

RECORDATION FORM COVER SHEET
PATENTS ONLY

P.02
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Expedited
Attorney Docket No. Assignments

1. Name of conveying party(ies):

Hewlett-Packard Company

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

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.
20555 SH 249
Houston, TX 77070

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

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

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Change of Name

☐ Security Agreement

☐ Other

Execution Date(s): July 3, 2003

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s) Please see attached Schedule A

B. Patent No.(s)

Application No.:

Date Filed:

Confirmation No.:

Additional numbers attached? ~~NO~~ YES

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

Records Manager
Intellectual Property Administration
HEWLETT-PACKARD COMPANY
P.O. Box 272400
Fort Collins, Colorado 80527-2400

6. Total number of applications and patents involved: 173

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

☒ Fee To Expedite Assignment Recordal \$120
☐ Enclosed

☒ Any additional necessary fees

☒ Authorization to be charged to deposit account.

8. Deposit Account Number: 08-2025

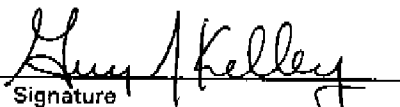
DO NOT USE THIS SPACE

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.

Guy J. Kelley

Name of Person Signing


Signature

July 3, 2003

Date

Total number of pages including cover sheet, attachments, and document: 19

OMB No. 0651-0011 (exp. 4/94)

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Mail document to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

PATENT

SCHEDULE A - HPCO to HPDC DATED July 1, 2003

Serial No.	Filing Date	Attorney Docket Number	Attorney Docket
08/704217	23-Aug-96	10951060	1
08/709354	06-Sep-96	10960809	4
09/042202	13-Mar-98	10971137	1
09/052922	31-Mar-98	10972005	1
09/062023	17-Apr-98	10971055	1
09/150323	09-Sep-98	60980042	1
09/154001	16-Sep-98	10980385	1
09/179706	26-Oct-98	10982270	1
09/191964	13-Nov-98	10981779	1
09/217684	21-Dec-98	10980411	1
09/238540	27-Jan-99	10980692	1
09/272798	29-Mar-99	10981624	1
09/280735	29-Mar-99	10981671	1
09/295548	21-Apr-99	10982335	1
09/364971	31-Jul-99	10981104	2
09/371466	10-Aug-99	10981723	1
09/378192	20-Aug-99	10990415	1
09/390199	07-Sep-99	10971338	1
09/400416	21-Sep-99	10982412	1
09/405892	24-Sep-99	10990925	1
09/430369	29-Oct-99	10991082	1
09/437380	10-Nov-99	10991428	1
09/457169	08-Dec-99	10991204	1
09/465723	17-Dec-99	10971205	1
09/482826	13-Jan-00	10001008	1
09/485213	11-Aug-98	10970767	6
09/490395	24-Jan-00	10971191	1
09/492929	27-Jan-00	10982151	2
09/494291	31-Jan-00	10991067	1
09/494598	31-Jan-00	10001458	1
09/502366	18-Feb-00	10992627	1
09/503749	14-Feb-00	10990835	1
09/504822	16-Feb-00	10991786	1
09/510282	21-Feb-00	10971366	1
09/510371	22-Feb-00	10971386	1
09/522967	10-Mar-00	10991824	1
09/532930	22-Mar-00	10970586	4
09/542404	03-Apr-00	10002759	1
09/547361	11-Apr-00	10991332	1
09/549233	13-Apr-00	10001118	1
09/558088	25-Apr-00	10002464	1
09/559952	27-Apr-00	10992413	1
09/560553	28-Apr-00	10002521	1
09/561591	01-May-00	10002500	1
09/561689	01-May-00	10002921	1
09/562191	01-May-00	10002511	1

SCHEDULE A - HPCO to HPDC DATED July 1, 2003

Serial No.	Filing Date	Attorney Docket Number	Attorney Docket
09/563763	01-May-00	10002494	1
09/565015	04-May-00	10992582	1
09/598530	21-Jun-00	10001374	1
09/605158	27-Jun-00	10002615	1
09/614579	12-Jul-00	10991251	1
09/624790	25-Jul-00	10001843	1
09/640464	15-Aug-00	10002404	1
09/695793	24-Oct-00	10002296	1
09/704358	01-Nov-00	10002216	1
09/706315	02-Nov-00	10992514	1
09/710161	08-Nov-00	10002305	1
09/715882	17-Nov-00	10005284	1
09/716878	20-Nov-00	10004968	1
09/718952	21-Nov-00	10981098	1
09/729549	04-Dec-00	60002390	1
09/729870	05-Dec-00	10004963	1
09/737189	14-Dec-00	10007352	1
09/761407	16-Jan-01	10992119	1
09/776048	02-Feb-01	10004112	1
09/782001	12-Feb-01	10007979	1
09/791107	22-Feb-01	10004959	1
09/827766	07-Apr-01	10005846	1
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09/829501	09-Apr-01	10007720	1
09/834401	13-Apr-01	10011121	1
09/836124	16-Apr-01	10006168	1
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09/838976	20-Apr-01	10010995	1
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09/839268	20-Apr-01	60990016	3
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09/863988	22-May-01	10012210	1
09/874711	05-Jun-01	10005957	1
09/875356	05-Jun-01	10002367	1
09/882851	15-Jun-01	10017537	1
09/903073	10-Jul-01	10005276	1
09/903085	10-Jul-01	10004674	1
09/906735	18-Jul-01	10008422	1
09/911968	24-Jul-01	10005070	1
09/918669	30-Jul-01	10014079	1
09/918976	31-Jul-01	10014543	1
09/919169	30-Jul-01	10014752	1
09/921824	02-Aug-01	10970058	5
09/938002	22-Aug-01	10011892	1
09/941580	30-Aug-01	60013057	1

SCHEDULE A - HPCO to HPDC DATED July 1, 2003

Serial No.	Filing Date	Attorney Docket Number	Attorney Docket
09/945044	31-Aug-01	10005103	2
09/945046	31-Aug-01	10008034	2
09/945069	31-Aug-01	10018053	1
09/947794	06-Sep-01	10012597	1
09/948210	08-Sep-01	10003623	1
09/952369	11-Sep-01	10011757	1
09/955008	17-Sep-01	10970610	5
09/963187	25-Sep-01	10010655	1
09/966305	18-Dec-01	10012159	1
09/967821	28-Sep-01	10990186	1
09/968283	01-Oct-01	10981005	3
09/972430	05-Oct-01	10004629	1
09/972545	08-Oct-01	10019203	1
09/973238	09-Oct-01	10005634	1
09/976744	13-Oct-01	10003481	1
09/978367	15-Oct-01	10981288	4
09/982974	22-Oct-01	30990104	2
09/983701	25-Oct-01	10019440	1
09/984537	30-Oct-01	60015800	1
09/993577	05-Nov-01	50016922	2
09/994151	26-Nov-01	10014143	1
09/997185	30-Nov-01	10011456	1
10/000120	31-Oct-01	10015467	1
10/003676	31-Oct-01	10008115	1
10/003780	31-Oct-01	10960906	1
10/003939	31-Oct-01	10006597	1
10/010801	13-Nov-01	10002879	1
10/014905	11-Dec-01	10012385	1
10/016454	30-Oct-01	10012978	1
10/017773	12-Dec-01	10001582	4
10/017780	30-Oct-01	10013901	1
10/020059	29-Oct-01	10017962	1
10/020539	30-Oct-01	10007052	1
10/032356	21-Dec-01	10011127	1
10/032976	19-Oct-01	10006860	1
10/039492	26-Oct-01	70011555	1
10/042969	08-Jan-02	10012251	1
10/043986	11-Jan-02	10003863	1
10/044542	11-Jan-02	10002320	1
10/050736	16-Jan-02	10016632	1
10/051505	16-Jan-02	10003866	3
10/051892	18-Jan-02	10011994	1
10/060128	30-Jan-02	10015529	1
10/060821	30-Jan-02	10014753	1
10/062259	31-Jan-02	10008339	1
10/068216	06-Feb-02	10990410	2

SCHEDULE A - HPCO to HPDC DATED July 1, 2003

Serial No.	Filing Date	Attorney Docket Number	Attorney Docket
10/068906	08-Feb-02	10981091	2
10/074783	12-Feb-02	100200116	1
10/079531	22-Feb-02	10991898	3
10/080189	21-Feb-02	10017981	1
10/085450	27-Feb-02	10013708	1
10/094860	11-Mar-02	10019926	1
10/095198	11-Mar-02	10971463	5
10/096542	12-Mar-02	10014181	1
10/103209	21-Mar-02	10014849	1
10/103248	21-Mar-02	10013895	1
10/105490	25-Mar-02	10001907	1
10/116419	04-Apr-02	10018849	1
10/121394	12-Apr-02	10010813	1
10/135165	29-Apr-02	100201552	1
10/135942	29-Apr-02	100202903	1
10/138695	03-May-02	100111767	1
10/139707	06-May-02	10992842	7
10/140390	06-May-02	10019006	1
10/141461	07-May-02	10017970	1
10/154542	23-May-02	100202132	1
10/183151	26-Jun-02	10019884	1
10/186632	02-Jul-02	10019512	2
10/195940	15-Jul-02	10017063	1
10/198285	17-Jul-02	100204092	1
10/205831	26-Jul-02	100202842	1
10/243258	12-Sep-02	10006468	2
10/262376	30-Sep-02	10990035	2
10/283767	30-Oct-02	100110191	1
10/286061	31-Oct-02	100202998	1
10/303119	22-Nov-02	10982221	2
29/138918	21-Mar-01	10013675	1
29/155154	01-Feb-02	10015450	1
29/158884	11-Apr-02	10011724	1
29/165680	13-Aug-02	10004668	2
29/169495	21-Oct-02	200206809	1

PATENT AND PATENT APPLICATION ASSIGNMENT

HEWLETT-PACKARD COMPANY (SOLE OWNER)
TO
HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P. (SOLE OWNER)

WHEREAS, HEWLETT-PACKARD COMPANY, a Delaware corporation having its principal place of business in Palo Alto, California (hereinafter "HP"), is the owner, by assignment, of the United States Patent Applications and Patents identified in the attached Schedule A.

AND WHEREAS, HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P., a limited partnership established under the laws of the State of Texas and having a principal place of business at 20555 S.H. 249 Houston, TX 77070, U.S.A. (hereinafter "HPDC"), desires to acquire the entire right, title and interest, including the right of priority, in, to and under the United States Patent Applications and Patents identified in said Schedule A.

NOW, THEREFORE, pursuant and subject to the IP Assignment Agreement between HP and HPDC effective January 31, 2003, HP does hereby assign and transfer to HPDC the entire right, title and interest, including the right of priority, in, to and under the United States Patent Applications and Patents identified in said Schedule A and the inventions and improvements set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for the United States Patent Applications and Patents identified in said Schedule A, and any and all Patents of the United States and of countries foreign thereto that may be granted thereon or therefore; and any reissues, or reexaminations, or extensions thereof.

IN WITNESS WHEREOF, HP and HPDC have caused this Assignment to be executed by their authorized representatives. Each such authorized representative hereby declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of any patents related thereto.

Hewlett-Packard Company

Hewlett-Packard Development Company, L.P.

By: HPQ Holdings, LLC, its General Partner

By: Charles N. Charnas
Charles N. Charnas
Title: Vice President, Deputy General
Counsel and Assistant Secretary

By: Guy J. Kelley
Guy J. Kelley
Title: Assistant General Counsel, Intellectual Property
(an authorized signatory pursuant to attached
Consent of CPQ Holdings, LLC, now known as
HPQ Holdings, LLC)

Dated: July 1, 2003

Dated: 7-3-2003

**Written Consent
of the
Managers of
CPQ Holdings, LLC**

The undersigned, being managers of **CPQ Holdings, LLC**, a Delaware limited liability company (the "Company"), do hereby consent to the adoption of the following resolutions on this 1st day of November, 2002:

DELEGATION OF AUTHORITY

WHEREAS, the Company is acting in its capacity as General Partner of Hewlett-Packard Development Company, L.P., a Texas limited partnership ("HPDC");

RESOLVED, that the following attorneys be, and each of them hereby is, authorized to take any and all actions on behalf and in the name of the Company, in its capacity as General Partner of HPDC, relating to the administration, management, assignment, licensing or other transfer of HPDC-owned patents, copyrights and trade secrets, including the preparation, prosecution, settlement or defense of litigation, with respect thereto. Such authority shall terminate with respect to any individual at such time as such person ceases to be a member of the intellectual property group within the legal department of Hewlett-Packard Company or its subsidiaries, or his or her earlier death, removal or resignation. In representing this authority, the undersigned shall use the titles set forth next to each of their names:

Douglas Gilbert, Assistant General Counsel, Intellectual Property
Alan Haggard, Assistant General Counsel, Intellectual Property
Guy Kelley, Assistant General Counsel, Intellectual Property
Bloor Redding, Assistant General Counsel, Intellectual Property
Laura Turley, Assistant General Counsel, Intellectual Property

RESOLVED, that the patent attorneys and patent agents listed in the attached SCHEDULE A be, and each of them hereby is, authorized to take any and all actions on behalf and in the name of the Company in its capacity as General Partner of HPDC relating to the preparation and prosecution of patent applications. Such authority shall terminate with respect to any individual at such time as such person ceases to be a member of the intellectual property group within the legal department of Hewlett-Packard Company or its subsidiaries, or their earlier death, removal or resignation. The listed individuals shall represent the Company under the title of patent attorney or patent agent.

RESOLVED, that John Tiedge be, and he hereby is, authorized to take any and all actions on behalf and in the name of the Company in its capacity as General Partner of HPDC

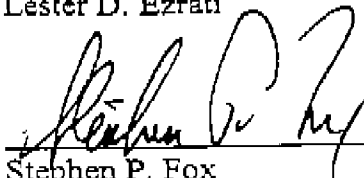
relating to the administration, management, assignment, licensing or other transfer of HPDC-owned trademarks, including the prosecution, enforcement, protection, settlement or defense of litigation, with respect to trademarks. Such authority shall terminate at such time as Mr. Tiedge ceases to be a member of the intellectual property group within the legal department of Hewlett-Packard Company or its subsidiaries, or his earlier death, removal or resignation. Mr. Tiedge shall represent the Company under the title Assistant General Counsel, Intellectual Property.



Charles N. Charnas



Lester D. Ezrati



Stephen P. Fox



Shane Robison

SCHEDULE A

USA

Erik A. Anderson
Joseph Arrambide
Anthony J. Baca
Larry D. Baker
David W. Boyd
Karl E. Bring
Thomas M. Croft
Lloyd E. Dakin
H. Brian Davis
Trucman H. Denny III
Diane C. Drozenski
Stephen P. Fox
Leslie P. Gehman
Douglas M. Gilbert
L. Joy Griebenow
Alan H. Haggard
Kevin M. Hart
Clare Hartnett
W. Bradley Haymond
Susan E. Herninger
Raymond A. Janski
Michael D. Jones
Guy J. Kelley
Irene Kosturakis
Richard P. Lange
Jack A. Lenell
Jeff D. Limon
Mikhail Lotvin
James Maccoun
Taraneh Maghame
Edward Maker II
Richard Main
David M. Mason
Robert C. Mayes
James R. McDaniel

Christopher B. Miller
Lawrence E. Monks
Patrick J. Murphy
Leslie G. Murray
Timothy F. Myers
Alexander J. Neudeck
Tuan V. Ngo
Theodore Park
John R. Pessetto
Scott K. Peterson
David A. Plettner
Jerry Potts
Lucinda G. Price
Bloor Redding, Jr.
T. Grant Ritz
Curtis Rose
Denise Lee Saffold
Richard F. Schuette
Marc Schuyler
Lane R. Simmons
Dennis G. Stenstrom
Walter S. Stevens
William J. Streeter
Kevin B. Sullivan
Laura Crowe Turley
Matthew L. Wade
Steven L. Webb
Augustus W. Winfield
Gregg W. Wisdom

ASIA PACIFIC

Akihiro Onishi
Tatsuo Hirano
Yan Zhao

EUROPE

Denise Kilgannon
Peter Yennadhiou
Alessandro Orsi
Ben Leadbetter

Richard Lloyd
Alistair Scott
David Marsh
Didier Patry
Robert Squibbs
Richard Lawrence
Bruce Jones

AGREEMENT OF LIMITED LIABILITY COMPANY
OF
CPQ HOLDINGS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

This Operating Agreement is entered into by and among each of the persons whose names are set forth on Exhibit A attached hereto (collectively, the "Members").

1. **Name.** The name of the limited liability company formed hereby (the "LLC") is CPQ Holdings, LLC.
2. **Agreement.** In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may be amended from time to time.
3. **Purpose and Powers.** The LLC is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the LLC is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
4. **Registered Office.** The registered office of the LLC in the State of Delaware is located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
5. **Registered Agent.** The name and address of the registered agent of the LLC for service of process on the LLC in the State of Delaware are The Corporation Trust LLC, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
6. **Term.** The LLC shall continue until such time as Members holding at least two-thirds in interest vote to terminate and dissolve the LLC.
7. **Admission.** (a) The name and address of the Member(s) and the amount of each Member's capital commitment to the LLC are set forth on Exhibit A hereto. The Members shall cause Exhibit A to be amended from time to time to reflect the admission of any new Member, the withdrawal or substitution of any Member, the transfer of interests among Members, receipt by the LLC of any change of address of a Member, or any change in a Member's capital contribution. An amended Exhibit A shall supersede any prior Exhibit A and become a part of this Agreement. A copy of the most recent amended Exhibit A shall be kept on file at the principle office of the LLC.

(b) Subject to the requirements stipulated below, an additional Member or Members may be admitted only with the consent of a majority-in-interest of the then-existing Members.

(c) Each person admitted as a Member shall: (i) execute and deliver to the LLC a counterpart of this Agreement (with an Exhibit A reflecting such Member's capital contribution) or otherwise take such actions as the Managers shall deem appropriate in order for such additional Member to become bound by the terms of this Agreement, and (ii) pay such person's capital contribution as soon as possible after becoming a Member.

Capital Contributions. No Member shall be obligated to make any capital contribution in excess of that listed on Exhibit A without such Member's consent.

8. **Capital Accounts.** An account shall be established in the LLC's books for each Member (as to each, its "Capital Account") in accordance with the rules of Section 704 of the Internal Revenue Code of 1986 and Treasury Regulation Section 1.704-1 (b) (2) (iv). In the event an interest of a Member is transferred to a new Member (the "Transferee"), then the transferring Member's interest and capital account shall be assigned to and assumed by the Transferee.

9. **Percentage Interest and Allocations of Profits and Losses.** Each Member's interest in the LLC shall be expressed as a percentage equal to the ratio on any date of such Member's capital account on such date to the aggregate capital accounts of all Members on such date (with respect to any member, its "Percentage Interest").

The LLC's profits and losses shall be allocated in accordance with the Percentage Interests of the Members.

10. **Distributions.** A majority in interest of the Members may cause the LLC to distribute any cash held by it which is not in violation of Sections 18-607 or 18-804 of the Act to the Undersigned Member at any time. Except as set forth in Section 14 hereof, cash or property available for distribution shall be distributed to the Members in accordance with their respective Percentage Interests, or in such other manner as agreed by a majority in interest of the Members with respect to any particular distribution.

11. **Management.** The LLC shall be managed by a Management Committee consisting of three (3) Managers elected by a majority in interest of the Members and listed on Exhibit B (which shall be updated from time to time to reflect any changes in the constitution of the Management Committee). Each of the Managers shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the LLC's business (including, without limitation, taking actions on behalf of any partnership of which the LLC is a General Partner). With the consent of any two Managers, signing authority may be delegated to other persons and/or management responsibilities may be delegated to other persons. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the LLC, including without limitation any agreements specified in Section 2 hereof, shall be valid and binding on the LLC if executed by any of the Managers or their proper delegates. The Members agree that the initial Managers of the LLC shall be Charles N. Charnas, Lester D. Ezrati, Stephen P. Fox and Shane Robison.

12. **Compensation.** The Managers shall not receive compensation for services rendered to the LLC.

13. **Assignments.** A Member may assign all or any part of its LLC interest at any time, and, unless the assigning Member otherwise provides, any transferee shall become a substituted Member automatically upon meeting the requirement set forth in Section 8(c)(i). In the event there is more than one Member, any Member may assign all or any part of its LLC interest only with the consent of all other Members, and any such transferee may become a substituted Member only with the consent of all other Members.

13. **Dissolution.** The LLC shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of two-thirds in interest of the Members, or (b) an event of dissolution of the LLC under the Act.

14. **Distributions upon Dissolution.** Upon the occurrence of an event set forth in Section 14 hereof, the Members shall be entitled to receive, after paying or making reasonable provision for all of the LLC's creditors to the extent required by Section 18-804 (a) (1) of the Act, the Members' respective positive Capital Account balances until such balances, if any, are reduced to zero; in the event that any Member's capital account is or becomes zero or negative, then such Member shall cease to receive a distribution and any remaining distribution shall be made pro rata among the remaining Members with positive Capital Account balances.

15. **Withdrawal.** A Member may withdraw from the LLC only upon the consent of all other Members and upon terms approved by all Members.

16. **Limited Liability.** No Member shall have any liability for the obligations of the LLC except to the extent provided in the Act, if any.

17. **Amendment.** This Agreement may be amended only in a writing signed by the all of the Members.

18. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

19. **Severability.** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement of CPQ Holdings, LLC as of the 1st day of November, 2002.

HEWLETT-PACKARD COMPANY

By: Charles N. Charnas
Name: Charles N. Charnas
Title: Vice President, Deputy General
Counsel and Assistant Secretary

**EXHIBIT A
MEMBERS**

(as of November 1, 2002)

<u>Name and Address</u>	<u>Capital Contribution</u>
Compaq Computer Corporation 20555 SH 249 Houston, Texas 77070	The contribution of Compaq Computer Corporation shall be deemed to be the 100% ownership interest held by such entity in CPQ Holdings, Inc. (the "Corporation") immediately prior to the conversion of the Corporation into the LLC on November 1, 2002.

**EXHIBIT B
MANAGERS**

s of November 1, 2002)

Charles N. Charnas

Lester D. Ezrati

Stephen P. Fox

Shane Robison

JAN-23-2003 09:09

CT CORP SYST SF2

925 287, 9882 P.02/02

CERTIFICATE OF AMENDMENT

OF

CPO HOLDINGS, LLC

1. The name of the limited liability company is CPO Holdings, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the CPO Holding, LLC is hereby changed to HPO Holdings, LLC.

3. This Certificate of Amendment shall be effective on January 29, 2003.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of CPO Holdings, LLC on this 22nd day of January, 2003.

Charles N. Chamas

Charles N. Chamas
Manager

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 01/23/2003
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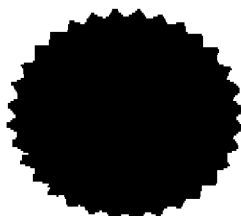
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Delaware

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The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CPQ HOLDINGS, LLC", CHANGING ITS NAME FROM "CPQ HOLDINGS, LLC" TO "EPQ HOLDINGS, LLC", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JANUARY, A.D. 2003, AT 12 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2281722 8100

AUTHENTICATION: 2221841

030046541

DATE: 01-24-03