

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southern New Jersey Internet Providers, Inc.		03/16/2005	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	SNIP LINK, L.L.C.
Street Address:	100-A Twin Bridge Drive
City:	Pennsauken
State/Country:	NEW JERSEY
Postal Code:	08110
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76357762	THE LOCAL INTERNET AND TELEPHONE COMPANY ALTERNATIVE
Serial Number:	76104406	ANYTIME-USA
Serial Number:	76104136	YOUR COMPREHENSIVE SOURCE FOR CUTTING EDGE TELECOMMUNICATIONS
Serial Number:	76026413	EBLADE
Serial Number:	76019766	IPIPE
Serial Number:	75941467	SNIP

CORRESPONDENCE DATA

Fax Number: (215)864-9950
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-864-8201
 Email: jacobsmeadwayr@ballardspahr.com

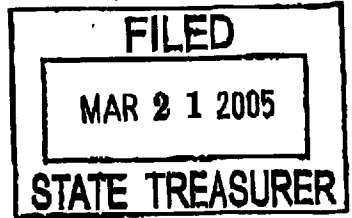
CH \$165.00 76357762

Correspondent Name: Roberta Jacobs-Meadway
Address Line 1: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER:	Roberta Jacobs-Meadway
Signature:	/Roberta Jacobs-Meadway/
Date:	08/17/2005

Total Attachments: 7
source=SNIP#page1.tif
source=SNIP#page2.tif
source=SNIP#page3.tif
source=SNIP#page4.tif
source=SNIP#page5.tif
source=SNIP#page6.tif
source=SNIP#page7.tif

MRS



CERTIFICATE OF MERGER OF SOUTHERN NEW JERSEY INTERNET PROVIDERS, INC., A NEW JERSEY CORPORATION AND SNIP LINK, L.L.C., A NEW JERSEY LIMITED LIABILITY COMPANY WHICH HAS ELECTED TO BE TAXED AS A CORPORATION

To: The Department of the Treasury, Division of Revenue State of New Jersey

Pursuant to the provisions of Sections 42:2B-20 et seq. of the New Jersey Limited Liability Company Act and Sections 14A:10-1 et seq. of the New Jersey Business Corporation Act, SNIP LINK, L.L.C., a New Jersey limited liability company which has elected under applicable federal and state laws to be taxed as a corporation ("Surviving Entity"), the surviving entity of a merger (the "Merger") involving Surviving Entity and Southern New Jersey Internet Providers, Inc., a New Jersey corporation (the "Merging Entity"), hereby certifies as follows:

FIRST: The name and place of organization of each of the parties to the Merger are:

- (1) SNIP LINK, L.L.C., a New Jersey limited liability company which has elected under applicable federal and state laws to be taxed as a corporation; and (2) Southern New Jersey Internet Providers, Inc., a New Jersey corporation. 0100634075

SECOND: A Plan and Agreement of Merger dated March 16, 2005 ("Agreement of Merger") has been approved and executed by each of the parties to the Merger. The total authorized capital stock and voting membership interests of each of the constituent merging entities and the number of shares of the Merging Entity and the percentage voting interests of the Surviving Entity voting to approve the Merger, itemized by class, par value of shares (if applicable), and series, if any, within each class are as follows:

SNIP LINK, L.L.C., a New Jersey Limited Liability Company

Table with 5 columns: Class, Series (if any), Number of Shares Authorized, Par Value Per Share, Issued Voting Membership Interests Entitled To Vote. Row 1: voting membership interests, none, not applicable, not applicable, 100%

S1529752 J2894002

0600054295

Southern New Jersey Internet Providers, Inc., a New Jersey Corporation:

Class	Series (if any)	Number of Shares Authorized	Par Value Per Share	Issued Shares Entitled To Vote
voting common	none	5,000,000	no par value	1,285,714

The Agreement of Merger was approved by all of the shareholders of the Merging Entity and by all of the members of the Surviving Entity, each by unanimous written consent, as authorized by applicable law.

THIRD: The name of the Surviving Entity is SNIP LINK, L.L.C., a New Jersey limited liability company which has elected under applicable federal and state laws to be taxed as a corporation.

FOURTH: The merger shall be effective as of 11:59 p.m. March 31, 2005 or upon the effectiveness of the filing of this Certificate of Merger, whichever occurs later.

FIFTH: The Agreement of Merger is on file at the office of the Surviving Entity located at 100-A Twin Bridge Drive, Pennsauken, New Jersey 08110.

SIXTH: A copy of the Agreement of Merger will be furnished by the Surviving Entity, on request and without cost, to any member of the Surviving Entity or to any shareholder of the Merging Entity or any other person holding an interest in either the Merging Entity or Surviving Entity.

SEVENTH: The undersigned each represent that they are authorized to sign this Certificate of Merger on behalf of the Merging Entity and Surviving Entity, as the case may be, as set forth below.

IN WITNESS WHEREOF, SNIP LINK, L.L.C., the Surviving Entity, has caused this Certificate of Merger to be executed this 16th day of March, 2005.

SNIP LINK, L.L.C.,
a New Jersey limited liability company

By. 

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, made this 16th day of March, 2005, by and between Southern New Jersey Internet Providers, Inc., a New Jersey corporation (hereinafter referred to as "SNIP"), and SNIP LINK, L.L.C., a New Jersey limited liability company which shall, prior to the effective date of the merger contemplated herein, have elected under applicable federal and state laws to be treated as an association taxable as an S corporation (hereinafter referred to as "LINK"), the said entities being hereafter sometimes collectively called the "Entities".

WITNESSETH:

WHEREAS, SNIP is a corporation duly organized and existing under the laws of the State of New Jersey, having been incorporated on July 25, 1995, and having an authorized capital stock consisting of 5,000,000 shares of voting common stock, without par value, of which 1,285,714 shares are issued and outstanding; and

WHEREAS, LINK is a limited liability company duly organized and existing under the laws of the State of New Jersey, having been formed on July 28, 1998; and

WHEREAS, the board of directors and shareholders of SNIP, and all of the members of LINK have this day determined it to be in the best interests of the Entities that they be merged.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. Merger. SNIP shall be merged (the "Merger") with and into LINK on the effective date hereinafter set forth, in accordance with the applicable laws of the State of New Jersey and all other applicable laws, and on the terms and conditions set forth in this Plan and Agreement of Merger. From and after the effective date of such Merger, LINK shall be the surviving entity (the "Surviving Entity") and shall continue to do business as a limited liability company organized and existing under the laws of the State of New Jersey, unaffected and unimpaired by the Merger, with all rights, privileges, immunities and powers, and subject to all duties and liabilities of a limited liability company organized and existing under the laws of the State of New Jersey.

2. Certificate of Formation and Tax Classification of Surviving Entity. The Certificate of Formation of LINK, existing upon the effective date of the Merger, shall be and remain the Certificate of Formation of the Surviving Entity subsequent to the Merger. Prior to the effective date of the Merger, the Surviving Entity, and its members and other representatives, shall have filed such elections with the Internal Revenue Service and with the New Jersey Division of Taxation, and taken such further action as may be necessary and/or appropriate, to be treated as an association taxable as an S corporation.

3. Operating Agreement of Surviving Entity. The Operating Agreement of LINK in force on the effective date of the Merger shall continue to be Operating Agreement of the Surviving Entity following the Merger, until altered, amended or repealed.

4. Directors and Officers and Other Representatives. Any persons designated as directors, officers, managers or other authorized representatives of LINK shall continue to hold such positions and act in such capacities on behalf of the Surviving Entity following the Merger.

5. Shares and Ownership Interests of Constituent Entities.

(a) Each limited liability company membership interest or other ownership interest of LINK (including, without limitation, any outstanding rights to acquire ownership interests in LINK) outstanding on the effective date of the Merger shall thereupon, without further action, be and continue to represent limited liability company membership interest or other ownership interest of LINK and shall be unaffected by the Merger.

(b) All of the authorized and outstanding shares of the capital stock of SNIP and all rights and respects thereof, including without limitation, all rights of any holders of rights to acquire ownership interests in SNIP, shall be cancelled forthwith as of the effective date of the Merger. All Certificates evidencing the shares of capital stock of SNIP and any other ownership rights or rights to acquire ownership interests therein shall be surrendered and cancelled, without consideration.

6. Effect of Merger. Upon this Merger becoming effective:

(a) The separate existence of SNIP shall terminate and LINK shall become the owner, without transfer or further act or deed, of all the rights, privileges, powers, properties, franchises, estates and interests of every kind of SNIP, as effectually the property of the Surviving Entity as they were of SNIP; and LINK shall be subject to all debts and liabilities of SNIP in the same manner as if LINK had itself incurred them; and LINK shall be subject to all of the restrictions, disabilities and duties of each of the Entities which shall not revert or be in any way impaired by reason of this Merger; and rights of creditors and liens upon any property of either of the Entities shall be preserved unimpaired.

(b) The assets and liabilities of SNIP shall be taken up on the books of LINK in the amount at which they shall at that time be carried on the books of SNIP.

7. Submission to Shareholders and Members. This Plan and Agreement of Merger shall be submitted to the shareholders of SNIP, the members of LINK and any other interested persons for approval, if required, at meetings to be held on or before the filing hereof, or otherwise approved by unanimous written consent of all of the shareholders of SNIP and all of the members of LINK in the manner provided by the applicable laws of the State of New Jersey and all other applicable laws. Upon such required approval, the proper officers of SNIP and the proper authorized representatives of LINK shall be, and they hereby are, authorized and directed to perform all acts and execute and deliver to the proper authorities for filing, all documents as the same may be necessary or proper to render effective the Merger contemplated by this Plan and Agreement of Merger.

8. Delivery of Deeds and Instruments. From time to time, as when requested by LINK or by its successors or assigns, SNIP shall execute and deliver, or cause to be executed and delivered, all deeds, assignments and other instruments; and shall take, or cause to be taken, all such actions as LINK may deem necessary and desirable in order more fully to vest in and confirm to LINK title to and possession of all the property, rights, privileges, powers and franchises referred to in Paragraph 6 hereof, and otherwise to carry out the intent and purposes of this Plan and Agreement of Merger.

9. Abandonment of Merger. Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be terminated and abandoned before it becomes effective:


(a) by mutual consent of the board of directors of SNIP and members of LINK;

(b) by the board of directors of SNIP or the members of LINK, if any material litigation shall be pending or threatened against or affecting any one of the Entities, or any of their respective assets or the Merger, which litigation, in the judgment of such board of directors or members, renders it inadvisable to proceed with the Merger.

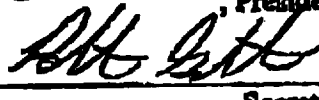
10. Effective Date of Merger. This Plan and Agreement of Merger shall be effective on March 31, 2006, 11:59 p.m. or, if later, upon the filing of the Certificate of Merger with the New Jersey Division of Revenue.

IN WITNESS WHEREOF, each of the Entities has caused this Plan and Agreement of Merger to be executed by its respective duly authorized officers the day and year first above written.

Southern New Jersey Internet Providers, Inc.,
a New Jersey corporation

By: 

President

By: 

Secretary

SNIP LINK, L.L.C.,
a New Jersey limited liability company

By: 