

08-21-2003

BOX ASSIGNMENTS

DO NOT USE FOR TRADEMARKS

ET
ONLY

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS.
SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. INTERNATIONAL MANAGEMENT SERVICES, INC.

3.

5.

7.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: SENIOR TECHNOLOGIES, INC. (formerly known as SENIOR ELECTRONICS, INC.)

ADDRESS: Lincoln, Nebraska

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)☐ ASSIGNMENT OF☐ WHOLE☐ PART INTEREST☐ ORIGINAL☒ FACSIMILE/PHOTOCOPY☐ CHANGE OF NAME☐ VERIFIED TRANSLATION☐ SECURITY☒**MERGER**☐ OTHER:

EXEC. DATE: JULY 27, 1990

EXECUTION DATE(S) ON THE DECLARATION IF FILED HERewith: (**NOTE:** IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NOA. PAT. APP. NO.(S)
series code/serial no

M#

1st INVENTOR
if not in item 1

B. PATENT NO(S)

M#

1st INVENTOR
if not in item 1

4,682,155

0081648

SHIRLEY

5. Name & Address of Party to Whom Correspondence
Concerning Document Should be Mailed:

Pillsbury Winthrop LLP
Intellectual Property Group
1600 Tysons Boulevard
McLean, VA 22102

6. NUMBER INVOLVED:

APPLNS 0 + PATS 1 = TOTAL = 1

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT:

P 0081648

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE
INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975

UNDER ORDER NO

81648

0081648

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT NO.

MATTER NO.

9. 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.

10. Total number of pages including this
cover sheet, attachments and document
(do not file dup. Cover sheet)

5

Signature

Attorney: Jack S. Barufka

Reg. No. 37087

Date: August 15, 2003

Atty/Sec: JSB/rsp

TEL: (703) 905-2012

FAX: (703) 905-2500

FILE WITH PTO RETURN RECEIPT (PAT-103A)

08/20/2003 GTON11 00000163 033975 4682155

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ARTICLES OF MERGER OF
INTERNATIONAL MANAGEMENT SERVICES, INC. INTO
SENIOR ELECTRONIC, INC.

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The undersigned corporations, pursuant to the provisions of the Nebraska Business Corporation Act, hereby execute the following Articles of Merger:

I

33642 24.00

Attached hereto as Exhibit A and incorporated herein is the Agreement and Plan of Merger between International Management Services, Inc. and Senior Electronics, Inc. pursuant to which International Management Services, Inc. is merged into Senior Electronics, Inc. as the Surviving Corporation and the name of the surviving corporation changed to Senior Technologies, Inc.

II

The Agreement and Plan of Merger was submitted to the shareholders of each of International Management Services, Inc. and Senior Electronics, Inc. by the boards of directors of each such corporation in accordance with the provisions of the Nebraska Business Corporation Act, and:

The designation, number of ourstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Agreement and Plan of Merger were:

<u>Name of Corporation</u>	<u>Number of Outstanding Shares</u>	<u>Number of Votes</u>
International Management Services, Inc.	250,000	250,000
Senior Electronics, Inc.	25,000	25,000

The total number of votes cast for and against the Agreement and Plan of Merger by each voting group entitled to vote separately on the plan were:

<u>Voting Group</u>	<u>Total Number of Votes Cast for the Plan</u>	<u>Total Number of Votes Cast Against the Plan</u>
International Management Services, Inc.	250,000	NONE
Senior Electronics, Inc.	25,000	NONE

III

The Articles of Merger shall become effective at 5:00 p.m. on July 31, 1990.

IN WITNESS WHEREOF, International Management Services, Inc. and Senior Electronics, Inc. have executed these Articles of Merger upon approval of the board of directors and shareholders of each of such corporations.

SENIOR ELECTRONICS, INC.

BY:

[Signature]
President

[Signature]
Secretary

INTERNATIONAL MANAGEMENT SERVICES, INC.

BY:

[Signature]
President

[Signature]
Secretary

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into as of this 27th day of July, 1990, by and between International Management Services, Inc., incorporated under the laws of the State of Nebraska ("IMSI") and Senior Electronics, Inc., incorporated under the laws of the State of Nebraska ("Senior"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations".

WHEREAS Senior is a wholly owned subsidiary of IMSI; and

WHEREAS the boards of directors of IMSI and of Senior, and the stockholders of IMSI and Senior, have approved the merger of IMSI with and into Senior by a statutory merger upon the terms and conditions herein set forth;

NOW, THEREFORE, IMSI and Senior agree as follows:

1. Merger. At the Effective Time (as defined below), IMSI shall be merged with and into Senior (the "Merger") in accordance with the provisions of the laws of the State of Nebraska; Senior shall be and continue in existence as the surviving corporation (the "Surviving Corporation"); and the separate corporate existence of IMSI shall cease.
2. Effective Time. Pursuant to Section 21-2075 of the Nebraska Business Corporation Act, the Effective Time and date of the Merger shall be 5:00 p.m. on July 31, 1990.
3. Effect of Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the laws of Nebraska. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate existence of IMSI shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property rights, privileges, powers and franchises, and all other interests shall be thereafter as effectual y the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of

EXHIBIT A

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creditors and all liens upon any property of either 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 against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against IMSI at the Effective Date may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place.

4. Effect of Merger on Outstanding Shares.

- (a) At the Effective Time, each issued and outstanding share of common stock of IMSI shall be converted into and become one share of common stock of the Surviving Corporation.
- (b) The issued and outstanding shares of common stock of Senior shall be cancelled.

5. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Senior in effect at the Effective Time shall continue (until amended or repealed as provided by applicable law) to be the Articles of Incorporation and Bylaws of the Surviving Corporation after the Effective Time. Said Articles of Incorporation of Senior in effect immediately prior to the Merger shall be amended as of the Effective Time as follows:

- (a) Article I is hereby amended by striking the words "Senior Electronics, Inc." and by substituting in lieu thereof the following: "Senior Technologies, Inc."

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

SENIOR ELECTRONICS, INC.

BY: [Signature]
President

[Signature]
Secretary

INTERNATIONAL MANAGEMENT SERVICES

BY: [Signature]
President

[Signature]
Secretary

0020/32-33

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STATE OF

NEBRASKA

United States of America,
State of Nebraska

} ss.



Department of State

I, Allen J. Beermann, Secretary of State of the
State of Nebraska do hereby certify that

the attached is a true and correct copy of
Articles of Merger of

INTERNATIONAL MANAGEMENT SERVICES, INC.

with registered office located in Lincoln,
Nebraska, merging into

SENIOR ELECTRONICS, INC.

with registered office located in Lincoln,
Nebraska, changing corporate name to

SENIOR TECHNOLOGIES, INC.

as filed in this office on July 30, 1990.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska.

Done at Lincoln this

twenty-sixth

day of February
in the year of our Lord, one thou-
sand nine hundred and ninety-two.

Allen J. Beermann

SECRETARY OF STATE

DEPUTY

