

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trade

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ial documents or copy thereof.

1. Name of conveying party(ies):

David Sarnoff Research Center, Inc.
201 Washington Road, CN 5300
Princeton, NJ 08543

MLP
2-1-99

2. Name and address of receiving party(ies):

Name: Sarnoff Corporation

Internal Address: _____

Street Address: 201 Washington Road, CN 5300

City: Princeton State: NJ ZIP: 08543

Additional name(s) & address(es) attached? Yes No

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: 4/4/97

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/818554

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Patent Operations

Internal Address: Sarnoff Corporation

02/04/1999 JSHABAZZ 00000037 040203 08818554

01 FC:581 40.00 CH

Street Address: 201 Washington Road, CN 5300

City: Princeton State: NJ ZIP: 08543

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

04-0203

DO NOT USE THIS SPACE

9. 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 V. Silverio

Name of Person Signing

John V. Silverio

Signature

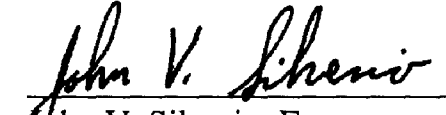
26 Jan 99

Date

Total number of pages including cover sheet, attachments, and document: 8

Certification of Copy

I certify that the attached copy of the Certificate of Merger of David Sarnoff Research Center, Inc. into Sarnoff Corporation is a true and correct copy of the original.



John V. Silverio, Esq.
Registration No. 34,014

MGB/NCP

FILED

404001

CERTIFICATE OF MERGER

OF

APR 4 1997

DAVID SARNOFF RESEARCH CENTER, INC.

LONNA R. HOOK
Secretary of State

INTO

115 9644 / 11596

THE SARNOFF CORPORATION

Pursuant to the provisions of Chapter 10 of the New Jersey Business Corporation Act, the undersigned corporations, DAVID SARNOFF RESEARCH CENTER, INC., a Delaware corporation ("DSRC"), and THE SARNOFF CORPORATION, a New Jersey corporation ("Sarnoff"), adopt the following Certificate of Merger for the purpose of merging DSRC with and into Sarnoff, with Sarnoff as the surviving corporation.

1. The Agreement and Plan of Merger setting forth the terms and conditions of the merger of DSRC into Sarnoff is attached to this Certificate as an exhibit.

2. The Agreement and Plan of Merger was approved by the board of directors of DSRC pursuant to a unanimous written consent of directors dated April 3, 1997. The sole stockholder of DSRC approved the Agreement and Plan of Merger by written consent dated April 3, 1997. There is one (1) share of common stock, without par value, of DSRC issued and outstanding that was entitled to vote on the Agreement and Plan of Merger. One (1) share was voted in favor of the Agreement and Plan of Merger, and zero shares were voted against the Agreement and Plan of Merger.

3. The Agreement and Plan of Merger was approved by the board of directors of Sarnoff pursuant to a unanimous written consent of directors dated April 2, 1997. The sole shareholder of Sarnoff approved the Agreement and Plan of Merger by written consent dated April 2, 1997. There is one (1) share of common stock, without par value, of Sarnoff issued and outstanding that was entitled to vote on the Agreement and Plan of Merger. One (1) share was voted in favor of the Agreement and Plan of Merger, and zero shares were voted against the Agreement and Plan of Merger.

4. Article 1 of the Certificate of Incorporation of Sarnoff, as amended, is amended in its entirety to read as follows:

"Article 1. The name of the Corporation is Sarnoff Corporation."

5. The Agreement and Plan of Merger shall be effective on April 4, 1997 at the close of business.

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PATENT

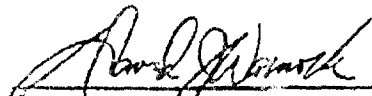
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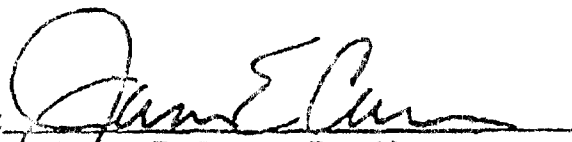
6. The laws of the State of Delaware, the jurisdiction of organization of DSEC, permit the merger contemplated by the Agreement and Plan of Merger, and the laws of the State of Delaware, on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of Delaware, will have been complied with.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate to be signed and sealed as of April 3, 1997.

ATTEST:

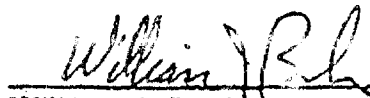
DAVID SARNOFF RESEARCH CENTER, INC.

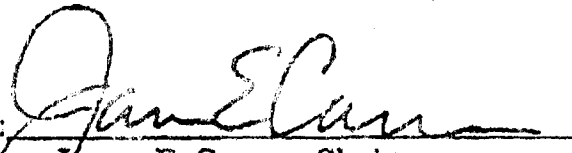

David J. Warnock
Secretary

By: 
James E. Carnes, President

ATTEST:

THE SARNOFF CORPORATION


William J. Burke
Secretary

By: 
James E. Carnes, Chairman

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of April 3, 1997, 1997, by and between THE SARNOFF CORPORATION, a New Jersey corporation ("Sarnoff") and DAVID SARNOFF RESEARCH CENTER, INC., a Delaware corporation and the sole stockholder of Sarnoff ("DSRC"). Sarnoff and DSRC are sometimes hereinafter together referred to as the "Constituent Corporations."

BACKGROUND

In order to allow DSRC to reincorporate in New Jersey under a new name, DSRC created Sarnoff for the purpose of effecting the merger of DSRC with and into Sarnoff pursuant to the terms and subject to the conditions set forth herein, and the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

1. Names. The name of the corporation proposing to merge is "David Sarnoff Research Center, Inc.," a Delaware corporation (referred to herein as "DSRC"). The name of the corporation into which DSRC proposes to merge is "The Sarnoff Corporation," a New Jersey corporation (referred to herein as "Sarnoff"), and Sarnoff shall be the surviving corporation (the "Surviving Corporation").

2. Merger of DSRC into Sarnoff. At the Effective Time (as defined in Section 7 below), DSRC will merge with and into Sarnoff in accordance with the provisions of the New Jersey Business Corporation Act and the Delaware General Corporation Law (the "Merger") and the separate existence of DSRC will cease. Sarnoff will change its name and continue its existence under New Jersey law under the name "Sarnoff Corporation."

3. Certificate of Incorporation and Bylaws of Surviving Corporation. The Certificate of Incorporation and Bylaws of Sarnoff in effect at the Effective Time will become the Certificate of Incorporation and Bylaws of the Surviving Corporation without further shareholder action and will thereafter continue to be its Certificate of Incorporation and Bylaws until changed as provided by law; provided, that, at the Effective Time, Article 1 of the Certificate of Incorporation of the Surviving Corporation shall be amended in its entirety to read as follows:

"Article 1. The name of the Corporation is Sarnoff Corporation."

4. Directors and Officers of Surviving Corporation. The directors of DSRC immediately prior to the Effective Time will become the directors of the Surviving Corporation after the Effective Time, to hold office until their respective successors are duly elected and qualified in the manner provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation, or until their prior resignation, removal or death. The officers of DSRC immediately prior to the

Effective Time shall become the officers of the Surviving Corporation after the Effective Time, to hold office at the pleasure of the Board of Directors of the Surviving Corporation.

5. Shares.

5.1. At the Effective Time, the single issued and outstanding share of common stock, without par value, of DSRC will, by virtue of the Merger and without any action on the part of the holder thereof, become and be converted into one validly issued, fully-paid and non-assessable share of common stock, without par value, of the Surviving Corporation. The share of DSRC common stock so converted shall cease to exist as such, and shall exist only as a share of Sarnoff common stock.

5.2. At the Effective Time, the single share of Sarnoff common stock, without par value, issued and outstanding in the name of DSRC, shall by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto, and shall resume the status of an authorized and unissued share of Sarnoff common stock.

5.3. No exchange of certificates representing shares of DSRC stock converted pursuant to Section 5.1 hereof shall be required, and from and after the Effective Time and until certificates representing such DSRC stock are presented for exchange or registration of transfer, all such certificates shall be deemed for all purposes to represent the same number of shares of Sarnoff stock into which they were so converted. After the Effective Time, whenever certificates which formerly represented shares of DSRC stock are presented for exchange or registration of transfer, Sarnoff shall cause to be issued in respect thereof, certificates representing an equal number of shares of Sarnoff stock.

5.4. Conditions to Merger. Consummation of the Merger is subject to the satisfaction of the following conditions on or before the Effective Time:

(a) the Merger shall have received the requisite approval of the shareholders of DSRC and Sarnoff; and

(b) all required consents of third parties with respect to the transactions contemplated by this Agreement are obtained. The conditions set forth in this subparagraph may be waived in the discretion of the Board of Directors of DSRC.

6. Effect of Merger. At the Effective Time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such corporations 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 effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations, 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 any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

7. Approval, Filing and Effective Time. Subsequent to the execution of this Agreement, DSRC shall submit this Agreement to its shareholders for their approval pursuant to the applicable provisions of the Delaware General Corporation Law and Sarnoff shall submit this Agreement to its shareholders for their approval pursuant to the applicable provisions of the New Jersey Business Corporation Act. After this Agreement has been duly approved in the manner required by law, upon fulfillment or waiver of the other condition specified in Section 5.4 hereof, and provided that this Agreement has not been terminated pursuant to Section 8 hereof, the parties hereto will cause the Merger to be consummated by executing and filing in accordance with the requirements of this Agreement and the respective requirements of the Delaware General Corporation Law and the New Jersey Business Corporation Act, a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and a Certificate of Merger with the Secretary of State of the State of New Jersey. The Merger will be effective (the "Effective Time") on April 11, 1997 at the close of business.

8. Termination. This Agreement may be terminated and the Merger abandoned by action of the Board of Directors of DSRC at any time before the Effective Time, notwithstanding the satisfaction of the conditions set forth in Section 5.4 hereof.

9. Amendment. This Agreement may be amended in any manner at any time before the Effective Time by the mutual consent of the Boards of Directors of DSRC and Sarnoff.

10. Consent to Service of Process. The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of DSRC, as well as for any obligations of the Surviving Corporation arising from the Merger, including the rights of any dissenting stockholders thereof, and hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 201 Washington Road, Princeton, NJ 08540, Attn: President, unless said surviving corporation shall hereafter designate in writing to such Secretary of State of Delaware a different address for such process, in which case the duplicate copy of such process shall be mailed to the last address so designated.

11. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of DSRC such deeds and other instruments, and there shall

I, The Secretary of State of the State of New Jersey, DO HEREBY CERTIFY that the foregoing is a true copy of CERTIFICATE OF *Merger* and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the *4th* day of *April*, A.D. *1997* and now remaining on file and of record therein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this *18th* day of *Dec*, A.D. *1997*

SECRETARY OF STATE
Thomas R. Hooty