

01-09-2001



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12/21/00

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
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

01/08/2001 16:01:11 00000236 2119428

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 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, D.C. 20231

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2119428"/>	<input type="text" value="2108872"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2115797"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2113892"/>	<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.

Dino J. Radosta

Name of Person Signing

[Signature]

Signature

12/13/00

Date Signed

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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

May 5, 1998

The State Corporation Commission finds the accompanying articles submitted on behalf of

SPECTRUM TECHNOLOGY GROUP, INC.

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

AD SYSTEMS LLC

is merged into SPECTRUM TECHNOLOGY GROUP, INC., which continues to exist under the laws of NEW JERSEY with the name SPECTRUM TECHNOLOGY GROUP, INC.. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on May 5, 1998.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT
GIS20436
98-05-05-0090

TOTAL P.03

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FILED

MAY 6 1998

CERTIFICATE OF MERGER

AD SYSTEMS, LLC,
a Virginia Limited Liability Company

LONNA R. HOOKS
Secretary of State

INTO

SPECTRUM TECHNOLOGY GROUP, INC.,
a New Jersey corporation

Pursuant to the provisions of Section 14A:10-4.1 of the New Jersey Business Corporation Act (the "NJBCA") and Section 13.1-1072 of the Virginia Limited Liability Company Act, the undersigned certify that each has approved, adopted, certified, executed and acknowledged the following Certificate of Merger for the purpose of merging Ad Systems, LLC, a Virginia limited liability company ("Ad Systems"), with and into Spectrum Technology Group, Inc., a New Jersey corporation ("Spectrum").

1. On February 27, 1998, an Agreement and Plan of Merger attached hereto as Exhibit "A" (the "Agreement of Merger"), was approved, adopted, certified, executed and acknowledged by the undersigned in the manner prescribed by Section 14A:10-1 of the NJBCA and Section 13.1-1070 of the Virginia Limited Liability Company Act.
2. The name of the surviving entity shall be Spectrum Technology Group, Inc., a New Jersey corporation.
3. Pursuant to Section 14A:10-3(4) of the NJBCA, the merger was approved by the Board of Directors of the surviving corporation and no vote of the shareholders of Spectrum was required because of the applicability of subsection 14A:10-3(4) of the NJBCA.
4. The number of members of Ad Systems entitled to vote on the merger is one (1). The number of members of Ad Systems that voted for the merger was one (1). The number of members of Ad Systems that voted against the merger was zero (0).
5. The Certificate of Incorporation of Spectrum shall be the Certificate of Incorporation of the surviving entity.

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March 4, 1998 4:22 pm

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Dated this 27th day of February, 1998.

SPECTRUM TECHNOLOGY GROUP, INC.,
a New Jersey corporation

By: 
Name: Mac J. Slingerland
Title: Executive Vice President

AD SYSTEMS, LLC, a Virginia
limited liability company

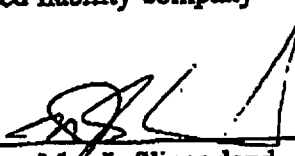
By: 
Name: Mac J. Slingerland
Title: Manager

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER, dated February 27, 1998, is between Spectrum Technology Group, Inc., a New Jersey corporation ("Spectrum"), and Ad Systems, LLC, a Virginia limited liability company ("Ad Systems").

WHEREAS, the board of directors of Spectrum and the members of Ad Systems have determined that it is advisable and in the best interests of each such entity that Ad Systems merge with and into Spectrum as authorized by the statutes of the States of Delaware and Virginia and upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Spectrum and Ad Systems hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, Ad Systems shall be merged with and into Spectrum (the "Merger"), and Spectrum shall be the surviving corporation (sometimes hereafter referred to as the "Surviving Corporation"). The name of the Surviving Corporation shall be Spectrum Technology Group, Inc., a New Jersey corporation. The Merger shall be effective upon filing or upon such later date which the Certificate of Merger and Articles of Merger are filed with the Secretaries of State of the States of Delaware and Virginia, New Jersey respectively (the "Effective Date").

2. Governing Documents. The Certificate of Incorporation of Spectrum, as in effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. The Bylaws of Spectrum, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law.

3. Succession; Officers and Directors. On the Effective Date, the separate existence of Ad Systems shall cease and Spectrum, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of Ad Systems; and all rights, privileges, powers and franchises of Ad Systems, and all property, real, personal and mixed, and all debts due to Ad Systems on whatever account, and all other things in action belonging to Ad Systems, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of Ad Systems, and the title to any real estate vested by deed or otherwise in Ad Systems, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Ad Systems shall be preserved unimpaired, and all debts, liabilities and duties of Ad Systems shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. All acts, plans, policies, agreements, arrangements, approvals and authorizations of Ad Systems which were valid and effective

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March 4, 1998 4:17 pm

immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of Spectrum and shall be as effective and binding thereon as the same were with respect to Ad Systems.

On the Effective Date, except as provided elsewhere in this Agreement, the directors and officers of Spectrum shall be and continue as the officers of the Surviving Corporation to hold the positions in the Surviving Corporation to which they have been elected as directors and officers of Spectrum and to serve in accordance with the bylaws of the Surviving Corporation; and the employees and agents of Ad Systems shall become the employees and agents of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Ad Systems.

4. **Further Assurances.** From time to time, as and when required by Spectrum, or by its successors and assigns, there shall be executed and delivered on behalf of Ad Systems such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Spectrum the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Ad Systems, and otherwise to carry out the purposes of this Agreement, and the officers and directors of Spectrum are fully authorized in the name and on behalf of Ad Systems or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. **Cancellation of Ad Systems Interests.** On the Effective Date, the membership interests in Ad Systems presently owned shall be canceled and no shares or other security shall be issued in respect thereof.

6. **Amendment.** Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties at any time prior to the Effective Date with respect to any of the terms contained in this Agreement.

7. **Abandonment.** At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the board of directors or members, as applicable, of either Spectrum or Ad Systems, or both, if circumstances arise which, in the opinion of the members or board of directors, as applicable, of either Ad Systems or Spectrum make the Merger inadvisable.

8. **Representations of Ad Systems.** Ad Systems represents and warrants that its outstanding obligations are those reflected in its financial statements as of the Effective Date and that there are no undisclosed liabilities known to its managers or members.

9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

10. **Agreement for Service of Process.** The Surviving Corporation, from and after the Effective Date, agrees that it may be sued and served with process in the State of Virginia at 5511 Staples Mill Road, Richmond, Virginia 23228, c/o Edward R. Parker, in any proceeding for the enforcement of any obligation of Ad Systems. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Virginia as its agent to accept service of process in any such proceeding.

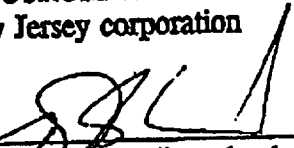
11. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, Ad Systems and Spectrum have caused this Agreement to be signed by their respective duly authorized managers and officers as of the date first above written.

AD SYSTEMS, LLC, a Virginia limited liability company

By 
Name: Mac J. Slingerland
Title: Manager

SPECTRUM TECHNOLOGY GROUP, INC.,
New Jersey corporation

By 
Name: Mac J. Slingerland
Title: Executive Vice President