

Form PTO-1595 (Rev. 07/05)
 OMB No. 0651-0027 (exp. 6/30/2008)

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)

Storage Concepts, Inc.

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

2. Name and address of receiving party(ies)

Name: Medea Corporation

Internal Address: _____

Street Address: 26707 W.Agoura Rd.

City: Calabassas

State: California

Country: USA Zip: 91302

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

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

Execution Date(s) July 31, 2001

- 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)

6,018,765

Additional numbers attached? Yes No

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

Name: Peter J. Gordon

Internal Address: Avid Technology, Inc.

(USPTO Customer No. 26643)

Street Address: One Park West

City: Tewksbury

State: MA Zip: 01876

Phone Number: 978.640.6789

Fax Number: 978.851.7216

Email Address: _____

6. Total number of applications and patents involved: one

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)

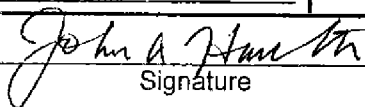
8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 50-0876

Authorized User Name _____

9. Signature:


 Signature

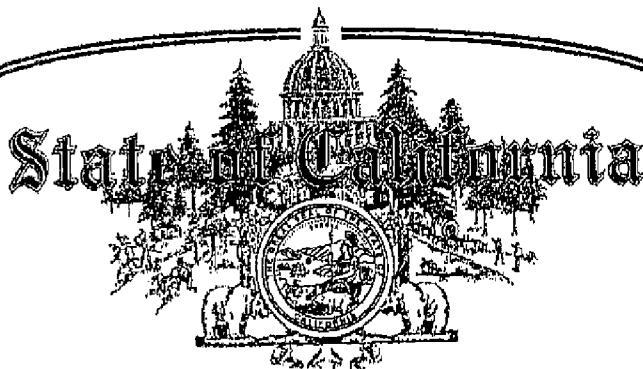
October 12, 2006
 Date

John A. Hamilton
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **15**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 500876 6018765



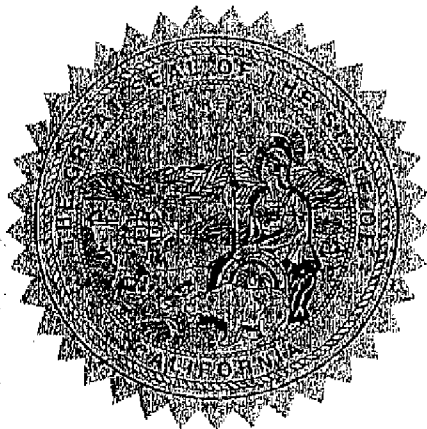
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 13 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 26 2004



Kevin Shelley
Secretary of State

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MERGER AGREEMENT

FILED
in the Office of the Secretary of State
of the State of California

JUL 31 2001 RCS

B. L. Jones
BILLY L. JONES, Secretary of State

This Merger Agreement (this "Agreement") is entered into on July 31, 2001, by and among Medea Corporation, a California corporation ("Parent"), Storage Acquisition Corp., a California corporation and a wholly-owned subsidiary of Parent ("Merger Subsidiary"), Storage Concepts, Inc., a California corporation (the "Company"), and, solely in his capacity as the "Shareholder Representative," James R. Lizzio.

RECITALS

A. The parties hereto have entered into an Agreement and Plan of Merger dated as of May 4, 2001 (the "Plan of Merger"), pursuant to which the parties have agreed that Merger Subsidiary is to merge with and into the Company.

B. The parties hereto are filing this Agreement with the Secretary of State of the State of California to set forth the terms of such merger.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows (capitalized terms shall have the meanings ascribed to such terms in Annex A attached hereto, unless otherwise indicated):

ARTICLE 1THE MERGER

1.1 The Merger. At the Effective Time and upon the terms and subject to the conditions of this Agreement and in accordance with the CGCL, Merger Subsidiary shall be merged with and into the Company (the "Merger"). Following the Merger, the Company shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of Merger Subsidiary shall cease.

1.2 Closing of the Merger. The closing of the Merger (the "Closing") shall take place concurrently herewith at the offices of Sheppard, Mullin, Richter & Hampton LLP, 333 South Hope Street, Los Angeles, California 90071 or at such other place, time or date as the parties may mutually agree to in writing (such date being referred to herein as the "Closing Date").

1.3 Effective Time. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, Parent, Merger Subsidiary and the Company shall cause to be duly filed with the Secretary of State of the State of California in accordance with the CGCL this Agreement and officers' certificates in form and

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substance required by the CGCL. The Merger shall be deemed effective at the time that such agreement and such certificates are filed with the Secretary of State (the "Effective Time").

1.4 Effects of the Merger. The Merger shall have the effects set forth in the CGCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time all the properties, rights, privileges, powers and franchises of the Company and Merger Subsidiary shall vest in the Surviving Corporation and all debts, liabilities and duties of the Company and Merger Subsidiary shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 Articles of Incorporation. At the effective time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated as set forth on Exhibit A hereto.

1.6 Directors and Officers. The director of Merger Subsidiary immediately prior to the Effective Time shall be the director of the Surviving Corporation, to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation until such director's successor is duly elected or appointed and qualified. The officers of Merger Subsidiary immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation until such officer's successor is duly appointed and qualified.

ARTICLE 2

CONVERSION OF SECURITIES

2.1 Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of any person:

(a) Each share of common stock of Merger Subsidiary issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) Subject to the provisions of Sections 2.4 and 2.7, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive a number of validly issued, fully paid and nonassessable shares of Parent Common Stock equal to the Exchange Ratio.

(c) Each Company Option, whether or not then vested, will be converted into an option to purchase shares of Parent Common Stock pursuant to

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Parent's 1997 stock option plan; it being agreed that (i) each such converted Company Option shall continue as closely as reasonably practicable to be subject to the same terms as were applicable thereto under the option plan and agreement covering such Company Option immediately prior to the Effective Time (including, without limitation, the repurchase rights of the Company (it being agreed that Parent shall succeed to such rights)) except as otherwise set forth in this Section 2.1(c) and except as such terms conflict (to the detriment of Parent) with the terms of Parent's 1997 stock option plan; (ii) each such converted Company Option will be exercisable (subject to any applicable vesting provisions) for that number of whole shares of Parent Common Stock equal to the product of the number of shares of Company Common Stock that would have been issuable if such Company Option were exercised in full immediately prior to the Effective Time (without regard to the vesting provisions) multiplied by the Exchange Ratio, rounded down to the nearest whole number of shares of Parent Common Stock; (iii) the per share exercise price for the shares of Parent Common Stock issuable upon exercise of such converted Company Option will be equal to the quotient determined by dividing the per share exercise price in effect immediately prior to the Effective Time by the Exchange Ratio, rounded up to the nearest whole cent; and (iv) the period during which the optionee was employed with the Company shall be credited to the optionee for purposes of the vesting schedule under the optionee's converted Company Option.

(d) Each Company Warrant shall be converted into a warrant to purchase shares of Parent Common Stock (a "Replacement Warrant"), provided that (i) such Replacement Warrant shall continue as closely as reasonably practicable to be subject to the same terms as were applicable under the terms of the Company Warrant except as otherwise set forth in this Section 2.1(d), (ii) such Replacement Warrant shall be exercisable (subject to any applicable vesting provisions) for that number of whole shares of Parent Common Stock equal to the product of the number of shares of Company Common Stock that would have been issuable if such Company Warrant was exercised in full immediately prior to the Effective Time (without regard to the vesting provisions) multiplied by the Exchange Ratio, rounded down to the nearest whole number of shares of Parent Common Stock; and (iii) the per share exercise price for the shares of Parent Common Stock issuable upon exercise of such Replacement Warrant will be equal to the quotient determined by dividing the per share exercise price in effect immediately prior to the Effective Time by the Exchange Ratio, rounded to the nearest whole cent.

2.2 Escrow of Shares. Notwithstanding anything herein to the contrary, at the Closing, Parent will deposit into an escrow (the "Escrow") with Stradling, Yocca, Carlson & Rauth (the "Escrow Agent") ten percent of the Total Number of Shares of Parent Common Stock To Be Issued on a pro-rata basis, for the purpose of providing a fund for the satisfaction of the obligations of the Company Shareholders under Section 8.3 of the Plan of Merger. The Escrow Agent shall hold

and release such shares in accordance with an escrow agreement (the "Escrow Agreement"), which shall be entered into by Parent, the Shareholder Representative and the Escrow Agent at the Closing.

2.3 Exchange of Certificates.

(a) As soon as reasonably practicable after the Effective Time, Parent shall mail to each Company Shareholder a letter of transmittal, which shall (i) set forth instructions for use in effecting the surrender of certificates representing Company Common Stock, (ii) specify that delivery shall be effected and risk of loss and title to the certificates representing shares shall pass only upon delivery of the certificates to Parent, and (iii) otherwise shall be in such form and have such other provisions as Parent may reasonably specify. Upon surrender of a certificate for cancellation to Parent together with such letter of transmittal duly executed, the Company Shareholder shall be entitled to receive in exchange therefor (i) a certificate representing the number of whole shares of Parent Common Stock to which the Shareholder is entitled by virtue of the Company Common Stock held by him or her immediately prior to the Effective Time (less the shares, if any, deposited under the Escrow Agreement with respect to such person), and (ii) a check representing the cash to which such Company Shareholder is entitled to receive on account of a fractional share of Parent Common Stock that would have been issuable to such Company Shareholder but for the provisions of Section 2.4. The certificate(s) so surrendered shall forthwith be canceled. Until surrendered as contemplated by this Section 2.3, each certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the merger consideration provided for herein.

(b) No dividends or other distributions declared or made after the Effective Time with respect to Parent Common Stock with a record date after the Effective Time shall be paid to a Company Shareholder who has not surrendered his or her certificate. Subject to the effect of applicable laws, following surrender of any such certificate there shall be paid to the Company Shareholder (i) at the time of such surrender the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to the whole shares of Parent Common Stock into which the Company Common Stock represented by the certificate were converted, and (ii) at the appropriate payment date the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole shares of Parent Common Stock.

(c) In the event that any certificate for Company Common Stock shall have been lost, stolen or destroyed, Parent shall issue in exchange therefor a new certificate upon the making of an affidavit of that fact by the Company Shareholder and the delivery of a suitable bond or indemnity in a form reasonably acceptable to Parent.

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2.4 No Fractional Shares. No fractions of a share of Parent Common Stock shall be issued in the Merger but in lieu thereof each Company Shareholder otherwise entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Company Stock issuable to such person) shall upon surrender of his or her certificate or certificates be entitled to receive an amount of cash (without interest) determined by multiplying the fractional share interest to which such Company Shareholder would otherwise be entitled by the fair market value of a share of Parent Common Stock immediately following the Effective Time, as determined in good faith by the Board of Directors of Parent.

2.5 Escheat. In no event shall Parent, Merger Subsidiary, the Company or the Surviving Corporation be liable to a Company Shareholder for any merger consideration delivered to a public official pursuant to applicable abandoned property, escheat and similar laws.

2.6 Closing of the Company's Transfer Books. At the Effective Time, the stock transfer records of the Company shall be closed and no transfer of shares of Company Common Stock shall thereafter be made.

2.7 Dissenting Shares.

(a) Notwithstanding anything to the contrary contained herein, any shares of Company Common Stock that, as of the Effective Time, are or may become "dissenting shares" within the meaning of the CGCL shall not be converted into or represent the right to receive Parent Common Stock in accordance with Section 2.1 (or cash in lieu of fractional shares in accordance with Section 2.4), and the holder or holders of such shares shall be entitled only to such rights as may be granted to such holder or holders under Chapter 13 of the CGCL; provided, however, that if the status of any such shares as "dissenting shares" shall not be perfected, or if any such shares shall lose their status as "dissenting shares," then, as of the later of the Effective Time or the time of the failure to perfect such status or the loss of such status, such shares shall automatically be converted into and shall represent only the right to receive (upon the surrender of the certificate or certificates representing such shares) Parent Common Stock in accordance with Section 2.1 (and cash in lieu of fractional shares in accordance with Section 2.4).

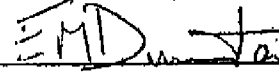
(b) The Company shall give Parent (i) prompt written notice of any written demand received by the Company prior to the Effective Time to require the Company to purchase shares of Company Common Stock pursuant to the CGCL and of any other demand, notice or instrument delivered to the Company prior to the Effective Time pursuant to the CGCL, and (ii) the opportunity to control all negotiations and proceedings with respect to any such demand, notice or instrument. The Company shall not make any payment or settlement offer prior to the Effective

Time with respect to any such demand unless Parent shall have consented in writing to such payment or settlement offer.

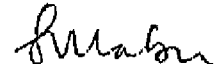
IN WITNESS WHEREOF, the parties have executed and delivered this Merger Agreement as of the first date above written.

MEDEA CORPORATION


By 
Stuart P. Mabon, President

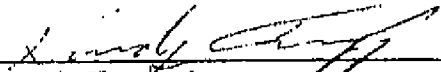
By 
Eric M. Dunstan, Secretary

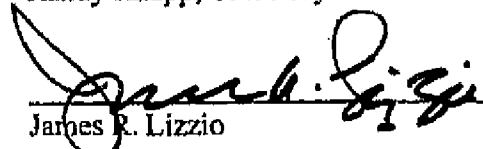
STORAGE ACQUISITION CORP.

By 
Stuart P. Mabon, President and Secretary

STORAGE CONCEPTS, INC.

By 
Martin Bock, President

By 
Randy Knapp, Secretary


James R. Lizzio

ANNEX A

Definitions

"CGCL" means the California General Corporation Law.

"Company Common Stock" means the common stock of the Company.

"**Company Option**" means an option to purchase shares of Company Common Stock issued pursuant to the Company's option plans.

"**Company Shareholder**" means any person who is the record holder of Company Common Stock immediately prior to the Effective Time.

"**Company Warrant**" means a warrant or option (other than a Company Option) to purchase shares of Company Common Stock.

"**Exchange Ratio**" means the quotient of (x) the Total Number of Shares of Parent Common Stock To Be Issued, *divided by* (y) the shares of Common Stock of the Company outstanding immediately prior to the Effective Time (taking into account all shares of Common Stock issued upon exercise of options and warrants prior to the Effective Time).

"**Parent Common Stock**" means the common stock of Parent.

"**person**" means an individual, corporation, partnership, association, trust, estate or other entity or organization.

"**Shareholder Representative**" has the meaning ascribed thereto in the Plan of Merger.

"**Total Number of Shares of Parent Common Stock To Be Issued**" means two times the number of shares of Company Common Stock outstanding immediately prior to the Effective Time (other than shares for which dissenters' rights have or might be exercised); provided that in no event shall the Total Number of Shares of Parent Common Stock to be Issued exceed 3,634,420.

Exhibit A**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
STORAGE CONCEPTS, INC.****I.**

The name of this corporation is:

STORAGE CONCEPTS, INC.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

This corporation is authorized to issue only one class of shares; and the total number of shares which this corporation is authorized to issue is one hundred (100).

IV.

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

V.

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This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) to the fullest extent permissible under California law.

VI.

Any repeal or modification of the provisions of Articles IV or V or this Article VI by the shareholders of the corporation shall not adversely affect any right or protection of a director or agent of this corporation existing at the time of such repeal or modification.

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**OFFICER'S CERTIFICATE
OF
STORAGE CONCEPTS, INC.,
a California corporation**

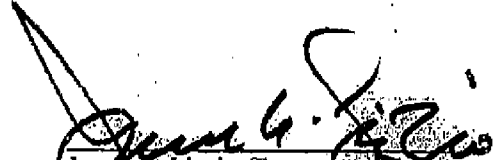
In connection with the Merger Agreement, dated July 31, 2001 (the "Merger Agreement"), by and among Medea Corporation, a California corporation ("Parent"), Storage Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent (the "Disappearing Corporation"), and Storage Concepts, Inc., a California corporation (the "Corporation"), the undersigned does hereby certify that:

1. This Certificate is attached to the Merger Agreement.
2. He is the duly elected Chief Executive Officer, Chairman of the Board of Directors and Treasurer of the Corporation, and has full knowledge of the business and affairs of the Corporation.
3. The Merger Agreement was approved by the Board of Directors of the Corporation.
4. The Merger Agreement was approved by the shareholders of the Corporation. The total number of outstanding shares of the Corporation is 1,817,212 of Common Stock, and there is no Preferred Stock outstanding. The number of shares voting in favor of the Merger Agreement equaled or exceeded the vote required. The percentage vote required was more than 50% of the Common Shares.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: July 31, 2001

STORAGE CONCEPTS, INC.

James R. Lizzio, Chief Executive Officer
and Chairman of the Board of Directors


James R. Lizzio, Treasurer

**OFFICER'S CERTIFICATE
OF
STORAGE ACQUISITION CORP.,
a California corporation**

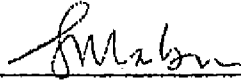
In connection with the Merger Agreement, dated July 31, 2001, by and among Medea Corporation, a California corporation ("Parent"), Storage Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent (the "Disappearing Corporation"), Storage Concepts, Inc., a California corporation (the "Surviving Corporation"), and solely in his capacity as the "Shareholder Representative," James R. Lizzio (the "Merger Agreement"), the undersigned does hereby certify that:

1. This Certificate is attached to the Merger Agreement.
2. He is the duly elected President and Secretary of the Disappearing Corporation.
3. The Merger Agreement was approved by the board of directors of the Disappearing Corporation.
4. The Merger Agreement was approved by the sole shareholder of the Disappearing Corporation; the total number of outstanding shares entitled to vote with respect thereto was 1 share of common stock and such share was voted in favor of the Merger Agreement.
5. The required vote of the shareholders of Parent has been obtained.

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I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: July 31, 2001



Stuart P. Mabon, President and Secretary

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