do hereby certify that on this 23rd day of March, 1998, personally appeared before me, Mark F. Matheny, who, being duly sworn, declared that he is the President of TEK Communication Services Incorporated, that he signed the foregoing document as President of TEK Communication Services Incorporated, that the statements contained therein are true and correct to the best of his knowledge and belief.

JACK M. PASQUALE
NOTARY PUBLIC
My Commission Expires Aug. 31, 2000 Jack M Pasquale
Notary Public

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. MANCHESTER

I, JACK M. PASQUALE, a notary public, do hereby certify that on this 23rd day of March, 1998, personally appeared before me, Mark F. Matheny, who, being duly sworn, declared that he is the President of TEK Industries, Inc., that he signed the foregoing document as President of TEK Industries, Inc., and that the statements contained therein are true and correct to the best of his knowledge and belief.

JACK M. PASQUALE
NOTARY PUBLIC
My Commission Expires Aug. 31, 2000 Jack M Pasquale
Notary Public

SCHEDULE A

AGREEMENT AND PLAN OF MERGER

OF

TEK DATA TECHNOLOGIES, INC.
[A Connecticut Corporation]

TEK ELECTRONICS MANUFACTURING CORPORATION
[A Delaware Corporation]

AND

TEK COMMUNICATION SERVICES INCORPORATED
[A Delaware Corporation]

INTO

TEK INDUSTRIES, INC.
[A Delaware Corporation]

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 23 day of March, 1998, by and among TEK Data Technologies, Inc. ("TEK Data"), a Connecticut corporation, TEK Electronics Manufacturing Corporation ("TEK Electronics"), a Delaware corporation, TEK Communication Services Incorporated ("TEK Communication"), a Delaware Corporation, and TEK Industries, Inc. ("TEK Industries"), a Delaware Corporation, and their respective directors.

WITNESSETH:

WHEREAS, TEK Industries is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on March 27, 1990, and having a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and its principal place of business at 6 Progress Drive, Manchester, CT 06040 (hereinafter sometimes referred to as the "Parent Company"); and,

WHEREAS, TEK Data is a corporation duly organized and existing under the laws of the State of Connecticut, having been incorporated on September 6, 1994, and having its principal place of business at 6 Progress Drive, Manchester, CT 06040 (hereinafter sometimes referred to as a "Subsidiary Company"), with authority to issue twenty thousand (20,000) shares of common, voting stock with a par value of One Dollar (\$1.00) per share and having one thousand (1,000) shares of common, voting stock with a par value of One Dollar (\$1.00) per share issued and outstanding as of the date hereof, all of which shares are owned by the Parent Company; and,

WHEREAS, TEK Electronics is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on March 27, 1990, and having a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and its principal place of business at 6 Progress Drive, Manchester, CT 06040, (hereinafter sometimes referred to as a "Subsidiary Company"), with authority to issue five-thousand (5,000) shares of common, voting stock with no-par value and having one hundred

shares of common, voting stock with no-par value issued and outstanding as of the date hereof, all of which shares are owned by the Parent Company; and,

WHEREAS, TEK Communication is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on March 27, 1990, and having a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and its principal place of business at 6 Progress Drive, Manchester, CT 06040 (hereinafter sometimes referred to as a "Subsidiary Company"), with authority to issue three-thousand (3,000) shares of common, voting stock with a par value of One Cent (1¢) per share and having one hundred shares of common, voting stock with a par value of One Cent (1¢) per share issued and outstanding as of the date hereof, all of which shares are owned by the Parent Company; and,

WHEREAS, the Parent Company and each of the Subsidiary Companies desire to merge into a single corporation, and the directors of the Parent Company and each of the Subsidiary Companies have determined that it is advisable that the Subsidiary Companies, individually and collectively, be merged into the Parent Company on such terms and conditions as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants herein contained, the parties hereto do hereby adopt this Agreement and Plan of Merger and do hereby agree as follows:

FIRST: On the effective date of this Agreement and Plan of Merger (hereinafter referred to as "Agreement"), each of the Subsidiary Companies shall be merged into the Parent Company, together with all their properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers and franchises, of a public as well as of a private nature, exemptions and immunities, subject, however, to any liens, mortgages or charges thereon. Such distribution of the assets of each Subsidiary Company shall be in complete redemption of all outstanding capital stock of such Subsidiary Company. From and after the effective date of this Agreement, all such properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers and franchises of a public as well as of a private nature, exemptions and immunities shall be vested in the Parent Company by virtue of this Agreement and without any other instrument, and shall thereupon be as effectually properties of the parent Company as they were formerly of the respective Subsidiary Companies, and all rights of all creditors of any Subsidiary Company, and all liens, mortgages or charges on property of any Subsidiary Company, shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant, appropriation or otherwise vested in any Subsidiary Company shall not revert or be in any way impaired by reason of this Agreement or anything done by virtue hereof, but shall be vested in the Parent Company by virtue of this Agreement.

SECOND: On and after the effective date of this Agreement, the Parent Company shall, and hereby does, assume liability for all contracts, deeds of trust, indentures, debts, obligation of any kind, liabilities and duties incurred by any Subsidiary Company, and all such contracts, deeds of trust, indentures, debts, obligation of any kind, liabilities and duties that were incurred by any Subsidiary Company prior to such effective date shall, on and after such effective date, attach to the Parent Company and be enforceable against it and its properties to the same extent as if incurred or contracted by it.

THIRD: On and after the effective date of this Agreement, all leases under which the Parent Company is then operating any of the properties of any Subsidiary Company shall be deemed to be canceled and terminated by virtue of this Agreement. Also, on and after the effective date of this Agreement, all debts

and obligations, accrued or contingent, open account or otherwise, between the Parent Company and any Subsidiary Company shall be deemed to be canceled or discharged by virtue of this Agreement.

FOURTH: The name of the company that is to survive the foregoing merger is TEK Industries, Inc., the Parent Company. No change is to be made by the foregoing merger in its certificate of incorporation, bylaws, or capitalization. It will continue to exist, after the foregoing merger, as a corporation incorporated under the laws of the State of Delaware, and under its original certificate of incorporation, and present bylaws. A copy of its original certificate of incorporation is attached hereto as Exhibit A and incorporated herein with the same force and effect as though set forth herein. No subsequent amendments have been made to its original certificate of incorporation. The Parent Company will continue, after the merger, to have authority to issue a single class of capital stock, i.e., common voting stock with a par value of One Cent (1¢) per share. Its registered office will continue to be located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801; its principal place of business will continue to be located at 6 Progress Drive, Manchester, Connecticut 06040; and, its resident agent for service of process will continue to be The Corporation Trust Company, 1209 Orange Street in the City of Wilmington, County of New Castle, State of Delaware. The sole director of the Parent Company (who shall, according to the bylaws, hold his office until the annual meeting of the stockholders next following his election or until his successor shall have been elected and shall qualify, or until his death, resignation or removal) is Mark F. Matheny, 164 Fern Street, Manchester, Connecticut 06040. If, prior to the effective date of this Agreement, any person designated herein as a director of the Parent Company is unwilling or unable to continue to serve in such capacity after the effective date of this Agreement, then the Parent Company reserves the right to designate a substitute for such person as such director.

FIFTH: On the effective date of this Agreement, the separate existence of TEK Data, TEK Electronics, and TEK Communications (the "Subsidiary Companies") shall cease and their capital stock shall be canceled as soon as possible thereafter.

SIXTH: This Agreement shall not become effective unless and until the same has been approved by the director or directors of each of the parties hereto. Once this Agreement has been approved by the director or directors of each of the parties hereto, then this Agreement shall take effect as of the later of (1) 12 o'clock midnight of the day on which counterparts of this Agreement, duly certified, acknowledged and authenticated, in accordance with the laws of the State or States of incorporation of each of the parties hereto, shall be filed in the office of the Secretary of the State, State of Connecticut, and the office of the Secretary of State, State of Delaware, or (2) 12 o'clock midnight on the 31st day of March, 1998.

SEVENTH: Because the Parent Company owns one hundred percent (100%) of the issued and outstanding common, voting stock of each of the Subsidiary Companies, the approval of the shareholders of neither the Parent Company nor any of the Subsidiary Companies is required under the laws of the State of Connecticut and the laws of the State of Delaware,

EIGHTH: Anything to the contrary notwithstanding, if the Board of Directors of the Parent Company, in its sole discretion, shall determine, at any time prior to the filing of counterparts of this Agreement with the various state officials contemplated by paragraph sixth hereof, that, for any reason satisfactory to such Board of Directors, it is inadvisable or impractical to consummate this Agreement, such Board of Directors, without action or approval by stockholders of any of the Subsidiary Companies, may abandon or refrain from making this Agreement effective, and in such case this Agreement shall not be filed or recorded, and shall be void and of no effect.

NINTH: The Parent Company shall pay all expenses and taxes incident to carrying this Agreement into effect.

TENTH: The Parent Company hereby appoints the Secretary of the State of Connecticut as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of TEK Data, a Connecticut corporation, which is a party to the merger.

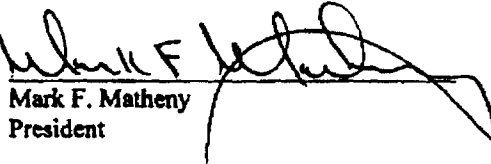
ELEVENTH: The Parent Company agrees that it will promptly pay to dissenting shareholders, if any, of TEK Data, a Connecticut corporation, the amount, if any, to which they are entitled under §§ 33-855 to 33-872, inclusive, of the Connecticut General Statutes.

TWELFTH: For the convenience of the parties hereto and in order to facilitate the filing and recording of this Agreement, any number of counterparts thereof may be executed, and each such executed counterpart shall be deemed an original instrument.

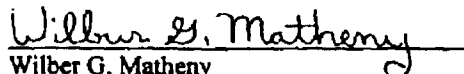
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective corporate names by their respective presidents and attested by their respective secretaries and to have their respective corporate seals affixed hereto, and each director of each of the parties hereto has acknowledged and accepted this Agreement by subscribing their names hereto, all as of the day and year first above written.

[CORPORATE SEAL]

TEK INDUSTRIES, INC.


Mark F. Matheny
President

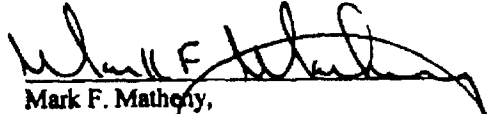
ATTESTED:


Wilber G. Matheny
Secretary

ACKNOWLEDGMENT AND APPROVAL BY Board of Directors

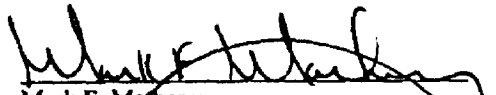
I, Mark F. Matheny, the sole director of TEK Industries, Inc., hereby acknowledge receipt of the foregoing Agreement and Plan of Merger, and I hereby approve of such merger in all respects and in the form submitted.

Dated at Manchester, Connecticut, this 23 day of March, 1998.

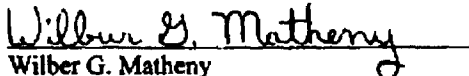

Mark F. Matheny,
Sole Director,
TEK Industries, Inc.

[CORPORATE SEAL]

TEK DATA TECHNOLOGIES, INC.


Mark F. Matheny
President

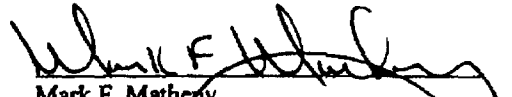
ATTESTED:


Wilber G. Matheny
Secretary

ACKNOWLEDGMENT AND APPROVAL BY Board of Directors

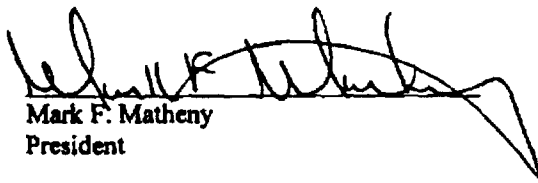
I, Mark F. Matheny, the sole director of TEK Data Technologies, Inc., hereby acknowledge receipt of the foregoing Agreement and Plan of Merger, and I hereby approve of such merger in all respects and in the form submitted.

Dated at Manchester, Connecticut, this 23 day of March, 1998.



Mark F. Matheny,
Sole Director,
TEK Data Technologies, Inc.

[CORPORATE SEAL]

TEK ELECTRONICS MANUFACTURING
CORPORATION


Mark F. Matheny
President

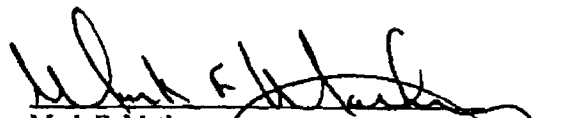
ATTESTED:


Wilber G. Matheny
Secretary

ACKNOWLEDGMENT AND APPROVAL BY Board of Directors

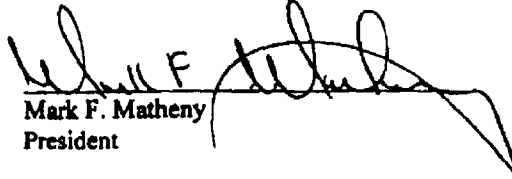
I, Mark F. Matheny, the sole director of TEK Electronics Manufacturing Corporation, hereby acknowledge receipt of the foregoing Agreement and Plan of Merger, and I hereby approve of such merger in all respects and in the form submitted.

Dated at Manchester, Connecticut, this 23 day of March, 1998.

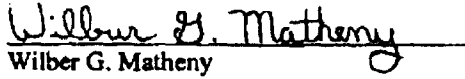

Mark F. Matheny,
Sole Director,
TEK Electronics Manufacturing Corporation

[CORPORATE SEAL]

TEK COMMUNICATION SERVICES
INCORPORATED


Mark F. Matheny
President

ATTESTED:


Wilber G. Matheny
Secretary

ACKNOWLEDGMENT AND APPROVAL BY Board of Directors

I, Mark F. Matheny, the sole director of TEK Communication Services Incorporated, hereby acknowledge receipt of the foregoing Agreement and Plan of Merger, and I hereby approve of such merger in all respects and in the form submitted.

Dated at Manchester, Connecticut, this 23 day of March, 1998.


Mark F. Matheny,
Sole Director,
TEK Communication Services Incorporated

SCHEDULE B

TEK INDUSTRIES, INC.

CONSENT IN LIEU OF MEETING OF DIRECTORS

WITNESSETH:

WHEREAS, at a special meeting of the Board of Directors of TEK Industries, Inc., held on October 7, 1997, it was resolved and agreed that all subsidiaries of TEK Industries, Inc. (namely, TEK Data Technologies, Inc.; TEK Electronics Manufacturing Corporation; and TEK Communication Services Incorporated) will merge with TEK Industries, Inc., such merger to be complete for the fiscal year ending March 31, 1998; and,

WHEREAS, counsel for the Corporation has prepared an Agreement and Plan of Merger by and among TEK Industries, Inc. and its subsidiaries ("Agreement") and has presented the Agreement to the Board of Directors for review and approval; and,

WHEREAS, counsel for the Corporation has prepared various other documents relating to the merger of TEK Industries, Inc. and its subsidiaries (namely, a Certificate of Ownership and Merger and a form for the consent of the merger by the Corporation's sole shareholder);

NOW, THEREFORE, the undersigned, constituting the entire Board of Directors of TEK Industries, Inc. (the "Corporation"), a Delaware corporation, pursuant to Section 8-253 of the Delaware General Statutes, does hereby unanimously agree and consent to the following actions:

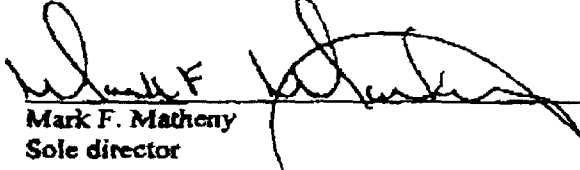
RESOLVED, that the Agreement and Plan of Merger by and among TEK Industries, Inc. and its subsidiaries, as presented, is approved in all respects and in the form submitted. A copy of the Agreement and Plan of Merger is attached to this resolution.

FURTHER RESOLVED, that the Certificate of Ownership and Merger and the form for the consent of the merger by the Corporation's sole shareholder, as presented, is approved in all respects and in the form presented. A copy of each such document is attached to this resolution.

FURTHER RESOLVED, that the director and officers of the Corporation are authorized to take such actions, and to execute, deliver, and file such documents, as are necessary in carrying out the Agreement and Plan of Merger.

The action taken by this Consent shall have the same force and effect as if taken at a meeting of the Board of Directors of the Corporation duly called and constituted pursuant to the laws of the State of Delaware, and the President is hereby directed to file the same with the minutes of the proceedings of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto signed my name this 23 day of March, 1998.


Mark F. Matheny
Sole director

TOTAL P.03