


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Leftarrow \Leftrightarrow$	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Motion Products, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Motion Products, L.L.C. Internal Address: _____ Street Address: P.O. Box 1570 City: Montclair State: NJ Zip: 07042 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 10/02/2003		
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ B. Patent No.(s) 5,248,287 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrea Kitzis Smith Internal Address: Clemente, Mueller & Tobia Street Address: POB 1296 City: Morristown State: NJ Zip: 07962-1296	6. Total number of applications and patents involved: <input type="checkbox"/> 7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Mark A. Clemente Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> 10/2/03 Date </div> </div>		
Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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(b) The number of Members of MERGER ENTITY that voted in favor of the Plan of Merger was 3 and the number of Members that voted against the Plan of Merger was 0.

(c) The number of Managers of MERGER ENTITY that voted in favor of the Plan of Merger was 1 and the number of Managers that voted against the Plan of Merger was 0.

7. This Certificate shall be effective as of the later of September 30, 2003 or the date of its filing with the New Jersey Division of Revenue, Commercial Recording Bureau.

8. A copy of this Certificate of Merger and the Plan of Merger attached hereto is available for review at the Registered Office of MOTION PRODUCTS and of MERGER ENTITY at: 218 Ridgedale Avenue, P.O. Box 1296, Morristown, New Jersey.


9. Copies of the Certificate of Merger and Plan of Merger shall be provided without cost to any shareholder of MOTION PRODUCTS or Members of MERGER ENTITY without cost by the Registered Agent of MOTION PRODUCTS and MERGER ENTITY (Jonathan D. Clemente, Esq., P.O. Box 1296, Morristown, New Jersey 07962), on behalf of both entities.

10. MERGER ENTITY agrees that it may be served with process in New Jersey in any action, suit or proceeding for enforcement of any obligation of MOTION PRODUCTS and irrevocably appoints the New Jersey Secretary of State as its agent for service of process in any such action, suit or proceeding. A copy of any process shall be sent by the Secretary of State to: Jonathan D. Clemente, Esq., Clemente, Mueller & Tobia, P.A., P.O. Box 1296, Morristown, New Jersey 07962.


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Dated this 24th day of September 2003.


ATTEST:


Jonathan D. Clemente
Secretary

MOTION PRODUCTS, INC.,
a New Jersey corporation

By: 
Mark A. Clemente
President

ATTEST:


Jonathan D. Clemente
Member

MOTION PRODUCTS MERGER ENTITY, L.L.C.
A New Jersey Limited Liability Company


By: 
Mark A. Clemente
Manager and Member

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger"), dated as of the 24th day of September, 2003, by and between MOTION PRODUCTS, INC., a New Jersey corporation ("MOTION PRODUCTS"), and MOTION PRODUCTS MERGER ENTITY, L.L.C., a New Jersey Limited Liability Company ("MERGER ENTITY");

WITNESSETH:

WHEREAS, MERGER ENTITY is a Limited Liability Company duly organized and validly existing under the laws of the State of New Jersey;

WHEREAS, MOTION PRODUCTS is a corporation duly organized and validly existing under the laws of the State of New Jersey;

WHEREAS, on the date of this Plan of Merger, MERGER ENTITY has three (3) Members and one (1) Manager;

WHEREAS, on the date of this Plan of Merger, MOTION PRODUCTS has the authority to issue 1,000 shares of common stock, without par value ("MOTION PRODUCTS Common Stock"), of which 1,000 shares are issued and outstanding;

WHEREAS, the Board of Directors of MOTION PRODUCTS and the Members and Manager of MERGER ENTITY have each determined that it is advisable that MOTION PRODUCTS merge with and into MERGER ENTITY upon the terms and conditions herein provided (the "Merger"); and

WHEREAS, the Board of Directors of MOTION PRODUCTS and the Manager of MERGER ENTITY have each directed that this Plan of Merger be submitted to a vote of the shareholders of MOTION PRODUCTS and the Members of MERGER ENTITY, as applicable;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, MERGER ENTITY and MOTION PRODUCTS agree to merge into a single business entity as follows:

FIRST: That on the Effective Date (as hereinafter defined) of the Merger, MOTION PRODUCTS shall be merged with and into MERGER ENTITY on the terms and conditions hereinafter set forth as permitted by and in accordance with the New Jersey Business Corporation Act, as amended. Thereupon, the separate existence of MOTION PRODUCTS shall cease, and MERGER ENTITY, as the surviving business entity, shall continue to exist under and be governed by the New Jersey Limited Liability Company Act, as amended.

SECOND: After the execution of this Plan of Merger, MERGER ENTITY and MOTION PRODUCTS shall each submit this Plan of Merger to their respective shareholders and Members for their approval pursuant to the applicable provisions under the New Jersey Business Corporation Act, as amended, and the New Jersey Limited Liability Company Act, as amended.

THIRD: Following the approval of the Merger by the respective Members and shareholders of MERGER ENTITY and MOTION PRODUCTS, and provided that this Plan of Merger has not been terminated and abandoned, MERGER ENTITY will cause the Certificate of Merger and this Plan of Merger and any other required documents to be executed, acknowledged, and filed with the New Jersey Division of Revenue, Commercial Recording Bureau, pursuant to Section 14A:10-4.1 of the New Jersey Business Corporation Act, as amended, and Title 42:2B-1 et seq. of the New Jersey Limited Liability Company Act, as amended.

FOURTH: The Merger shall become effective immediately upon the later of September 30, 2003 or the date the filing of the Certificate of Merger with the New Jersey Division of Revenue, Commercial Recording Bureau (the time of such filing being herein sometimes referred to as the "Effective Date").

FIFTH: Pursuant to and subject to the terms and conditions of this Plan of Merger, MERGER ENTITY, as the surviving business entity, shall be entitled to receive and hold all of the assets of MOTION PRODUCTS and MOTION PRODUCTS shall be dissolved and liquidated.

SIXTH: Upon and after the Effective Date, MERGER ENTITY shall continue in existence as the surviving business entity to the Merger, and shall possess all the rights, privileges, powers, and franchises, and be subject to all the restrictions, disabilities, and duties of MERGER ENTITY and MOTION PRODUCTS, and all property, real, personal, and mixed, of MERGER ENTITY without reversion or impairment; and all debts due to either MERGER ENTITY or MOTION PRODUCTS shall be vested in and be the property of MERGER ENTITY; and all debts, liabilities, and duties of MERGER ENTITY or MOTION PRODUCTS shall thenceforth attach to MERGER ENTITY and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

SEVENTH: The Certificate of Formation and Operating Agreement of MERGER ENTITY as constituted on the Effective Date, but subject to change from time to time by the Manager or the Members of MERGER ENTITY, shall govern the surviving business entity.

EIGHTH: Upon and after the Effective Date, the current holders of common stock of MOTION PRODUCTS shall each hold a membership interest in MERGER ENTITY equal in proportion to the ownership interest held by each in MOTION PRODUCTS;

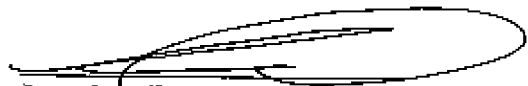
NINTH: MERGER ENTITY and MOTION PRODUCTS, by mutual consent of their Manager and Boards of Directors, as applicable, may amend, modify, and supplement this Plan of Merger in such manner as may be agreed upon by them in writing at any time before or after approval thereof of the shareholders of MOTION PRODUCTS and the Members of MERGER ENTITY or both; provided, however, that no such amendment, modification, or supplement shall affect the rights of the shareholders of MOTION PRODUCTS or the Members of MERGER ENTITY in a manner that is materially adverse to them. In addition, this Plan of Merger may be terminated and the Merger abandoned for any reason by resolution adopted by both the Board of Directors of MOTION PRODUCTS and the Manager and Members of MERGER ENTITY, at any time prior to the Effective Date, even though this Plan of Merger has been approved by the shareholders of MOTION PRODUCTS and the Manager and Members of MERGER ENTITY.


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IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be signed by their respective duly authorized officers as of the date and year first above written.

ATTEST:


MOTION PRODUCTS, INC.,
a New Jersey corporation



Jonathan D. Clemente
Secretary

By: 
Mark A. Clemente
President

ATTEST:

MOTION PRODUCTS MERGER ENTITY, L.L.C.
A New Jersey Limited Liability Company


Jonathan D. Clemente
Member

By: 
Mark A. Clemente
Manager and Member