

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/02/2009
CONVEYING PARTY DATA	
Name	Execution Date
INNOVATIVE SOLUTIONS INX CO.	12/18/2008
RECEIVING PARTY DATA	
Name:	INX INTERNATIONAL INK CO.
Street Address:	150 N. Martingale Road
Internal Address:	Suite 700
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173-2009
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7111915
Patent Number:	7506942
CORRESPONDENCE DATA	
Fax Number:	(312)569-3545
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-569-1488
Email:	ipdocketchicago@dbr.com
Correspondent Name:	Drinker Biddle & Reath LLP
Address Line 1:	191 N. Wacker Drive
Address Line 2:	Suite 3700
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	169087-330680
NAME OF SUBMITTER:	Nicole M. Bulman

CH \$80.00 7111915

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**PATENT**  
**REEL: 023660 FRAME: 0724**

Total Attachments: 7

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**AGREEMENT AND PLAN OF MERGER**  
OF  
INX INTERNATIONAL INK CO.  
AND  
INNOVATIVE SOLUTIONS INX CO.

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 18, 2008, by and between INX INTERNATIONAL INK CO., a Delaware corporation ("INX"), and INNOVATIVE SOLUTIONS INX CO., a Delaware corporation ("ISI"). INX and ISI are sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, The INX Group Ltd., a Delaware corporation ("Stockholder") is the sole stockholder of all of the issued and outstanding stock of each of the Constituent Corporations, which Constituent Corporations are therefore wholly-owned subsidiaries of Stockholder.

WHEREAS, Stockholder and the Board of Directors of each Constituent Corporation deem it advisable for the general welfare and advantage of the Constituent Corporations that ISI merge into INX pursuant to this Agreement and the applicable laws of the State of Delaware;

WHEREAS, INX is a corporation duly authorized, validly existing and in good standing under the laws of the State of Delaware and has an authorized capital of 1,000 shares of common stock, \$0.01 par value, of which 1,000 shares are issued and outstanding; and

WHEREAS, ISI is a corporation duly authorized, validly existing and in good standing under the laws of the State of Delaware and has an authorized capital of 1,000 shares of common stock, \$0.01 par value, of which 500 shares are issued and outstanding.

NOW THEREFORE, Constituent Corporations hereby agree with each other that ISI shall be merged with and into INX and INX shall be the surviving corporation, continuing to be called "INX International Ink Co." (the "Surviving Corporation"), in accordance with the applicable laws of the State of Delaware and that the terms and conditions of the merger and the mode of carrying it into effect are and shall be as hereinafter set forth.

**1. Effective Date.**

The merger provided for in this Agreement shall be effective upon the filing of a Certificate of Merger ("Effective Date"), subject to the completion of the following:

- (a) this Agreement shall have been approved by the Board of Directors of each Constituent Corporation and by Stockholder as the sole stockholder of each Constituent Corporation; and
- (b) the Certificate of Merger shall have been duly executed, acknowledged and filed.

**2. Certificate of Incorporation and By-laws.**

The Certificate of Incorporation and By-laws of INX shall be the Certificate of Incorporation and By-laws of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Certificate of Incorporation and By-laws in accordance with the laws of the State of Delaware.

**3. Manner of Converting Shares; Capitalization.**

The mode of carrying the merger into effect and the manner and basis of converting the shares of Constituent Corporations upon the Effective Date are as follows:

- (a) The 1,000 shares of common stock, \$0.01 par value, of INX which are issued and outstanding on the Effective Date shall remain unchanged.
- (b) The 500 shares of common stock, \$0.01 par value, of ISI which are issued and outstanding on the Effective Date shall be cancelled, without further action and by virtue of the merger.

**4. Board of Directors and Officers.**

The members of the Board of Directors of INX shall be the Board of Directors of the Surviving Corporation from and after the Effective Date until the election and qualification of their respective successors. The elected officers of INX, who shall continue in office at the pleasure of the Board of Directors of the Surviving Corporation, shall be the elected officers of the Surviving Corporation from and after the Effective Date until the election and qualification of their respective successors. James Lambert and John Randel LaCaze, as of the Effective Date of this Agreement shall continue their employment in the Surviving Corporation in accordance with their respective employment agreements and shall hold the following titles and offices in the Surviving Corporation:

John Randel LaCaze, Vice President, Chief Technical Officer – Digital

James Lambert, Vice President, General Manager/Sales Director - Digital

**5. Effect of the Merger.**

Upon the Effective Date, ISI shall be merged with and into INX and the separate existence of ISI shall cease. All rights, privileges, powers, immunities, purposes and franchises, all real property and personal property, tangible and intangible, of every kind and description, and all obligations and liabilities of ISI shall be taken by and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed.

**6. Action by the Constituent Corporations.**

If this Agreement is adopted by the Board of Directors of each Constituent Corporation and Stockholder in accordance with the applicable laws of the State of Delaware, then, provided

all other conditions herein contained shall have been fulfilled at such date, a Certificate of Merger shall be filed in accordance with the laws of the State of Delaware. The Constituent Corporations shall do all such other acts and things as shall be necessary or desirable in order to effectuate the merger.

**7. Termination of Agreement.**

This Agreement may be terminated at any time prior to the Effective Date by the Board of Directors of any Constituent Corporation. In the event of a termination of this Agreement pursuant to this Section 7, this Agreement shall become null and void and each party hereto shall pay its own costs and expenses incurred by and in connection with this Agreement, and no party (or any of its directors, officers and stockholders) shall be liable to any other party for any costs, expenses, damage or loss of anticipated profits hereunder.

**8. General.**

(a) Upon the Effective Date, all bank accounts and banking resolutions then in effect with respect to ISI shall continue and remain in effect as bank accounts and banking resolutions of the Surviving Corporation, until such time as they may be terminated or modified by the Surviving Corporation in accordance with law.

(b) At any time, and from time to time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by any other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

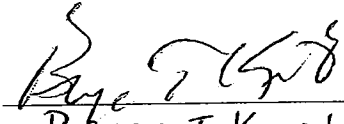
(d) This Agreement shall not be assignable by any party hereto and shall be binding upon the parties and their respective successors.

*[SIGNATURE PAGE FOLLOWS]*

*[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

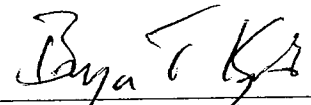
INX INTERNATIONAL INK CO.

By:   
Name: Bryce T. Kristo  
Title: Senior Vice President, Treasurer and  
Chief Financial Officer


ATTEST:

By:   
Its: Secretary

INNOVATIVE SOLUTIONS INX CO.

By:   
Name: Bryce T. Kristo  
Title: Senior Vice President and Treasurer

ATTEST:

By:   
Its: Secretary

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"INNOVATIVE SOLUTIONS INX CO.", A DELAWARE CORPORATION,  
WITH AND INTO "INX INTERNATIONAL INK CO." UNDER THE NAME OF  
"INX INTERNATIONAL INK CO.", A CORPORATION ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED  
AND FILED IN THIS OFFICE THE SECOND DAY OF JANUARY, A.D. 2009,  
AT 2:23 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.

0559609 8100M

090001231

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 7070033

DATE: 01-08-09

PATENT  
REEL: 023660 FRAME: 0730

STATE OF DELAWARE  
**CERTIFICATE OF MERGER**  
OF  
INNOVATIVE SOLUTIONS INX CO.  
INTO  
INX INTERNATIONAL INK CO.

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation, INX International Ink Co. ("Corporation")

DOES HEREBY CERTIFY:

**FIRST:** That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
INX International Ink Co.	Delaware
Innovative Solutions INX Co.	Delaware

**SECOND:** That an agreement and plan of merger between the constituent corporations has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

**THIRD:** That the certificate of incorporation and bylaws of Corporation shall be the certificate of incorporation and the bylaws of the surviving corporation.

**FOURTH:** That Corporation shall be the surviving corporation to the merger and the name of the surviving corporation of the merger shall be INX International Ink Co.

**FIFTH:** That the effective date of the merger shall be the date of filing with the Delaware Secretary of State.

**SIXTH:** That the executed agreement and plan of merger is on file at the principal place of business of the surviving corporation, the address of which is 150 N. Martingdale Rd. Schaumburg, Illinois 60173.

**SEVENTH:** That a copy of the agreement and plan of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

**IN WITNESS WHEREOF,** said surviving corporation has caused this certificate to be signed by an authorized officer, this 18 day of December, 2008.

INX International Ink Co.

By: Bryce T. Krato  
Name: Bryce T. Krato  
Title: Senior Vice President, Treasurer  
and Chief Financial Officer