

Form PTO-1595 (Rev. 03/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Dagger, Inc.

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

2. Name and address of receiving party(ies)

Name: Perception, Inc.

Internal Address: _____

Street Address: 111 Kayaker Way

City: Easley

State: South Carolina

Country: U.S.A. Zip: 29641

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/24/1999

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6546891

Additional numbers attached? Yes No

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

Name: Melissa Cross

Internal Address: IP Docketing

Arnold & Porter LLP

Street Address: 555 Twelfth Street, N.W.

City: Washington

State: D.C. Zip: 20004

Phone Number: 703-720-7022

Fax Number: 202-942-5999

Email Address: trademarkdocketing@aporter.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502387

Authorized User Name Elizabeth F. Vary

9. Signature:

Elizabeth F. Vary
Signature

05/27/2005
Date

Elizabeth F. Vary

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 502387 6546891

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

DEC 29 1999

Jim Miles
SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF MERGER
OF
DAGGER, INC.
(A Tennessee Corporation)
WITH AND INTO
PERCEPTION, INC.
(A South Carolina Corporation)

Jim Miles
SECRETARY OF STATE 4
FILED
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TO THE SOUTH CAROLINA
SECRETARY OF STATE:

WHEREAS Dagger Inc, a Tennessee corporation, desires to merge with and into Perception Inc, a South Carolina corporation;

NOW, THEREFORE, pursuant to the South Carolina Business Corporation Act of 1988 as amended, Dagger, Inc., a business corporation organized under the Laws of the State of Tennessee (the "Tennessee Corporation") and Perception, Inc., a business organization organized under the laws of the state of South Carolina (the "South Carolina Corporation") do hereby adopt the following Articles of Merger:

FIRST: The names of the constituent corporations are Dagger, Inc., a Tennessee corporation, and Perception, Inc., a South Carolina corporation.

SECOND: Pursuant to the Agreement and Plan of Merger attached hereto as Exhibit A and made a part hereof, the Tennessee Corporation shall merge with and into the South Carolina Corporation, with the South Carolina Corporation remaining as the surviving corporation.

THIRD: The South Carolina Corporation owns One Hundred Percent (100%) of the outstanding shares of each class and series of the Tennessee Corporation and, under §33-11-104 of the South Carolina Business Corporation Act of 1988 as amended, no shareholder approval of the Subsidiary or the Parent is necessary to effectuate the merger.

FOURTH: The merger of the Tennessee Corporation with and into the South Carolina Corporation is permitted by the respective laws of the States of Tennessee and South Carolina and has been authorized in compliance with said laws.

FIFTH: The South Carolina Corporation will continue its existence as the surviving corporation under its present name, Perception, Inc., pursuant to the provisions of the laws of South Carolina.

SIXTH: The merger contemplated hereby shall be effective as of 12:01 a.m., Eastern Standard Time, on January 1, 2000 immediately prior to the merger of Perception, Inc., a South

Carolina corporation with and into Perception, Inc., a Delaware corporation (the "Effective Date").

Dated as of November 24, 1999.

DAGGER, INC.
(A Tennessee Corporation)

By: *Kenneth V. Madren, Jr.*
Kenneth V. Madren, Jr.
Its: Chief Executive Officer

PERCEPTION, INC.
(A South Carolina Corporation)

By: *Kenneth V. Madren, Jr.*
Kenneth V. Madren, Jr.
Its: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of November 15, 1999, by and between PECEPTION, INC., a South Carolina corporation (the "Parent"), and its subsidiary, DAGGER, INC., a Tennessee corporation (the "Subsidiary") (said corporations being hereinafter collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Constituent Corporations desire to merge with each other in accordance with the provisions hereinafter set forth, with the Parent remaining as the surviving corporation;

WHEREAS, the Parent is a corporation duly organized and validly existing under the laws of the State of South Carolina, having been incorporated thereunder on September 23, 1976;

WHEREAS, the Subsidiary is a corporation duly organized and validly existing under the laws of the State of Tennessee, having been incorporated thereunder on June 19, 1998; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations, by resolution duly adopted, have approved this Agreement and Plan of Merger (sometimes herein called the "Agreement") in accordance with the short form merger provisions of Section 48-21-105 of the Tennessee Business Corporation Act and Section 33-11-104 of the South Carolina Business Corporation Act of 1988.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree that in accordance with the provisions of Section 48-21-105 of the Tennessee Business Corporation Act and Section 33-11-104 of the South Carolina Business Corporation Act of 1988, the Subsidiary shall be merged with and into the Parent, and that the terms and conditions of such merger and the mode of carrying it into effect shall be as hereinafter set forth.

1. MERGER. Subject to the conditions set forth in Section 13 hereof, as of the Effective Date (as hereinafter defined), the Subsidiary shall be merged with and into the Parent. The Parent shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of South Carolina, but the separate corporate existence of the Subsidiary shall cease forthwith as of the Effective Date and as of such time the Parent and the Subsidiary shall be a single corporation (hereinafter sometimes referred to as the "Surviving Corporation").

2. EFFECTIVE TIME. The merger of the Constituent Corporations shall become effective as of 12:01 a.m., Eastern Standard Time, on January 1, 2000 immediately prior to the merger of Perception, Inc., a South Carolina corporation with and into Perception, Inc., a Delaware corporation, (the "Effective Date").

3. NAME. As of the Effective Date, the name of the Surviving Corporation shall be Perception, Inc.
4. ARTICLES OF INCORPORATION. The Articles of Incorporation of the Parent shall be the Articles of Incorporation of the Surviving Corporation on and after the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation upon any shareholder or director or officer of the Surviving Corporation or upon any other person whomsoever are subject to this reserved power. Such Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Corporation separate and apart from this Agreement and may be separately certified as the Articles of Incorporation of the Surviving Corporation and made a part of this Agreement with the same force and effect as if set forth in full herein.
5. BYLAWS. The Bylaws of the Parent shall be the Bylaws of the Surviving Corporation on and after the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.
6. RETIREMENT OF ORGANIZATION STOCK. As of the Effective Date, the shares of stock of the Subsidiary presently issued and outstanding shall be canceled, retired and no new shares of common stock or other securities of the Surviving Corporation shall be issued in respect thereof.
7. RETIREMENT OF TREASURY STOCK. As of the Effective Date, all shares of stock of the Subsidiary held in the treasury of the Subsidiary as of the Effective Date shall be retired and no shares of stock or any other securities of the Surviving Corporation shall be issued in respect thereof.
8. BOOK ENTRIES. The merger contemplated hereby shall be treated as a pooling of interests and, as of the Effective Date, the assets, liabilities, reserves and accounts of each Constituent Corporation shall be taken upon the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation, subject to such adjustments and elimination of any intercompany items as may be appropriate or in accordance with generally accepted accounting principles.
9. RIGHTS AND LIABILITIES OF SURVIVING CORPORATION. As of the Effective Date, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the rights, privileges, powers and franchises, subject to all of the restrictions, liabilities and duties of each of the Constituent Corporations; and all of the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due either of said 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 other interests shall be thereafter the property of the Surviving Corporation, and 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 by reason of the merger, but shall be vested in the Surviving Corporation; but all rights of creditors and all liens upon any property of either of the Constituent

Corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger, 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 such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger. Any action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if such merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

10. FURTHER ASSURANCES OF TITLE. If at any time on or after the Effective Date, the Surviving Corporation shall consider or be advised that any further acknowledgements, assignments or assurances in law or other similar actions are necessary or desirable in order to acknowledge, vest, perfect or confirm upon record or otherwise in the Surviving Corporation any right, title or interest in any property or rights of the Subsidiary held immediately prior to the Effective Date, the Subsidiary and its proper officers and directors shall and will execute and deliver all such proper acknowledgements, deeds, assignments or assurances in law and do all things necessary or proper to acknowledge, vest, perfect or confirm title to such property or rights in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement, and the Surviving Corporation and the proper officers and directors thereof are fully authorized to take any and all action in the name of the Subsidiary or otherwise.

11. CONTINUATION OF CORPORATE ACTS, PLANS, EMPLOYEES AND CERTAIN OTHER MATTERS.

(a) All corporate acts, plans, policies, approvals and authorizations of the Subsidiary's Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as they were on the Subsidiary.

(b) Without limiting the foregoing, all stock-option, pension and profit-sharing plans, if any, of the Subsidiary, all as amended and in effect immediately prior to the merger becoming effective, and any and all outstanding options and rights thereunder, shall be continued by the Surviving Corporation, which shall be substituted for the Subsidiary. Such merger shall not in itself effect any other change in such plans, options or rights.

(c) The employees of the Subsidiary shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of the Subsidiary.

12. OFFICERS AND DIRECTORS.

(a) The following persons shall serve as officers of the Surviving Corporation, until their successors shall have been elected and shall qualify as otherwise provided in the Articles of Incorporation and Bylaws of the Surviving Corporation:

Robert D. Reid, III	Chairman of the Board of Directors
Kenneth V. Madren, Jr.	President and Chief Executive Officer
John Rukavina	Executive Vice President and Chief Operating Officer
James W. Clark	Senior Vice President and President, Perception Division
Joseph Pulliam	Senior Vice President and President, Dagger Division
Virginia Harris	Vice President and Secretary
Thomas W. Hunston	Vice President, Treasurer/Chief Financial Officer and Assistant Secretary
Kenneth V. Madren, III	Vice President – Corporate Development.

(b) The following persons shall serve as the directors of the Surviving Corporation, until their successors shall have been elected and shall qualify as otherwise provided in the Articles of Incorporation and Bylaws of the Surviving Corporation:

Kenneth V. Madren, Jr.
Robert D. Reid, III
William E. Masters
Thomas W. Hunston
Kenneth V. Madren, III

(c) If, on or after the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation, or in any of the offices specified above, such vacancy may be filled in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation.

13. CONDITIONS PRECEDENT. The merger contemplated herein shall be subject to the satisfaction, on or prior to the Effective Date, of the following conditions:

(a) The Constituent Corporations shall have obtained any necessary consents of third parties, including, without limitation, any necessary consents of the respective lenders of the Constituent Corporations.

(b) Articles of Merger shall be executed and filed with the Secretary of State of South Carolina pursuant to the South Carolina Business Corporation Act of 1988.


(c) Articles of Merger shall be executed and filed with the Secretary of State of Tennessee pursuant to the Tennessee Business Corporation Act.

14. TERMINATION. This Agreement may be terminated and abandoned by resolution of the Board of Directors of the Parent prior to the merger becoming effective. In the event of the termination and abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Section 14, this Agreement shall become void and of no further effect without any liability on the part of either of the Constituent Corporations or their respective shareholders, directors or officers.

15. CAPTIONS. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties as of the date first above written.

PERCEPTION, INC.

By: 
Kenneth V. Madren, Jr.
Its: Chief Executive Officer

DAGGER, INC.

By: 
Kenneth V. Madren, Jr.
Its: Chief Executive Officer

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