

Attorney Docket No.: 8089-GP

RECORDATION FORM COVER SHEET
PATENTS ONLY

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Quantum Systems, 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) eClips, Inc. 120 Cedar Grove Lane, #107 Somerset, NJ 08873 Dallas, Texas 75204 (A Delaware Corporation.) 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 <input type="checkbox"/> Correction of previously recorded document Reel Frame No.	
Execution Date: March 16, 2004	

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 Nos. 5,428,670 5,321,740 5,557,658 5,854,897 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: CLARK A. JABLON AKIN GUMP STRAUSS HAUER & FELD LLP One Commerce Square 2005 Market Street, Suite 2200 Philadelphia, PA 19103 Direct Dial: (215) 965-1293 E-mail: cjablone@akingump.com	6. Total number of applications/patents involved: 4 7. Total fee (37 CFR 3.41).....\$160 <input type="checkbox"/> Check enclosed <input checked="" type="checkbox"/> Authorization to charge deficient fees or credit any overpayment to Deposit Account. 8. Deposit Account Number: 50-1017 (208089.0052)

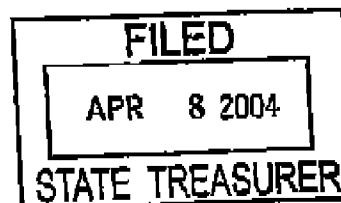
DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i>		
<u>CLARK A. JABLON</u> Name of Person Signing Registration No. 35,039	<u>Clark Jablon</u> Signature	<u>May 6, 2004</u> Date
Total number of pages including cover sheet, attachments, and documents: 10		

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CERTIFICATE OF MERGER**OF****QUANTUM SYSTEMS, INC.**
(a New Jersey corporation)**WITH AND INTO****ECLIPS, INC.**
(a Delaware corporation)

To: The Secretary of State of the
State of New Jersey

Quantum Systems, Inc., a New Jersey corporation (the "Disappearing Corporation"), and eClips, Inc., a Delaware corporation (the "Surviving Corporation" and, together with the Disappearing Corporation, the "Constituent Corporations"), in connection with their proposed statutory domestic corporation-foreign corporation merger (the "Merger") pursuant to the provisions of Sections 14A:10-4.1 and 14A:10-7 of the New Jersey Business Corporation Act (the "NJBCA") and Section 252 of the Delaware General Corporation Law (the "DGCL"), DO HEREBY CERTIFY that:

FIRST: The names of the Constituent Corporations are Quantum Systems, Inc., a New Jersey corporation, and eClips, Inc., a Delaware corporation.

SECOND: An Agreement and Plan of Merger (the "Plan"), a copy of which is attached hereto as Exhibit A, by and between the Constituent Corporations, has been adopted, approved, certified, executed and acknowledged by the Disappearing Corporation in compliance with the requirements of Section 14A:10-3 and Section 14A:10-7 of the NJBCA and by the Surviving Corporation in compliance with the requirements of Sections 251 and 252 of the DGCL. The manner and basis of converting the shares of the Disappearing Corporation into shares of the Surviving Corporation shall be as set forth in the Plan.

THIRD: The name of the Surviving Corporation shall be "eClips, Inc."

FOURTH: The Plan was approved by the unanimous written consent of the Board of Directors of the Disappearing Corporation on March 16, 2004. The Plan was approved by the written consent of the shareholders of the Disappearing Corporation on March 16, 2004.

FIFTH: The Plan was approved by the unanimous written consent of the Board of Directors of the Surviving Corporation on March 16, 2004. The Plan was approved by the written consent of the shareholders of the Surviving Corporation on March 16, 2004.

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SIXTH: The number of shares of capital stock of the Disappearing Corporation entitled to vote on the Plan was 60 shares of common stock, no par value (the "Common Stock"). The number of shares of capital stock of the Surviving Corporation entitled to vote on the Plan was 111,000 shares of common stock, \$0.001 par value. There were no shares of capital stock of either the Surviving Corporation or the Disappearing Corporation entitled to vote on the Plan as a separate class.

SEVENTH: All shares of Common Stock of the Disappearing Corporation voted for the Plan, and no shares of Common Stock of the Disappearing Corporation voted against the Plan. All shares of common stock of the Surviving Corporation voted for the Plan, and no shares of common stock of the Surviving Corporation voted against the Plan.

EIGHTH: The executed Plan is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 120 Cedar Grove Lane, #107, Somerset, New Jersey 08873.

NINTH: A copy of the Plan will be furnished by the Surviving Corporation, on request without cost, to any Director or shareholder of the Disappearing Corporation.

TENTH: The Surviving Corporation hereby agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of: (a) any obligation of the Disappearing Corporation or any obligation of the Surviving Corporation for which it was previously amenable to suit in State of New Jersey; and (b) the rights of any dissenting shareholder of the Disappearing Corporation against the Surviving Corporation.

ELEVENTH: The Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any proceeding described in Article Tenth above, and hereby designates the following post office address within the State of New Jersey to which said Secretary of State shall mail a copy of the service of process in any such proceeding: eClips, Inc., 120 Cedar Grove Lane, #107, Somerset, New Jersey 08873.

TWELFTH: The Surviving Corporation hereby agrees to promptly pay to the dissenting shareholders of the Disappearing Corporation, if any, the amount to which such shareholders shall be entitled under the provisions of the NJBCA.

THIRTEENTH: The Merger herein provided for shall be effective upon filing of this Certificate of Merger.

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IN WITNESS WHEREOF, the undersigned has signed this certificate on the 16th day of March, 2004, and affirms the statements made herein as true under the penalties of perjury.

QUANTUM SYSTEMS, INC.
(a New Jersey corporation)

By: 

Name: MARK A. STEGORN

Title: CEO

eClips, Inc.
(a Delaware corporation)

By: 

Name: CLIFF RADZIEWICZ

Title: CEO

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement and Plan of Merger"), dated this 16th day of March, 2004, pursuant to Section 252 of the General Corporation Law of Delaware (the "DGCL"), and Section 14A:10-7 of the New Jersey Business Corporation Act (the "NJBCA"), between Quantum Systems, Inc., a New Jersey corporation (the "Company"), and eClips, Inc., a Delaware corporation (the "Surviving Company").

WITNESSETH:

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of New Jersey and is authorized to issue 100 shares of common stock, no par value per share, of which 60 shares are issued and outstanding as of the date hereof;

WHEREAS, the Surviving Company is a corporation duly organized and existing under the laws of the State of Delaware and is authorized to issue 10,000,000 shares of common stock, \$0.001 par value per share, and 5,000,000 shares of undesignated preferred stock, \$0.001 par value per share, none of which are issued and outstanding as of the date hereof;

WHEREAS, the Company desires to merge itself into the Surviving Company;

WHEREAS, the Surviving Company desires that the Company be merged into the Surviving Company; and

WHEREAS, the Boards of Directors of the Company and the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger;

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Merger.** The Company shall be merged with and into the Surviving Company pursuant to Section 252 of the DGCL and Section 14A:10-7 of the NJBCA. The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware. The separate corporate existence of the Company shall cease forthwith upon the Effective Date (as defined below). The merger of the Company into the Surviving Company shall herein be referred to as the "Merger."

2. **Stockholder Approval.** As soon as practicable after the execution of this Agreement and Plan of Merger, the Company and the Surviving Company shall, if necessary under the DGCL and NJBCA, submit this Agreement and Plan of Merger to their respective stockholders for approval.

3. **Effective Date.** The Merger shall be effective upon the filing of this Agreement and Plan of Merger or a Certificate of Merger with the Secretary of State of the State of Delaware and the Department of Treasury of the State of New Jersey, which filings shall be

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made as soon as practicable after all required stockholder approvals have been obtained. The time of such effectiveness shall herein be referred to as the "Effective Date."

4. **Common Stock of the Company.** On the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, each share of common stock of the Company issued and outstanding immediately prior thereto shall cease to exist and shall be changed and converted into 22,725 fully paid and non-assessable share(s) of the common stock, par value \$0.001 per share, of the Surviving Company.

5. **Common Stock of the Surviving Company.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding and each share of common stock of the Surviving Company held in the treasury of the Surviving Company shall remain in the treasury.

6. **Stock Certificates.** On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the common stock of the Company shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Company into which the shares of the Company represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Company or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of the Surviving Company evidenced by such outstanding certificate as above provided.

7. **Succession.** On the Effective Date, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Company in the manner of and as more fully set forth in Section 259 of the DGCL. Without limiting the foregoing, upon the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Company shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Company and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Company and the Surviving Company, respectively. All rights of creditors of the Company and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company, including, without limitation, all liabilities and duties of the Company under its employee stock plans shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. **Certificate of Incorporation and By-Laws.** The Certificate of Incorporation of the Surviving Company in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Company until further amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect on the Effective Date shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

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9. **Directors and Officers.** The members of the Board of Directors and the officers of the Surviving Company on the Effective Date shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

10. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Company are fully authorized in the name and on behalf of the Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

11. **Abandonment.** At any time prior to the Effective Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either the Company or the Surviving Company or both, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of the Company or the Surviving Company.

12. **Amendment.** This Agreement and Plan of Merger may be amended by the Boards of Directors of the Company and the Surviving Company at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of this Agreement and Plan of Merger by the stockholders of either the Company or the Surviving Company shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation, (ii) alter or change any term of the Certificate of Incorporation of the Surviving Company to be effected by the Merger or (iii) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any class or series of the stock of such corporation.

13. **Governing Law.** This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.

14. **Counterparts.** In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and attested on its behalf by its officers thereunto duly authorized, as of the date first above written.

eClips, Inc.
(a Delaware corporation)

By: C. Madzura
Name: CLIFF RADZIEWICZ
Title: CEO

Quantum Systems, Inc.
(a New Jersey corporation)

By: [Signature]
Name: MARK R. GREGORAK
Title: CEO

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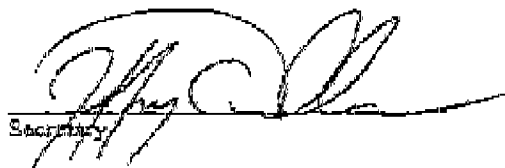
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Jeffrey C.

I, Dillow, Secretary of Quantum Systems, Inc., a corporation organized and existing under the laws of the State of New Jersey, hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been duly signed on behalf of said corporation and having been signed on behalf of cClips, Inc., a corporation organized and existing under the laws of the State of Delaware, was duly submitted to the stockholders of Quantum Systems, Inc. at a meeting of said stockholders or by written consent pursuant to Sections 14A:10-3 and 14A:10-7 of the New Jersey Business Corporation Act on the 16th day of March, 2004; and that at such meeting or by written consent the Agreement and Plan of Merger was approved by the affirmative vote of stockholders representing at least a majority of the outstanding capital stock of said corporation entitled to vote thereon.

WITNESS my hand on this 16th day of March, 2004.
Secretary