

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/11/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aria Systems, LLC		10/11/2007	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Aria Systems, Inc.
Street Address:	1400 North Providence Road
City:	Media
State/Country:	PENNSYLVANIA
Postal Code:	19063
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77385118	ARIA SYSTEMS
Serial Number:	77385337	ARIA

CORRESPONDENCE DATA

Fax Number: (215)701-2273
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-665-7273
 Email: cmiller@cozen.com
 Correspondent Name: Camille M. Miller
 Address Line 1: 1900 Market Street
 Address Line 2: Cozen O'Connor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	ARIA-2 AND 3 (197764)
NAME OF SUBMITTER:	Camille M. Miller

TRADEMARK

Signature:	/Camille M. Miller/
Date:	05/15/2008
Total Attachments: 4 source=Agmt and Plan of Merger#page1.tif source=Agmt and Plan of Merger#page2.tif source=Agmt and Plan of Merger#page3.tif source=Agmt and Plan of Merger#page4.tif	

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER dated as of October 11, 2007, (this "Agreement") is by and between Aria Systems, LLC, a Pennsylvania limited liability company (the "LLC"), and Aria Systems, Inc., a Delaware corporation (the "Corporation").

INTRODUCTION

WHEREAS, the parties hereto desire to effect a merger (the "Merger") pursuant to which the LLC will merge with and into Corporation, with Corporation surviving such Merger, pursuant to the applicable provisions of the Delaware General Corporation Law ("DGCL") and the Pennsylvania Limited Liability Law.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereby agree as follows:

1. Merger Organization.

1.1. The Merger. As of the Effective Time (as defined in subsection 1.2 hereof), (a) the LLC shall be merged with and into Corporation, and the separate existence of the LLC shall thereupon cease, and (b) the Corporation, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its existence and be organized under and governed by the laws of the State of Delaware.

1.2. Effective Time. At such time and date as the parties hereto may mutually agree, the parties shall cause to be filed an appropriate Certificate of Merger with each of the Secretary of State of the State of Delaware and the Department of State of the Commonwealth of Pennsylvania. The Merger shall become effective on the date and time when such Certificate of Merger is filed with both the Secretary of State of the State of Delaware and the Department of State of the Commonwealth of Pennsylvania (the "Effective Time").

1.3. Certificate of Incorporation. The Corporation's Amended and Restated Certificate of Incorporation as in effect immediately prior to the Effective Time, shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided therein.

1.4. Directors and Officers. The directors and officers of the Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the Bylaws of Corporation.

1.5. Bylaws. The Bylaws of the Corporation immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein.

1.6. Assets and Liabilities. From and after the Effective Time, all of the assets of the LLC (including, without limitation, all of its respective contractual rights, goodwill, accounts and other tangible and intangible assets) shall become the property of the Surviving Corporation, and the Surviving Corporation shall succeed to all of the liabilities of the LLC. The Surviving Corporation shall have full power and authority, from and after the Effective Time, to execute such instruments of assignment and other documents necessary to vest in the Surviving Corporation all of the assets of the LLC.

2. Exchange of Shares. Each Class A Unit of the LLC outstanding immediately prior to the Effective Time of the Merger shall, upon the Effective Time of the Merger, be terminated and exchanged for one-quarter (0.25) of one share of Common Stock of the Surviving Corporation. Each Class B Unit of the LLC (other than Class B Units issued in connection with the LLC's private placement offering on July 26, 2006 and other than Class B Units which were issued in connection with conversion of the LLC's Unsecured Convertible Bridge Notes issued in January, 2006 (collectively, the "Special Class B Units")) outstanding immediately prior to the Effective Time of the Merger shall, upon the Effective Time of the Merger, be terminated and exchanged for one-quarter (0.25) of one share of Common Stock of the Surviving Corporation. Each Special Class B Unit of the LLC outstanding immediately prior to the Effective Time of the Merger shall, upon the Effective Time of the Merger, be terminated and exchanged for three-eighths (0.375) of one share of Common Stock of the Surviving Corporation. No fractional shares shall be issued in the Merger. Issuances of Common Stock in the Merger shall be rounded down, in all circumstances, to the nearest whole number of shares. Each share of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Time of the Merger shall continue to represent one issued share of the Surviving Corporation.

3. Exchange of Options and Warrants. Corporation shall issue and deliver such options and warrants exercisable to purchase shares of Common Stock of Corporation as shall be necessary to comply with those provisions pertaining to the occurrence of an event such as the Merger contained in options and warrants to purchase Units of the LLC outstanding immediately prior to the Effective Time.

4. General Provisions.

4.1. Expenses. If the Merger is not consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses. If the Merger is consummated, all such costs and expenses incurred in connection herewith shall be borne by the Surviving Corporation.

4.2. Tax-Free Transaction. The parties hereto intend that the transfer of assets and liabilities from the LLC to the Surviving Corporation pursuant to the Merger shall qualify as a tax-free transfer under the applicable sections of the Internal Revenue Code of 1986, as amended, and that no gain or loss be recognized for federal income tax purposes on such transfer or on the receipt of the Surviving Corporation Common Stock by holders of the LLC shares.

4.3. Waiver, Amendment. No failure to exercise and no delay in exercising, on the part of either party, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or

further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law. This Agreement may be modified or amended only by a writing signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware. Any suit, action or proceeding for enforcement of this Agreement may be brought in the courts of the State of Delaware, or any federal court sitting in the State of Delaware and each party hereto consents to the non-exclusive jurisdiction of each such court and to service of process being made in any such action, suit or proceeding being made by mail. Each party hereto hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in any inconvenient court.

4.5. Headings. The descriptive headings of the several sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

4.6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that no party may assign its rights hereunder without the prior written consent of the nonassigning party.

4.7. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to this transaction and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.

4.8. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

4.9. Specific Performance. The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that any party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.

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THIS AGREEMENT AND PLAN OF MERGER IS EXECUTED as a sealed instrument
as of the date first above written.

ARIA SYSTEMS, LLC
(a Pennsylvania limited liability company)

By: 

Name: Edward Sullivan

Title: CEO

ARIA SYSTEMS, INC.
(a Delaware corporation)

By: 

Name: Edward Sullivan

Title: CEO

The Secretary of Aria Systems, Inc. hereby certifies that this Agreement and Plan of
Merger has been adopted pursuant to Section 251(f) of the DGCL and that no shares of stock of
Aria Systems, Inc. were issued prior to the adoption by the Board of Directors of the resolution
approving this Agreement and the transactions contemplated thereby.

ARIA SYSTEMS, INC.
(a Delaware corporation)

By: 

Name: Michael J. Brasla, Jr.

Title: Secretary