

RECORDED

03-24-2004

HEET



Docket No.: 0262.0002-000]

original documents or copy thereof.

102702692

3/22/04

To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies)

Waddington Corporation, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: June 15, 1985

2. Name and address of receiving party(ies)

Name: Waddington Electronics, Inc.

Internal Address:

Street Address: 25 Webb Street

City: Cranston State: RI ZIP: 02920

- Association
- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

~~1,285,860~~

1,314,398

Additional numbers attached?  Yes  No

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

Name: John L. DuPré

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: 530 Virginia Road, P.O. Box 9133

City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and registrations involved: [ 2 ]

7. Total Fee (37 C.F.R. 3.41)..... \$ 65.00

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorization to charge deposit account number 08-0380

Attach a copy of this page if paying by deposit account and filing via

Do not attach a copy of this page if paying by deposit account and filing via facsimile.

DO NOT USE THIS SPACE

8. 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 L. DuPré

Name of Person Signing

*John L. DuPré*  
Signature

3/18/04  
Date

Total number of pages including cover sheet, attachments, and document: [ 1 ]

OPR/FINANCE

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02 FC:6522

**ARTICLES OF MERGER  
OF DOMESTIC CORPORATIONS  
INTO**

Waddington Electronics, Inc.  
.....

Pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

**FIRST:** The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by said Chapter 7-1.1:

(Insert Plan of Merger)

The Plan of Merger dated June 15, 1985, under which Waddington Corporation, Inc., a Rhode Island corporation, will be merged into Waddington Electronics, Inc., a Rhode Island corporation, with Waddington Electronics, Inc. being the surviving corporation, is attached hereto as Exhibit 'A'.

PLAN OF MERGER WADDINGTON CORPORATION, INC.  
INTO WADDINGTON ELECTRONICS, INC.

1. MERGER. Waddington Corporation, Inc. hereinafter called WCI a Rhode Island corporation, shall be merged into Waddington Electronics, Inc., hereinafter called WEI, a Rhode Island corporation.

2. TERMS OF MERGER. The terms of the merger are:

(a) WCI shall be merged into WEI in accordance with the statutory procedure set forth in Sections 7-1.1-65, 7-1.1-67 and 7-1.1-68 General Laws of Rhode Island.

(b) WEI shall be the surviving corporation and the corporate identity, existence, purposes, powers, franchises, rights and immunities of WEI shall continue unaffected and unimpaired by the merger. The Articles of Incorporation and the Bylaws, each as heretofore amended of WEI shall remain in effect unaltered as the Articles of Incorporation and the Bylaws of the surviving corporation, and the duly qualified and acting directors and officers of WEI immediately prior to the time when the merger becomes effective, as provided in paragraph 5 hereof, hereinafter called the Effective Time, shall be the directors and officers of the surviving corporation.

(c) The corporate identity, existence, purposes, powers, franchises, rights and immunities of WCI shall be merged into WEI and WEI shall be fully vested therewith.

(d) The separate existence of WCI, except insofar as specifically otherwise provided by law, shall cease at the Effective Time, whereupon WCI and WEI shall become a single corporation.

(e) At the Effective Time, each outstanding common share of WCI shall be converted into one common share of WEI, fully paid and nonassessable by WEI.

3. BASIS OF EXCHANGE. The manner and basis of converting the shares of WCI into shares of WEI shall be as follows:

(a) The outstanding shares of WEI shall not be changed or converted as a result of the merger, and following the Effective Time all shares of WCI heretofore authorized shall be authorized shares of the surviving corporation, and all shares of WEI then outstanding, including shares held in the treasury of WEI, shall remain outstanding, shall be fully paid and nonassessable by WEI, and shall be subject to all the provisions of this Plan of Merger.

(b) At the Effective Time, each common share of WCI of which WEI is then the holder of record shall thereupon be void.

(c) At the Effective Time, each common share of WCI of which any person other than WEI is then the holder of record shall thereupon be converted into one common share of WEI. Each such holder of outstanding common shares of WCI, upon the surrender to WEI of one or more certificates of such shares for cancellation, shall be entitled to receive one or more certificates for the number of common shares of WEI

represented by the certificates so surrendered for cancellation by such holder. Until so surrendered, each such certificate representing outstanding common shares of WCI shall represent the ownership of a like number of common shares of WEI for all corporate and legal purposes.

4. SHAREHOLDERS' APPROVAL. Upon approving this Plan of Merger, the Board of Directors of WEI and of WCI respectively, shall, by resolution, direct that this Plan of Merger be submitted, pursuant to Section 7-1.1-67 of the General Laws of Rhode Island, to a vote at special meetings of shareholders of WEI and WCI, respectively, to be held on or before June 30, 1985.

5. EFFECTIVE TIME. The merger shall become effective upon filing Articles of Merger with the Secretary of State of the State of Rhode Island. WEI shall cause such Articles to be so filed after this Plan of Merger shall have been approved by the shareholders of both WEI and WCI, as provided by Section 7-1.1-67 of the General Laws of Rhode Island.

6. CANCELLATION OF PLAN BY SURVIVING CORPORATION. WEI may, in its sole discretion, cancel this Plan of Merger and abandon the merger at any time prior to the Effective Time, by delivering written notice thereof to WCI, if it shall appear at such time that any of the following statements or representations is untrue or inaccurate in any material respect, or that any of the following conditions or undertakings has not been met or fulfilled:

(a) WCI is a duly organized and lawfully existing corporation in good standing under the laws of the State of Rhode Island. WCI is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the nature of its business or the character of its properties makes such qualification necessary, and is duly authorized, qualified, and licensed under all laws, regulations, ordinances, or order of public authorities to carry on its business in such jurisdictions in the manner presently conducted.

(b) On or before June 15, 1985, WCI shall deliver to WEI financial statements of WCI for the fiscal years ended December 31, 1983 and 1984, inclusive, prepared by Anthony Mardo, independent public accountant. Such financial statements shall include balance sheets at the end of each applicable period and related statements of income and surplus for such period. Such financial statements shall be prepared in accordance with sound accounting practice consistently maintained and, together with the notes and comments contained therein, shall be correct and complete and fairly present the financial condition of WCI at the respective balance sheet dates and the results of its operations for the respective periods covered thereby. On December 31, 1984, WCI did not have any material amount of liabilities, contingent or otherwise, not reflected in such balance sheet dated December 31, 1984.

(c) WCI has filed all federal, state, and other governmental tax returns which are required to be filed and has paid or made adequate provision for the payment of all taxes which have or may become due pursuant to such returns or to assessment received. No claims or additional assessments have been made or asserted by the federal government or by any state for federal or other income taxes or franchise taxes, except such as have been paid or are covered by

adequate tax reserves reflected in such balance sheet dated December 31, 1984 and there is no basis for any such claim or additional assessment.

(d) There are no judicial or administrative proceedings pending or threatened against WCI which involve the possibility of any judgment or liability not fully covered by insurance or which will materially adversely affect the properties, business, or condition, financial or otherwise of WCI and no judgment, decree, or order of any court, board, or other governmental or administrative agency has been issued with respect to WCI which has or will have any material adverse effect on the business or assets or on the condition, financial or otherwise of WCI.

(e) WCI has good and merchantable title to all property and assets included in such balance sheet dated December 31, 1984, or which have been or hereafter shall be acquired since December 31, 1984 (except property or assets disposed of in the ordinary course of business subsequent to December 31, 1984), subject to no liens or encumbrances or title retention devices, except liens for taxes not delinquent, liens reflected in such balance sheet dated December 31, 1984, and minor liens and encumbrances not material in relation to the value of such assets. WCI enjoys peaceable and undisturbed possession under all of the leases under which it is operating, none of which contains any unusual or burdensome provision which will materially affect or impair the operations of WCI and all such leases are valid and subsisting and in full force and effect.

(f) WCI is not a party to nor is it bound by any unusual or burdensome agreement, deed or other instrument or subject to any charter, bylaw or other corporate restrictions adversely affecting in any material manner, its business or assets or its condition, financial or otherwise.

(g) Since December 31, 1984 there has been no material adverse change in the financial condition of WCI.

(h) Except as duly authorized by its Board of Directors on or before June 1, 1985, WCI shall not sell or dispose of any property or assets after May 31, 1985 without the written approval of WEI, except products sold in the due and regular course of business, nor shall WCI encumber any of the property or assets owned by it on May 31, 1985, nor pay any bonus, or special compensation, or special remuneration of any kind, except in accordance with its established policies and practices in existence on May 31, 1985.

(i) Except as duly authorized by its Board of Directors on or before June 1, 1985, WCI shall not engage in any activity or transaction after May 31, 1985 other than in the ordinary course of business, without first having obtained the written approval of WEI.

(j) Except as duly authorized by its Board of Directors on or before June 1, 1985, the assets, property, and rights owned by WCI on May 31, 1985 shall be preserved and maintained so far as practicable in the ordinary and customary conduct of its business to the same extent and in the same condition as such assets, property, and rights were on May 31, 1985; and after May 31, 1985 WCI shall not make or institute any unusual or novel methods of manufacture, purchase, sale, management

or operation of such properties or business except with the written approval of WEI and after May 31, 1985, the officers of WCI in good faith shall carry on its business in such manner as they reasonably believe to be in the best interest of WCI and WEI.

(k) WCI shall comply with all reasonable requests by WEI to afford to WEI, its officers, attorneys, accountants, and representatives, access to its property, books and records, and will furnish any information with respect thereto reasonably requested by WEI.

(l) WCI shall furnish to WEI such consents or other documents and shall take such actions as WEI may request to enable WEI to safeguard the use and goodwill of the name WCI.

(m) Within 24 hours after approval of this Plan of Merger by the shareholders of WCI, WEI shall receive opinions of Brian P. Richards, Esq., counsel for WCI, that WCI is a corporation validly organized and in good standing under the laws of the State of Rhode Island, that this Plan of Merger has been duly and validly authorized and is effective and binding upon WCI in accordance with its terms and all provisions of law of the State of Rhode Island.

7. CANCELLATION OF PLAN BY MERGED CORPORATION. WCI may, at its sole discretion, cancel this Plan of Merger and abandon the merger at any time prior to the Effective Time, by delivering written notice thereof to WEI, if it shall appear at such time that any of the following statements or representations is untrue or inaccurate in any material respect, or that any of the following conditions or undertakings has not been met or fulfilled:

(a) WEI is a duly organized and lawfully existing corporation in good standing under the laws of the State of Rhode Island. WEI is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the nature of its business or the character of its properties makes such qualification necessary, and is duly authorized, qualified and licensed under all laws, regulations, ordinances, or orders of public authorities to carry on its business in such jurisdictions in the manner presently conducted.

(b) On or before June 15, 1985, WEI shall deliver to WCI financial statements of WEI for the fiscal years ended December 31, 1983 to 1984, inclusive, prepared by Anthony Mardo, independent public accountant. Such financial statements shall include balance sheets at the end of each applicable period and related statements of income and surplus for such period. Such financial statements shall be prepared in accordance with sound accounting practice consistently maintained and, together with the notes and comments contained therein, shall be correct and complete and fairly present the financial condition of WEI at the respective balance sheet dates and the results of its operations for the respective periods covered thereby. On December 31, 1984, WEI did not have any material amount of liabilities, contingent or otherwise not reflected in such balance sheet dated December 31, 1984.

(c) WEI has filed all federal, state and other governmental tax returns which are required to be filed and has paid or made adequate provision for the payment of all taxes which have or may become due pursuant to such returns or to assessments received. No claims or

additional assessments have been made or asserted by the federal government or by any state for federal or other income taxes or franchise taxes except such as have been paid or are covered by adequate tax reserves reflected in such balance sheet dated December 31, 1984 and there is no basis for any such claim or additional assessment.

(d) There are no judicial or administrative proceedings pending or threatened against WEI which involve the possibility of any judgment or liability not fully covered by insurance or which will materially adversely affect the properties, business, or condition, financial or otherwise of WEI and no judgment, decree or order of any court, board or other governmental or administrative agency has been issued with respect to WEI which has or will have any material adverse effect on the business or assets or on the condition, financial or otherwise of WEI.

(e) WEI has good and merchantable title to all property and assets included in such balance sheet dated December 31, 1984 or which have been or hereafter shall be acquired since December 31, 1984 (except property or assets disposed of in the ordinary course of business subsequent to December 31, 1984), subject to no liens or encumbrances or title retention devices, except liens for taxes not delinquent, liens reflected in such balance sheet dated December 31, 1984, and minor liens and encumbrances not material in relation to the value of such assets, under which each is operating, none of which contains any unusual or burdensome provision which will materially affect or impair the operations of WEI and all such leases are valid and subsisting and in full force and effect.

(f) Since December 31, 1984, there shall be no material adverse changes in the financial condition of WEI.

(g) Except as duly authorized by its Board of Directors on or before June 1, 1985, WEI shall not sell or dispose of any property or assets after May 31, 1985 without the written approval of WCI except products sold in the due and regular course of business, nor shall WEI encumber any of the property or assets owned by it on May 31, 1985, nor pay any bonus, or special compensation or special remuneration of any kind, except in accordance with its established policies and practices in existence on May 31, 1985.

(h) Except as duly authorized by its Board of Directors on or before June 1, 1985, WEI shall not engage in any activity or transaction after May 31, 1985 other than in the ordinary course of business, without first having obtained the written approval of WCI.

(i) Except as duly authorized by its Board of Directors on or before June 1, 1985, the assets, property and rights owned by WEI on May 31, 1985 shall be preserved and maintained so far as practicable in the ordinary and customary conduct of its business to the same extent and in the same condition as such assets, property and rights were on May 31, 1985 and after May 31, 1985 WEI shall not make or institute any unusual or novel methods of manufacture, purchase, sale, management or operation or such properties or business except with the written approval of WCI and after May 31, 1985, the officers of WEI in good faith shall carry on its business in such manner as they reasonably believe to be in the best interest of WCI and WEI.

(j) WEI shall comply with all reasonable requests by WCI to afford to WCI, its officers, attorneys, accountants and representatives, access to its property, books, records and titles to real estate and will furnish any information with respect thereto reasonably requested by WCI.

(k) Within 24 hours after approval of this Plan of Merger by the shareholders of WEI and prior to filing and recording Articles of Merger as provided in paragraph 5 hereof, WCI shall receive opinions of Brian P. Richards, Esq., counsel for WEI, that WEI is a corporation validly organized and in good standing under the laws of the State of Rhode Island, that the common shares of WEI to be issued to shareholders of WCI pursuant hereto will be legally and validly issued and fully paid and nonassessable by WEI that such issuance of such common shares does not require registration under the Securities Act of 1933, that this Plan of Merger has been duly and validly authorized and is effective and binding upon WCI in accordance with its terms and all provisions of law of the State of Rhode Island, and that at the Effective Time all debts, liabilities and duties of WCI will become the debts, liabilities and duties of WEI fully and without further action of either WEI or WCI.

Signed and dated this 15 day of June 1985.

WADDINGTON CORPORATION, INC.

by: Donald J. Waddington Pres.

WADDINGTON ELECTRONICS, INC.

by: Donald J. Waddington Pres.



SECOND: As to each of the undersigned corporations, (except one whose shareholders are not required to approve the agreement under § 7-1.1-67, in which event that fact shall be set forth), the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Waddington Corporation, Inc.	200	common, no par	200
Waddington Electronics, Inc.	100	common, \$1 par	100

THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
Waddington Corporation, Inc.	200	0	common, no par	200	0
Waddington Electronics, Inc.	100	0	common, \$1 par	100	0

FOURTH: Time merger to become effective (§ 7-1.1-69):

Dated June 15<sup>th</sup>, 1985

Waddington Corporation, Inc.  
 By *Donald J. Packard*  
 Its President  
 and *Jacqueline Alger*  
 Its Secretary  
 Waddington Electronics, Inc.  
 By *Donald J. Packard*  
 Its President  
 and *Jacqueline Alger*  
 Its Secretary

STATE OF RHODE ISLAND

COUNTY OF Providence } Sc.

At Cranston in said County on the 26<sup>th</sup> day of

June 1982, before me personally appeared Donald J. Weddington & Jacqueline Alger, who being by me first duly sworn, declared that he is the President & Secretary respectively of Weddington Corporation, Inc., that he signed the foregoing document as such President & Secretary of the corporation, and that the statements therein contained are true.

Loian Richards
Notary Public

(NOTARIAL SEAL)

STATE OF RHODE ISLAND

COUNTY OF Providence } Sc.

At Cranston in said county on the 26<sup>th</sup> day of

June 1982, before me personally appeared Donald J. Weddington & Jacqueline Alger, who being by me first duly sworn, declared that he is the President & Secretary respectively of Weddington Electronics Inc., that he signed the foregoing document as such President & Secretary of the corporation, and that the statements therein contained are true.

Loian Richards
Notary Public

(NOTARIAL SEAL)

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