

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/20/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Initial Security, LLC		07/17/2006	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

Name:	Initial Security LLC (f/k/a Initial Security II, LLC)
Street Address:	Eight Tower Bridge
Internal Address:	161 Washington Street Suite 600
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2860459	AMERISEC
Registration Number:	3264471	SYSTEMSWATCH

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 735-2432  
 Email: Faith.Robinson@skadden.com  
 Correspondent Name: Matthew B. Fagin, Esq.  
 Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP  
 Address Line 2: Four Times Square  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	692710/9
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CH \$65.00 2860459

NAME OF SUBMITTER:	Matthew B. Fagin
Signature:	/Matthew B. Fagin/
Date:	08/12/2008

**Total Attachments: 22**

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DEAN HELLER  
 Secretary of State  
 204 North Carson Street, Suite 1  
 Carson City, Nevada 89701-4299  
 (775) 684 5708  
 Website: secretaryofstate.biz

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 1**

ABOVE SPACE IS FOR OFFICE USE ONLY

**(Pursuant to Nevada Revised Statutes Chapter 92A)  
 (excluding 92A.200(4b))**

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.

Initial Security, LLC  
 \_\_\_\_\_  
**Name of merging entity**

Nevada  
 \_\_\_\_\_  
 Jurisdiction

Limited Liability Company  
 \_\_\_\_\_  
 Entity type \*

\_\_\_\_\_  
**Name of merging entity**

\_\_\_\_\_  
 Jurisdiction

\_\_\_\_\_  
 Entity type \*

\_\_\_\_\_  
**Name of merging entity**

\_\_\_\_\_  
 Jurisdiction

\_\_\_\_\_  
 Entity type \*

\_\_\_\_\_  
**Name of merging entity**

\_\_\_\_\_  
 Jurisdiction

\_\_\_\_\_  
 Entity type \*

and,

Initial Security II, LLC  
 \_\_\_\_\_  
**Name of surviving entity**

Nevada  
 \_\_\_\_\_  
 Jurisdiction

Limited Liability Company  
 \_\_\_\_\_  
 Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 2**

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger – NRS 92A.190):

Attn: \_\_\_\_\_  
 c/o: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3) (Choose one)

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180)

4) Owner's approval (NRS 92A.200)(options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

(a) Owner's approval was not required from :

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

and, or;

\_\_\_\_\_  
 Name of *surviving* entity, if applicable

**Filing Fee \$350.00**

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State AM Merger 2003  
 Revised on: 10/03/05



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 3**

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(b) The plan was approved by the required consent of the owners of \*:

Initial Security, LLC  
 \_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

and, or;

Initial Security II, LLC  
 \_\_\_\_\_  
 Name of *surviving* entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 4**

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

\_\_\_\_\_  
 Name of *merging* entity, if applicable

and, or;

\_\_\_\_\_  
 Name of *surviving* entity, if applicable



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 5**

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**5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)\*:**

Article 1 of the Articles of Organization of Initial Security II, LLC shall be amended to read  
that the name of the limited liability company shall be Initial Security LLC.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6) Location of Plan of Merger (check a or b):**

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

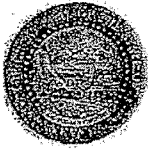
**7) Effective date (optional)\*\*:** 12:01 a.m., Eastern Time, July 20, 2006

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent – Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

\*\* A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State AM Merger 2003  
 Revised on: 10/03/05



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 6

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8) Signatures – Must be signed by: An officer of each corporation whether or not for profit; all general partners of each limited partnership or limited-liability limited partnership; a manager of each a limited-liability company with managers or by one member if without managers; a trustee of a business trust; a managing partner of a limited-liability partnership; by one partner of a general partnership.\* (if there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.):

Initial Security, LLC  
 Name of merging entity  
 Signature: Randal Dorn Title: Randal Dorn, President/CEO Date: 07 / 17 / 06

Name of merging entity  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of merging entity  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of merging entity  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Initial Security II, LLC, by Initial Tropical Plants, Inc., its sole member  
 Name of surviving entity  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date: 07 / \_\_\_\_ / 06

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.  
**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.  
 This form must be accompanied by appropriate fees.





## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Plan of Merger") is made and entered into as of the 19<sup>th</sup> day of July, 2006, by and between Initial Security, LLC, a Nevada limited liability company (the "Merging Company"), and Initial Security II, LLC, a Nevada limited liability company (the "Surviving Company"), being sometimes hereinafter together referred to as the "Constituent Companies."

### WITNESSETH

WHEREAS, each of the Constituent Companies is a limited liability company duly organized and existing under the laws of the State of Nevada;

WHEREAS, the managers and the sole member of the Merging Company and the sole member of the Surviving Company deem it advisable for the general welfare and to the benefit of such companies and their respective members that the Merging Company merge with and into the Surviving Company pursuant to the applicable provisions of the Nevada Revised Statutes ("NRS");

WHEREAS, the managers and the sole member of the Merging Company and the sole member of the Surviving Company have, by resolutions duly adopted, approved this Plan of Merger and directed that it be executed by the undersigned officers; and

WHEREAS, it is the intention of the Constituent Companies that the Merger (as hereinafter defined) shall be a tax-free reorganization pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Nevada, that the Merging Company shall be merged with and into the Surviving Company, which shall be the company surviving the merger, pursuant to the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect shall be as hereafter set forth:

### ARTICLE I

#### EFFECTIVE TIME

If this Plan of Merger is not terminated and abandoned pursuant to the provisions of **Article VII** hereof, Articles of Merger shall be filed with the Secretary of State of the State of Nevada. The Merger shall be effective at 12:01 a.m. Eastern Time on July 20, 2006, or such other date and time as determined by the officers of the Constituent Companies and which shall be set forth in the Articles of Merger (the "Effective Time"). At the Effective Time, the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the Surviving Company.

## ARTICLE II

### ARTICLES OF ORGANIZATION

The Articles of Organization of the Surviving Company shall continue unchanged after the Merger until changed or amended as provided by law.

## ARTICLE III

### CONVERSION OF MEMBERSHIP INTERESTS IN THE MERGER

The mode of carrying into effect the Merger provided for herein, and the manner and basis of converting the membership interests of the Constituent Companies, are as follows:

1. The membership interests of the Merging Company issued and outstanding as of the Effective Time shall be cancelled and retired, all rights with respect thereof shall cease to exist and no membership interests of the Merging Company, the Surviving Company or other securities of either of the Constituent Companies shall be issuable with respect thereto.

2. The member of the Surviving Company, as reflected on the books of the Surviving Company at the Effective Time shall, as of the Effective Time, by virtue of the Merger and without any action on the part of such member, be the member of the Surviving Company, owning the membership interests in and to the Surviving Company which such member owned in the Surviving Company immediately prior to the Effective Time.

## ARTICLE IV

### EFFECT OF THE MERGER

At the Effective Time, the separate existence of each Constituent Company (other than the Surviving Company) shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Company, the officers (if any), or other authorized representatives of the respective Constituent Companies shall execute, acknowledge and deliver such instruments and do such acts. For these purposes, the existence of the Constituent Companies and the authority of their respective officers, managers (if any) and/or other authorized representatives is continued notwithstanding the Merger. The Surviving Company shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each Constituent Company, and all obligations belonging to or due to each Constituent Company, all of which are vested in the Surviving Company without further act or deed in accordance with the applicable provisions of the NRS. Title to any real estate or any interest in the real estate vested in any Constituent Company shall not revert or in any way be impaired by reason of such merger. The Surviving Company is liable for all the obligations of each Constituent Company. Any claim

existing or any action or proceeding pending by or against any Constituent Company may be prosecuted to judgment, with right or appeal, as if the Merger had not taken place, or the Surviving Company may be substituted in its place. All rights of creditors of each Constituent Company are preserved unimpaired, and all liens upon the property of any Constituent Company are preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time.

## ARTICLE V

### ACCOUNTING MATTERS

The assets and liabilities of the Constituent Companies, as of the Effective Time of the Merger, shall be taken upon the books of the Surviving Company at the amounts at which they shall be carried at that time on the books of the respective Constituent Companies, subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the Merger.

## ARTICLE VI

### APPROVAL OF THE CONSTITUENT COMPANIES

This Plan of Merger has been approved by the Constituent Companies in accordance with the applicable provisions of the NRS.

## ARTICLE VII

### ABANDONMENT

This Plan of Merger may be abandoned at any time notwithstanding favorable action on the Merger by the sole member of either or both of the Constituent Companies, but not later than the Effective Time. In the event of the termination and abandonment of this Plan of Merger and the Merger pursuant to this **Article VII**, this Plan of Merger shall become void and have no effect, without any liability on the part of either of the Constituent Companies or their sole members or officers in respect thereof.

## ARTICLE VIII

### AMENDMENT

The Constituent Companies, by mutual consent of their respective sole members, may amend this Plan of Merger in such manner as may be agreed upon by them in writing at any time.

ARTICLE IX

FURTHER ASSURANCES

If at any time the Surviving Company shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Company, the title to any property or rights of the Merging Company acquired or to be acquired by or as a result of the Merger, the proper officers (if any) or other authorized representative of the Surviving Company shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of the Merging Company or the Surviving Company to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise carry out the purposes of this Plan of Merger.

ARTICLE X

COUNTERPARTS

This Plan of Merger may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Merging Company, pursuant to the approval and authority given by resolutions adopted by its Managers and sole member, and the Surviving Company, pursuant to the approval and authority duly given by resolutions adopted by its sole member, have each caused this Plan of Merger to be executed by its duly authorized officers or representatives, all as of the day and year first above written.

**“MERGING COMPANY”**

INITIAL SECURITY, LLC,  
a Nevada limited liability company

By: Randal Dorn  
Randal Dorn, President and Chief Executive Officer

**“SURVIVING COMPANY”**

INITIAL SECURITY II, LLC,  
a Nevada limited liability company

By: Initial Tropical Plants, Inc.,  
its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Merging Company, pursuant to the approval and authority given by resolutions adopted by its Managers and sole member, and the Surviving Company, pursuant to the approval and authority duly given by resolutions adopted by its sole member, have each caused this Plan of Merger to be executed by its duly authorized officers or representatives, all as of the day and year first above written.

**"MERGING COMPANY"**

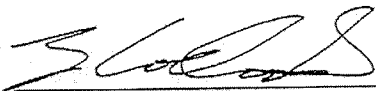
INITIAL SECURITY, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Randal Dorn, President and Chief Executive Officer

**"SURVIVING COMPANY"**

INITIAL SECURITY II, LLC,  
a Nevada limited liability company

By: Initial Tropical Plants, Inc.,  
its sole member

By:   
Name: IAN LOCKWOOD  
Title: Authorized Person

**INITIAL SECURITY, LLC**

**JOINT ACTION OF  
MANAGERS AND SOLE MEMBER  
BY UNANIMOUS WRITTEN CONSENT**

July 17, 2006

The undersigned, being all of the Managers and the sole member of Initial Security, LLC, a Nevada limited liability company (the "Company"), do hereby unanimously consent to and adopt the following resolutions and direct the Secretary of the Company to file this consent in the minute book of the Company:

Merger with Initial Security II, LLC

WHEREAS, the Company is a direct, wholly-owned subsidiary of Initial Tropical Plants, Inc., a Delaware corporation ("ITP"); and

WHEREAS, the Managers and the sole member of the Company have determined that it would be in the best interest of the Company and its sole member for the Company to be merged (the "Merger") with and into Initial Security II, LLC, a Nevada limited liability company and wholly-owned subsidiary of ITP, with Initial Security II, LLC to be the surviving company in the Merger, upon the terms and conditions set forth in the form of Agreement and Plan of Merger (the "Plan of Merger") presented to the Managers and the sole member; now, therefore, be it

RESOLVED: That the Plan of Merger is, and the transactions contemplated thereby are, hereby authorized and approved in all respects; and further

RESOLVED: That the Merger shall be effective at such date and time as the officers of the Company, or any of them, deem appropriate; and further

RESOLVED: That the Managers or officers of the Company, and each of them, are hereby authorized and directed to execute and deliver the Plan of Merger and each of the other agreements, instruments and documents contemplated thereby, in the name and on behalf of the Company, in substantially the respective forms thereof presented to the Managers and the sole member, with such changes, additions and amendments thereto as the Managers or officers, or any of them, may determine to be advisable and proper, which determination shall be evidenced by such officer's signature thereto; and further

RESOLVED: That, subject to the fulfillment of the terms and conditions of the Plan of Merger, the Managers or officers of the Company, and each of them, are hereby authorized and directed, in the name and on behalf of the Company, to execute, deliver,



file and record Articles of Merger with the Secretary of State of the State of Nevada and all such other instruments and documents, and to take or cause to be taken all such actions, which in the judgment of the Managers or officers, or any of them, may be necessary or advisable to accomplish the Merger, to carry out the terms of any and all of the transactions contemplated by the Plan of Merger and to carry out each of the foregoing resolutions and the intent and purposes thereof; and further

RESOLVED: That the Managers or officers of the Company, and each of them, be and are hereby authorized and directed, in the name and on behalf of the Company, to execute, certify, deliver, file and record all such documents and instruments, and to take or cause to be taken all other actions on behalf of the Company, which, in the judgment of such Managers or officers, or any of them, may be necessary or appropriate to consummate the transactions described herein and to carry out the foregoing resolutions and the purposes and intent thereof; and further

RESOLVED: That any specific resolutions necessary or advisable for the purpose of carrying out any transaction contemplated by the foregoing resolutions are hereby deemed adopted and may be certified as having been adopted by the Managers and the sole member of the Company on this date, provided that a copy thereof is inserted in the minute book of the Company following this consent; and further

RESOLVED: That all actions taken by the Managers, the sole member and the officers of the Company in connection with the foregoing resolutions are hereby ratified and approved.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

This written consent may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Dated: July 17, 2006

**MANAGERS:**

\_\_\_\_\_  
George C. Beavers

  
\_\_\_\_\_  
Randal Dorn

\_\_\_\_\_  
Michael H. Schroeder

\_\_\_\_\_  
Clive M. N. Ward

**SOLE MEMBER:**

INITIAL TROPICAL PLANTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This written consent may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

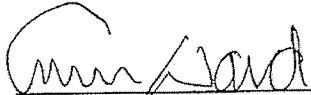
Dated: July 17, 2006

**MANAGERS:**

\_\_\_\_\_  
George C. Beavers

\_\_\_\_\_  
Randal Dorn

\_\_\_\_\_  
Michael H. Schroeder



\_\_\_\_\_  
Clive M. N. Ward

**SOLE MEMBER:**

INITIAL TROPICAL PLANTS, INC.

By: 

Name: IAN LOCKWOOD

Title: Authorized Person

This written consent may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Dated: July 17, 2006

MANAGERS:



\_\_\_\_\_  
George C. Beavers

\_\_\_\_\_  
Randal Dorn



\_\_\_\_\_  
Michael H. Schroeder

\_\_\_\_\_  
Clive M. N. Ward

SOLE MEMBER:

INITIAL TROPICAL PLANTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INITIAL SECURITY II, LLC**

**ACTION OF SOLE MEMBER  
BY WRITTEN CONSENT**

July 17, 2006

The undersigned, being the sole member of Initial Security II, LLC, a Nevada limited liability company (the "Company"), does hereby consent to and adopt the following resolutions and direct the Secretary of the Company to file this consent in the minute book of the Company:

Merger with Initial Security, LLC

WHEREAS, the Company is a direct, wholly-owned subsidiary of Initial Tropical Plants, Inc., a Delaware corporation ("ITP"); and

WHEREAS, the sole member of the Company has determined that it would be in the best interest of the Company for Initial Security, LLC, a Nevada limited liability company and wholly-owned subsidiary of ITP, to be merged (the "Merger") with and into the Company, with the Company being the surviving company in the Merger, upon the terms and conditions set forth in the form of Agreement and Plan of Merger (the "Plan of Merger") presented to the sole member; now, therefore, be it

RESOLVED: That the Plan of Merger is, and the transactions contemplated thereby are, hereby authorized and approved in all respects; and further

RESOLVED: That the Merger shall be effective at such date and time as the officers of the sole member of the Company, or any of them, deem appropriate; and further

RESOLVED: That the officers of the sole member of the Company, and each of them, are hereby authorized and directed to execute and deliver the Plan of Merger and each of the other agreements, instruments and documents contemplated thereby, in the name and on behalf of the Company, in substantially the respective forms thereof presented to the sole member with such changes, additions and amendments thereto as the officers, or any of them, may determine to be advisable and proper, which determination shall be evidenced by such officer's signature thereto; and further

RESOLVED: That, subject to the fulfillment of the terms and conditions of the Plan of Merger, the officers of the sole member of the Company, and each of them, are hereby authorized and directed, in the name and on behalf of the Company, to execute, deliver, file and record Articles of Merger with the Secretary of State of the State of Nevada and all such other instruments and documents, and to take or cause to be taken all such actions, which in the judgment of the officers, or any of them, may be necessary or advisable to accomplish the Merger, to carry out the terms of any and all of the

transactions contemplated by the Plan of Merger and to carry out each of the foregoing resolutions and the intent and purposes thereof; and further

RESOLVED: That the officers of the sole member of the Company, and each of them, be and are hereby authorized and directed, in the name and on behalf of the Company, to execute, certify, deliver, file and record all such documents and instruments, and to take or cause to be taken all other actions on behalf of the Company, which, in the judgment of such officers, or any of them, may be necessary or appropriate to consummate the transactions described herein and to carry out the foregoing resolutions and the purposes and intent thereof; and further

RESOLVED: That any specific resolutions necessary or advisable for the purpose of carrying out any transaction contemplated by the foregoing resolutions are hereby deemed adopted and may be certified as having been adopted by the sole member of the Company on this date, provided that a copy thereof is inserted in the minute book of the Company following this consent; and further

RESOLVED: That all actions taken by the sole member of the Company and its officers in connection with the foregoing resolutions are hereby ratified and approved.

#### Amendment to Articles of Organization

WHEREAS, in connection with the Merger, the sole member of the Company desires to approve a certain amendment (the "Amendment") to the Articles of Organization of the Company in order to change the name of the Company to Initial Security, LLC; now, therefore, be it

RESOLVED: That Article I of the Company's Articles of Organization be amended to read that the name of the limited liability company is Initial Security LLC; and further

RESOLVED: That the sole member of the Company hereby consents to, authorizes and approves the Amendment in all respects; and further

RESOLVED: That the officers of the sole member of the Company, and each of them, be and are hereby authorized and directed, in the name and on behalf of the Company, to execute, certify, deliver, file and record all such documents and instruments, and to take or cause to be taken all other actions on behalf of the Company, which, in the judgment of such officers, or any of them, may be necessary or appropriate to carry out the foregoing resolutions and the purposes and intent thereof; and further

RESOLVED: That any specific resolutions necessary or advisable for the purpose of carrying out the foregoing resolutions are hereby deemed adopted and may be certified as having been adopted by the sole member of the Company on this date, provided that a copy thereof is inserted in the minute book of the Company following this consent; and further

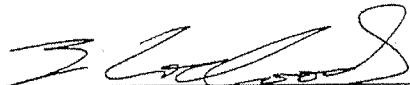
RESOLVED: That all actions taken by the sole member of the Company and its officers in connection with the foregoing resolutions are hereby ratified and approved.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Dated: July 17, 2006

SOLE MEMBER:

INITIAL TROPICAL PLANTS, INC.

By:   
Name: IAN LOCKWOOD  
Title: Authorized Person

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