09-01-1999 U.S. DEPARTMENT OF COMMERCE Form PTO-1594 RE Patent and Trademark Office 1-31-92 101134239 and address of receiving party To the Honorable Commissioner of Pater original documents Or COMPY DEFE Name of conveying party(ies): New dpiX LLC Name: Dpix LLC AUG 26 ☐ Association Individuals Internal Address: General Partnership -Limited Partnership Street Address: 1 Corporate Comi Corporation-State Other - Delaware Limited Liability Company City: Newcastle State: Delaware ZIP: 19720 Additional name(s) of conveying party(ies) attached?

Yes

No Individual(s) citizenship_ 8-26-9 Association Nature of conveyance: General Partnership Limited Partnership_ ☐ Assignment Corporation- \Box ☐ Change of Name Security Interest Other - Delaware Limited Liability Company × Other If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes 🖾 No Execution Date: July 6, 1999 (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? ☐ Yes 4. Application number(s) or registration number(s): Trademark Registration No.(s)\ 2,168,064 Trademark Application No.(s) Α. 75/240635 Additional numbers attached? ▼ Yes □ No Name and address of party to whom correspondence concerning Total number of applications and registration document should be mailed: involved Name: Brian Jaenicke, Legal Assistant Internal Address: White & Case LLP Total fee (37 CFR 3.41): \$ Authorized to be charged to deposit account, in case of deficiency Street Address: 1155 Avenue of the Americas Deposit account number: State: NY ZIP: 10036 City: New York (23-1705 in case of deficiency) (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. Brian T. Jaenicke Name of Person Signing Total number of pages comprising cover sheet: OMB No. 0651-0011 (exp. 4/94) Do not detach this portion 용용 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks **Box Assignments** Washington, D.C. 20231 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and eviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

REEC 001951 FRAME: 0400

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
DPIX	2168064	June 23, 1998
DPIX (Stylized Letters)	2179041	August 4, 1998
FLASHCAN	2237244	April 6, 1999

TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
EAGLE	75/240635	February 12, 1997
DIGITAL TRUE COLOR	75/397183	November 28, 1997
GRADIENT	75/558405	September 14, 1998
EXPRESSION	75/381022	October 15, 1997
IMAGE QUALITY BY DPIX	75/598136	December 2, 1998
DIGITAL IQ	75/598144	December 2, 1998

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State of Delaware

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"DPIX, INC.", A DELAWARE CORPORATION,

WITH AND INTO "NEW DPIX LLC" UNDER THE NAME OF "DPIX LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF JULY, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel, Secretary of State

3039969 8100M

AUTHENTICATION:

9883372

991274767

DATE: 07-23-99

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of July 6, 1999, (this "Agreement"), by and between DPIX, INC., a Delaware corporation (the "Delaware Corporation"), and NEW DPIX LLC., a Delaware limited liability company (the "Delaware LLC").

WHEREAS, in accordance with Section 18 209 of the Delaware Limited Liability Company Act of the State of Delaware, as amended (the "DLLCA"), and Section 264 of Delaware General Corporation Law, as amended, a majority in interest of the stockholders of the Delaware Corporation, and a Majority in interest of the members of the Delaware LLC have approved the merger of the Delaware Corporation into the Delaware LLC (the "Merger"), pursuant to and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto agree as follows:

ARTICLE I THE MERGER

- 1.01 <u>The Merger</u>. (a) The Merger shall become effective upon the filing of this Agreement with the Secretary of State of the State of Delaware in accordance with the provisions and requirements of the DLLCA. The date and time when the Merger shall become effective is hereinafter referred to as the "Effective Time."
- (b) At the Effective Time, the Delaware Corporation shall be merged with and into the Delaware LLC and the separate existence of the Delaware Corporation shall cease, and the Delaware LLC shall continue as the surviving entity under the laws of the State of Delaware under the name of "dpiX LLC, a Delaware limited liability company" (the "Surviving LLC").
- (c) From and after the Effective Time, the Merger shall have the effects set forth in Section 18-209 of the DLLCA.
- 1.02 <u>Certificate of Formation of the Surviving LLC</u>. The Certificate of Formation of the Delaware LLC as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving LLC.
- 1.03 <u>Limited Liability Operating Agreement of the Surviving LLC</u>. The Limited Liability Operating Agreement of the Dolaware LLC as in effect immediately prior to the Effective Time shall be the Limited Liability Operating Agreement of the Surviving LLC.
- 1.04 <u>Closing</u>. The closing of the Merger (the "<u>Closing</u>") shall take place at the offices of White & Case LLP, 1155 Avenue of the Americas, New York, New York at such time as the Delaware Corporation and the Delaware LLC shall mutually agree (the "<u>Closing Date</u>").
- 1.05 Manner of Converting Interests. At the Effective Time, preferred stock in the Delaware Corporation shall, in the aggregate, be converted into a 20% percentage of interest

in the Delaware LLC. Common stock in the Delaware Corporation shall be converted into a right to receive \$0.05 per share. All such common shares in the Delaware Corporation shall automatically be canceled and retired and each holder of a common certificate representing any such common shares shall cease to have any rights with respect thereto, other than the right to receive such each consideration.

ARTICLE II MISCELLANEOUS

- 2.01 Binding Effect: Benefit: Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party. Nothing in this Agreement, expressed or implied, is intended to confer on any Person (as defined in Section 2.08 hereof) other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 2.02 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects prior to the Effective Time by the mutual written agreement of the parties hereto, by action taken by the membership of the Delaware LLC or by action taken by the stockholders of the Delaware Corporation, as the case may be.
- 2.03 Further Actions. Each of the parties hereto agrees that, subject to its legal obligations, it will use its best efforts to fulfill all conditions precedent specified herein, to the extent that such conditions are within its control, and to do all things reasonably necessary to consummate the transactions contemplated hereby.
- 2.04 <u>Headings</u>. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 2.05 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 2.06 <u>Applicable Law</u>. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict laws rules thereof.
- 2.07 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

2.08 "Person" Defined. "Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, a group and a government or other department or agency thereof.

IN WITNESS WHEREOF, each of the Delaware Corporation and the Delaware LLC have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

DPIX, INC.

a Delaware corporation

Name: Timothy da Silva

Title: President

NEW DPIX LLC.

a Delaware limited liability company

By:

Name: Gcrard Daguise

Title: Manager

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IN WITNESS WHEREOF, each of the Delaware Corporation and the Delaware LLC have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

DPIX, INC.

a Delaware corporation

Name: Timothy da Silva

Title:

NEW DPIX LLC.

a Delaware limited liability company

By:

Name: Gerard Daguise

Title: Manager

located in 22865