

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	08/31/2005	
CONVEYING PARTY DATA		
	Name	Execution Date
	PIC ACQUISITION, INC.	08/22/2005
RECEIVING PARTY DATA		
Name:	PEGASUS IMAGING CORPORATION	
Street Address:	4001 North Riverside Drive	
City:	Tampa	
State/Country:	FLORIDA	
Postal Code:	33603	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Application Number:	08447095	
Application Number:	08733208	
Application Number:	08447215	
Application Number:	08445927	
Application Number:	09776439	
Application Number:	08447191	
Application Number:	08445663	
Application Number:	08680034	
Application Number:	08445724	
CORRESPONDENCE DATA		
Fax Number:	7329361401	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	732-936-1400	
Email:	mike@sp-ip.com	

CH \$360.00 08447095

Correspondent Name: Michael P. Straub
Address Line 1: 788 Shrewsbury Avenue
Address Line 4: Tinton Falls, NEW JERSEY 07724

ATTORNEY DOCKET NUMBER:	PEGAUS -9 ASSIGNMENTS
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NAME OF SUBMITTER:	Michael P. STRAUB
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Total Attachments: 4

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OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF MERGER

WHEREAS,

PEGASUS IMAGING CORPORATION

a non-qualified corporation organized under the laws of the State of FLORIDA, has filed in the office of the Secretary of State duly authenticated evidence of a merger whereby said non-qualified corporation is the survivor, as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned Secretary of State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma.



*Filed in the City of Oklahoma City this
24th day of February, 2006.*

M. Susan Savage

Secretary Of State

PATENT

REEL - 030079 FRAME: 0507

Exhibit A



SOS



4843710002

**AGREEMENT AND PLAN OF MERGER
OF
PIC ACQUISITION, INC.
WITH AND INTO
PEGASUS IMAGING CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and entered into this 22nd day of August, 2005, by and between PIC ACQUISITION, INC., an Oklahoma corporation (the "Merged Corporation"), and PEGASUS IMAGING CORPORATION, a Florida corporation (the "Continuing Corporation") (said corporations being hereinafter sometimes collectively referred to in this Agreement as the "Constituent Corporations"), in accordance with Section 607.1107 of the Florida Business Corporation Act, and Title 18, Chapter 22, Section 1082 of the Oklahoma General Corporation Act.

WHEREAS, the Merged Corporation is a corporation duly organized and validly existing under the laws of the State of Oklahoma;

WHEREAS, the Continuing Corporation is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that the Merged Corporation be merged with and into the Continuing Corporation on the terms and conditions of this Agreement (the "Merger"); and have submitted the Merger to the shareholders of each of the Constituent Corporations for approval and recommended to such shareholders that the Merger be approved in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is hereby agreed by and between the parties hereto, subject to the approval and adoption of this Agreement by the respective shareholders of each of the Constituent Corporations, and subject to the conditions hereinafter set forth and in accordance with the Florida Business Corporation Act, that the Merged Corporation shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into the Continuing Corporation (with the Continuing Corporation subsequent to such merger being referred to in this Agreement as the "Surviving Corporation"), the corporate existence of which shall be continued under the name "PEGASUS IMAGING CORPORATION", and thereafter the individual existence of the Merged Corporation shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting shares of the Merged Corporation into securities of the Surviving Corporation are and shall be as follows:

1. **Merger.** On the Effective Date, the Merged Corporation shall be merged with and into the Continuing Corporation, and the Continuing Corporation shall continue in existence as a ~~Florida~~ corporation under the Articles of Incorporation and Bylaws of the Continuing

Corporation, and the merger shall in all respects have the effect provided for in Section 607-1106 of the Florida Business Corporation Act. Without limiting the foregoing, on and after the Effective Date, the separate existence of the Merged Corporation shall cease and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess, without further act or deed, all of the rights, privileges, immunities, franchises, trusts and properties possessed by the Merged Corporation immediately prior to the Merger. All property, real, personal and mixed, including all choses in action, all debts due on whatever account and all and every other interest or right belonging to or due to the Constituent Corporations, including all liens, mortgages, security interests and properties held as collateral for debts owed to each such corporation, shall be deemed to be vested in the Surviving Corporation without further act or deed, and the title to all real property or interests therein owned by the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; and the Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations, and any claim, cause of action or proceeding pending by or against any of the Constituent Corporations may be continued as if the merger had not taken place, or the Surviving Corporation may be substituted as a party in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the merger.

2. **Articles of Incorporation; Bylaws.** (a) The Articles of Incorporation of the Continuing Corporation shall on the Effective Date be the Articles of Incorporation of the Surviving Corporation; and in addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth therein and shall be governed by the provisions thereof.

(b) From and after the Effective Date, the Bylaws of the Continuing Corporation as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation, and shall continue in effect until the same shall be altered, amended, or repealed as therein provided or as provided by law.

3. **Board of Directors; Officers.** The persons who are directors and officers of the Continuing Corporation immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Bylaws of the Surviving Corporation.

4. **Effective Date and Time.** The Merger shall be effective as of 11:59:59 p.m. on the 31st day of August, 2005 for taxation, accounting and all other purposes.

5. **Publication.** Neither of the States of Florida nor Oklahoma require publication of a Notice of Merger. An original executed Certificate of Merger and this Agreement shall be filed with the Secretary of State of Oklahoma in accordance with Title 18, Chapter 22, Section 1082 of the Oklahoma General Corporation Act.

6. **Representations and Warranties of Continuing Corporation.** In connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the Continuing Corporation represents and warrants the following to the Merged Corporation as of the date hereof:

overnight courier, service fees prepaid, or three (3) business days following the business day when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid.

9. **Additional Documents.** Each party agrees to execute all instruments that may be reasonably required in order to carry out the purposes and intent of this Agreement and to fulfill the obligations of the parties hereunder.

10. **Modification.** This Agreement may not be modified or terminated orally and no modification, termination, or waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

11. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

12. **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the matters described herein and supersedes all prior agreements, oral or written, between the parties relating to such matters.

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

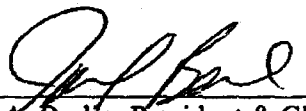
14. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed on their respective behalfs and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officer, effective as of the date hereinabove first written.

PEGASUS IMAGING CORPORATION

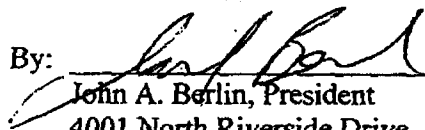
PIC ACQUISITION, INC.

By:



John A. Berlin, President & CEO
4001 North Riverside Drive
Tampa, Florida 33603

By:



John A. Berlin, President
4001 North Riverside Drive
Tampa, Florida 33603