

06-13-2000

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OPR/FINANCE

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
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
3 / 19 / 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
3 / 19 / 99

Name Conceptual Systems, Inc.

Formerly \_\_\_\_\_

75409317

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Maryland

Receiving Party

Mark if additional names of receiving parties attached

Name Conceptual Systems, Inc., formerly SMG Acquisition Corp.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) 3624 Market Street

Address (line 3) Philadelphia

Pennsylvania

19104

- 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 Pennsylvania

FOR OFFICE USE ONLY

06/12/2000 DNGUYEN 00000011 75409317

01 FC:481  
02 FC:482

40.00 OP  
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 10 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002085 FRAME: 0741

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/409,317"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/288,251"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,210,330"/>	<input type="text" value="1,724,377"/>	<input type="text" value="1,436,640"/>
<input type="text" value="2,154,861"/>	<input type="text" value="1,450,452"/>	<input type="text" value="2,062,370"/>
<input type="text" value="1,444,945"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

Authorization to charge additional fees:

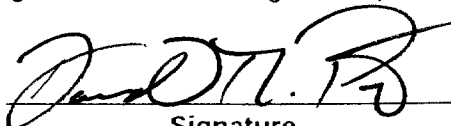
Yes

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.

David M. Perry



5-15-00

Name of Person Signing

Signature

Date Signed

C O M M O N W E A L T H   O F   P E N N S Y L V A N I A

D E P A R T M E N T   O F   S T A T E

MAY 09, 2000

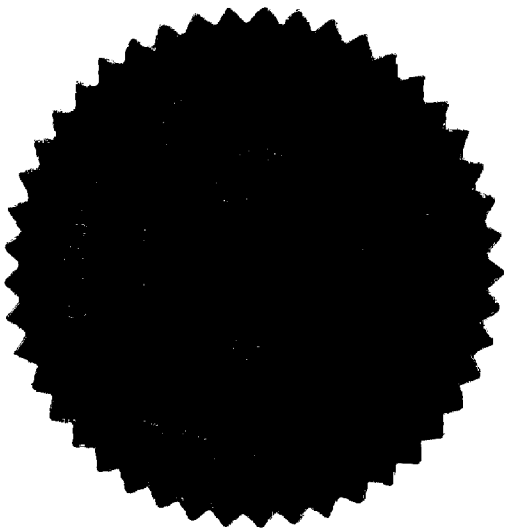
TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

CONCEPTUAL SYSTEMS, INC.

I, Kim Pizzingrilli, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Merger

which appear of record in this department

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.



*Kim Pizzingrilli*

Secretary of the Commonwealth

JSOW

Microfilm Number \_\_\_\_\_

Filed with the Department of State on

MAR 19 1990

Entity Number 2761970

107180

Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

OSC. 15-1326 (Rev. 90)

In compliance with the requirements of 15 Pa.C.S. § 1925 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: SMC Acquisition Corp.

2. (Check and complete one of the following):

X

The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 1524 Market Street Philadelphia Pennsylvania 19104 Philadelphia  
Number and Street City State Zip County

(b) of: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_ The surviving corporation is a qualified foreign business corporation incorporated under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) \_\_\_\_\_  
Number and Street City State Zip County

(b) of: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is \_\_\_\_\_

\_\_\_\_\_  
Number and Street City State Zip

3 The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation Address of Registered Office or Name of Commercial Registered Office Provider County  
Conceptual Systems, Inc. 1010 Wayne Ave Ste 1-10 Silver Spring, Md 20910

4. (Check, and if appropriate complete, one of the following):

The plan of merger shall be effective upon filing these Articles of Merger in the Department of State

The plan of merger shall be effective on \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of Corporation	Manner of Adoption
<u>SMG Acquisition Corp</u>	<u>Resolution of Board of Directors &amp; Resolution of Shareholders</u>
_____	_____
_____	_____

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. (Check, and if appropriate complete, one of the following):

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street	City	State	Zip	County
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IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this \_\_\_\_\_ day of March, 19 99

SMG Acquisition Corp  
(Name of Corporation)

BY: [Signature]  
(Signature)

TITLE: Michael Aronson, President

Conceptual Systems, Inc.  
(Name of Corporation)

BY: [Signature]  
(Signature)

TITLE: Stephen Forrer, President

## AGREEMENT AND PLAN OF MERGER

**PARTIES:**            **CONCEPTUAL SYSTEMS, INC.**  
a Maryland corporation ("Conceptual")  
1010 Wayne Avenue, Suite 1420  
Silver Spring, MD 20910

**SMG ACQUISITION CORP.**  
a Pennsylvania corporation ("Newco")  
3624 Market Street  
Philadelphia, PA 19104

**DATE:**                March 19, 1999

**BACKGROUND:** Newco is a wholly-owned subsidiary of Strategic Management Group, Inc. ("SMG"). Conceptual, SMG, Newco and Stephen Forrer and Audrey Forrer (collectively, the "Stockholders") have entered into an Agreement and Plan of Reorganization, dated this date (the "Reorganization Agreement"), that contemplates the consolidation and merger of Conceptual with and into Newco (the "Merger") in accordance with the provisions of the Reorganization Agreement and the provisions of this Agreement and Plan of Merger (this "Plan").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and subject to the satisfaction of the terms and conditions set forth herein and in the Reorganization Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. *Merger.* On the Effective Date (as defined below), Conceptual shall be consolidated and merged with and into Newco in accordance with the provisions of this Plan and in compliance with the Pennsylvania Business Corporation Law and any other applicable corporate laws (the "Corporation Laws"), and the Merger shall have the effect provided for in the Corporation Laws. Newco (sometimes referred to as the "Surviving Corporation") shall be the surviving corporation of the Merger and shall continue to exist and to be governed by the laws of the Commonwealth of Pennsylvania. The corporate existence and identity of Newco, with its purposes and powers, shall continue unaffected and unimpaired by the Merger, and Newco shall continue as a wholly owned subsidiary of SMG after the Effective Date. On the Effective Date, Newco shall succeed to and be fully vested with the corporate existence and identity of Conceptual, and the separate corporate existence and identity of Conceptual shall cease.

2. Name. The name of the Surviving Corporation shall be "Conceptual Systems, Inc."

3. Charter. Immediately after the Merger, the Certificate of Incorporation of the Surviving Corporation shall be that of Newco immediately before the Merger.

4. Bylaws. Immediately after the Merger, the Bylaws of the Surviving Corporation shall be those of Newco immediately before the Merger.

5. Directors. Immediately after the Merger, the directors of the Surviving corporation shall be the following persons, who shall serve in accordance with the Bylaws of the Surviving Corporation:

- Michael Aronson
- Stephen Forrer
- Joseph Gekoski
- William Pocklington
- Leslie Spero

6. Officers. Immediately after the Merger, the officers of the Surviving Corporation shall be the following persons, who shall serve in accordance with the Bylaws of the Surviving Corporation:

- |                      |   |
|----------------------|---|
| Leslie Spero .....   | Chairman, Chief Executive Officer                                 |
| Stephen Forrer.....  | Vice Chairman   |
| Joseph Gekoski.....  | President and Chief Operating Officer                             |
| Michael Aronson..... | Executive Vice President/Chief<br>Financial Officer and Secretary |

7. Conversion of Conceptual Capital Stock.

7.1 On the Effective Date, the common capital stock of Conceptual ("Conceptual Stock"), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof, be automatically converted into and become 400,000 shares of SMG Common Stock, \$.01 par value per share ("SMG Stock") (such aggregate number of shares of SMG Stock being referred to herein as, the "SMG Conversion Shares").

7.2 If, between the date of the Reorganization Agreement and the Effective Date, there is a change in the number of issued and outstanding shares of SMG Stock as a result of a stock split, reverse stock split, stock dividend, reclassification, exchange of shares or similar recapitalization, then the number of SMG Conversion Shares shall be appropriately adjusted. The number of SMG Conversion Shares shall not be adjusted as a result of any other changes in the number of issued and outstanding shares of SMG Stock, such as changes resulting from

acquisitions or offerings or changes resulting from exercises of stock options, purchases or awards of stock, or similar transactions under SMG's stock option, purchase and award plans.

7.3 No fractional shares of SMG Stock shall be issued as a result of the Merger. In lieu of the issuance of fractional shares, the number of shares of SMG Stock to be issued to each Stockholder in accordance with this Agreement shall be rounded off to the nearest whole number of shares of SMG Stock.

8. Allocation of SMG Exchange. The SMG Conversion Shares shall be allocated among the individual Stockholders in proportion to their respective percentage of ownership interests in Conceptual immediately prior to the Effective Date.

9. Conceptual Stock held by Conceptual. On the Effective Date, any shares of Conceptual Stock that are held by Conceptual (as treasury shares) immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled.

10. Exchange Procedures. Upon surrender of stock certificates representing his or her respective stock ownership interests in Conceptual, SMG shall issue to each stockholder certificates representing the appropriate number of Conversion Shares determined in accordance with Section 8 above.

11. Effective Date. As used in this Plan, the "Effective Date" shall mean the date upon which this Plan and a proper Certificate or Articles of Merger for the Merger have been duly signed and filed with the proper officials of the Commonwealth of Pennsylvania and the State of Maryland.

12. Entire Understanding. This Plan, together with the Reorganization Agreement (and the Exhibits and Schedules thereto), states the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. No amendment or modification of this Plan, and no waiver of any provision of this Plan, shall be effective unless in writing and signed by the party against whom enforcement is sought. The obligations of the parties under this Plan shall be subject to all of the terms and conditions of the Reorganization Agreement. If the Reorganization Agreement is terminated in accordance with its terms, then this Plan shall simultaneously terminate, and the Merger shall be abandoned without further action by the parties hereto.

13. Parties in Interest. This Plan shall bind, benefit and be enforceable by and against the parties hereto and their respective successors and assigns. No party hereto shall in any manner assign any of its rights or obligations under this Plan without the express prior written consent of the other parties. Nothing in this Plan or



the Reorganization Agreement is intended to confer, or shall be deemed to confer, any rights or remedies upon any persons other than the parties hereto and their respective stockholders and directors.

14. *Severability.* If any provision of this Plan is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

15. *Counterparts.* This Plan may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Plan to produce or account for more than one counterpart hereof.

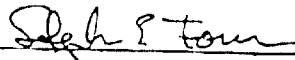
16. *Section Headings.* Section and subsection headings in this Plan are for convenience of reference only, do not constitute a part of this Plan, and shall not affect its interpretation.

17. *References.* All words used in this Plan shall be construed to be of such number and gender as the context requires or permits.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, each undersigned corporation has caused this Agreement and Plan of Merger to be signed by a duly authorized officer as of the date first stated above.


CONCEPTUAL SYSTEMS, INC.

By:   
Name: STEPHEN E. FORNON  
Title: PRESIDENT

STRATEGIC MANAGEMENT GROUP, INC.

By:   
Name: MB ARONSON  
Title: CEO

SMG ACQUISITION CORP.

By:   
Name: MB ARONSON  
Title: PRESIDENT

IN TESTIMONY WHEREOF, each undersigned corporation has caused this Agreement and Plan of Merger to be signed by a duly authorized officer as of the date first stated above.

CONCEPTUAL SYSTEMS, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STRATEGIC MANAGEMENT GROUP, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SMG ACQUISITION CORP.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN TESTIMONY WHEREOF, each undersigned corporation has caused this Agreement and Plan of Merger to be signed by a duly authorized officer as of the date first stated above.

CONCEPTUAL SYSTEMS, INC.

By: *Stephen E. Fornon*  
Name: STEPHEN E. FORNON  
Title: PRESIDENT

STRATEGIC MANAGEMENT GROUP, INC.

By: *MB Aronson*  
Name: MB Aronson  
Title: SVP

SMG ACQUISITION CORP.

By: *MB Aronson*  
Name: MB Aronson  
Title: PRESIDENT