

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/03/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DB Microware, Inc.		07/01/2005	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Neptune Technology Group, Inc.
Street Address:	1600 Alabama Highway 229
City:	Tallasse
State/Country:	ALABAMA
Postal Code:	36078
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2649992	FIELDNET

**CORRESPONDENCE DATA**

Fax Number: (205)488-6770  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2055218770  
 Email: cwilkerson@bradleyarant.com  
 Correspondent Name: Crystal G. Wilkerson, Esq.  
 Address Line 1: 1819 Fifth Avenue North  
 Address Line 4: Birmingham, ALABAMA 35203-2104

NAME OF SUBMITTER:	Crystal G. Wilkerson
Signature:	/Cwilkerson/
Date:	09/30/2005

OP \$40.00 2649992

**Total Attachments: 15**

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## Office of the Secretary of State

### CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

DB MICROWARE, INC.  
Domestic Business Corporation  
[Filing Number: 107194800]

Into

Neptune Technology Group Inc.  
Foreign Business Corporation  
Delaware, USA  
[Filing Number: 800054434]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated: 08/03/2005

Effective: 08/03/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

**ARTICLES OF MERGER  
OF  
DB MICROWARE, INC.  
WITH AND INTO  
NEPTUNE TECHNOLOGY GROUP, INC.  
(PURSUANT TO ARTICLE 5.16 OF THE  
TEXAS BUSINESS CORPORATION ACT)**

Neptune Technology Group, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:
  - a. Neptune Technology Group, Inc., a Delaware corporation and sole stockholder of DB Microware, Inc., a Texas corporation (“Neptune Technology Group”); and
  - b. DB Microware, Inc., a Texas corporation and wholly-owned subsidiary of Neptune Technology Group (“DB Microware”).
2. All of the issued and outstanding shares of DB Microware, Inc. are owned by Neptune Technology Group, Inc.
3. An agreement and plan of merger (the “Merger Agreement”) has been approved, adopted, certified, executed and acknowledged by Neptune Technology Group and DB Microware in accordance with the provisions of Article 5.16 of the Texas Business Corporation Act.
4. Pursuant to the Merger Agreement, DB Microware will merge with and into Neptune Technology Group (the “Merger”).
5. Pursuant to Article 5.16 of the Texas Business Corporation Act, a copy of the consent of the board of directors of Neptune Technology Group, dated July 1, 2005, is attached hereto as Exhibit A.
6. The name of the surviving corporation is Neptune Technology Group, Inc. (the “Surviving Corporation”). The Surviving Corporation is a Delaware corporation.
7. The Certificate of Incorporation of the Surviving Corporation immediately prior to the Effective Time (as defined herein) shall be the Certificate of Incorporation of the Surviving Corporation after the Merger.
8. The executed Merger Agreement pursuant to which the Merger is being consummated 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 1600 Alabama Highway 229 Tallassee, AL 36078.

9. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without charge, to any stockholder of any corporation that is a party to the Merger.
  
10. The Articles of Merger shall be effective as of the date and time these Articles of Merger have been duly filed with the Secretary of State of the State of Texas (the "Effective Time").

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned corporation has caused its duly authorized officer to execute and deliver this Certificate of Ownership and Merger as of July 1, 2005.

NEPTUNE TECHNOLOGY GROUP, INC.

By: *Paul J. Sori*  
Name: *Paul J. Sori*  
Title: *Vice President and  
Assistant Secretary*

**ACTION OF THE BOARD OF DIRECTORS  
OF NEPTUNE TECHNOLOGY GROUP, INC.  
TAKEN BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF A MEETING**

Pursuant to Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the directors of NEPTUNE TECHNOLOGY GROUP, INC., a Delaware corporation (the "Company"), do hereby consent to and adopt the following resolutions as the actions of the Board of Directors of the Company in lieu of a meeting and do hereby direct that this written consent to such actions be filed with the minutes of the proceedings of the Board of Directors of the Company:

**WHEREAS**, the Board of Directors has determined that it is in the best interests of the Company and its stockholder to merge (the "Merger") DB Microware, Inc., a Texas corporation and a wholly owned subsidiary of the Company (the "Subsidiary") with and into the Company and for the Company to remain as the surviving entity (the "Surviving Company") after the effective time of the Merger; and

**WHEREAS**, the management of the Company has prepared a draft of the Merger Agreement (the "Merger Agreement"), attached hereto as Attachment A, to be entered into by the Company and the Subsidiary;

**NOW THEREFORE, BE IT RESOLVED**, that the execution by the officers of the Company of the Merger Agreement, substantially in the form attached hereto with such changes therein as any of the officers of the Company shall deem desirable and in the best interests of the Company and its stockholders (such officer's execution thereof shall be deemed to evidence conclusively such determination) be, and hereby is, authorized and approved;

**FURTHER RESOLVED**, that the Merger Agreement and each and all of the terms, conditions, covenants, provisions, agreements and documents contained or referred to in the Merger Agreement be, and hereby are, authorized and approved;

**FURTHER RESOLVED**, that the payment of all fees, costs and expenses that may be incurred by the Company in connection with the transaction contemplated herein by the officers of the Company on behalf of the Company pursuant to the Merger Agreement be, and hereby is, authorized and approved;

**FURTHER RESOLVED**, that all other documents and certificates executed and delivered by the Company pursuant to the Merger Agreement, and each and all of the terms and conditions thereof be, and hereby are, authorized and approved;

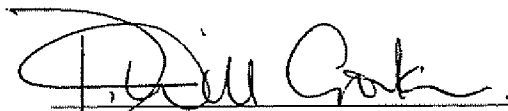
**FURTHER RESOLVED**, that the officers of the Company are hereby authorized to execute and deliver the Merger Agreement on behalf of the Company; and

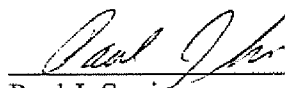
**FURTHER RESOLVED**, that the execution and delivery of any and all instruments, certificates, documents and agreements and any and all actions as may be necessary or in their opinion are desirable in connection with the Merger Agreement be, and hereby are, ratified;

**[Signature Page Follows]**



IN WITNESS WHEREOF, the undersigned, being all of the Directors of the Company, have executed this consent this   1   day of July, 2005.

  
\_\_\_\_\_  
N. Will Crocker

  
\_\_\_\_\_  
Paul J. Soni

ATTACHMENT A

MERGER AGREEMENT

## MERGER AGREEMENT

**THIS MERGER AGREEMENT** dated July 1, 2005 (this "Agreement") between DB MICROWARE, INC., a Texas corporation ("Company A"), and NEPTUNE TECHNOLOGY GROUP, INC., a Delaware corporation ("Company B").

**WHEREAS**, the Boards of Directors of Company A and Company B deem it advisable and in the best interest of their respective stockholders that Company A merge with and into Company B and such Boards of Directors have approved the merger (the "Merger") of Company A with and into Company B upon the terms and subject to the conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties and agreements herein set forth, Company A and Company B hereby agree as follows:

***SECTION 1.1. Merger.*** At the Effective Time (as hereinafter defined), Company A shall merge with and into Company B in accordance with the applicable provisions of the laws of the State of Delaware and the State of Texas. At the Effective Time, the separate corporate existence of Company A shall cease and Company B shall be the surviving corporation (the "Surviving Corporation") and shall succeed and assume all of the rights and obligations of Company A in accordance with the Delaware General Corporation Law (the "DGCL").

***SECTION 1.2. Effective Time of Merger.*** The Merger shall become effective when a properly executed Certificate of Ownership and Merger is duly filed with the Secretary of State of the State of Delaware, which filing shall be made as soon as practicable after the execution and delivery of this Agreement. When used in this Agreement, the term "Effective Time" shall mean the date and time at which such Certificate of Ownership and Merger is so filed.

***SECTION 1.3. Certificate of Incorporation.*** The Certificate of Incorporation of the Surviving Corporation at the Effective Time shall be the Certificate of Incorporation of Company B.

***SECTION 1.4. By-Laws.*** The Bylaws of the Surviving Corporation at the Effective Time shall be the By-Laws of Company B.

***SECTION 1.5. Directors.*** The initial members of the Board of Directors of the Surviving Corporation at the Effective Time shall be the directors of Company B.

***SECTION 1.6. Name.*** The name of the Surviving Corporation shall be the name of Company B.

**SECTION 1.7. Company A Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of any stockholder of Company A or Company B, each share of the common stock of Company A (the "Company A Shares"), issued and outstanding immediately prior to the Effective Time shall be cancelled, and no cash, securities or other consideration of any kind shall be issued or paid for such Company A shares pursuant to the Merger.

**SECTION 1.8. Closing.** The closing of the Merger (the "Closing") shall take place immediately upon the execution and delivery of this Agreement.

## ARTICLE II

### MISCELLANEOUS PROVISIONS

**SECTION 2.1. Survival of Representations, Warranties, Covenants and Agreements.** The representations, warranties, covenants and agreements contained in this Agreement or in any certificate or other document delivered pursuant hereto or in connection herewith shall survive after the Closing without limitation as to time.

**SECTION 2.2. Amendments, Etc.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by either party herefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose which given.

**SECTION 2.3. Successors, Assigns and Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided* that neither this Agreement nor any of the rights hereunder may be assigned by any of the parties hereto without the consent of the other party.

**SECTION 2.4. Further Assurances.** From time to time, without further consideration, each party hereto, at the expense of the other party, will promptly execute and deliver all other documents, and take all further action, that such party may reasonably request in order to effectuate the Merger and to protect the rights and remedies created or intended to be created hereunder.

**SECTION 2.5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

**SECTION 2.6. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

**SECTION 2.7. Headings.** The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement for any other purpose.

**SECTION 2.8. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

**SECTION 2.9. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or representatives thereunto duly authorized, as of the date first above written.

**DB MICROWARE, INC.**

By: *Paul J. Soni*  
Name: *Paul J. Soni*  
Title: *Vice President and  
Assistant Secretary*

**NEPTUNE TECHNOLOGY GROUP, INC.**

By: *Paul J. Soni*  
Name: *Paul J. Soni*  
Title: *Vice President and  
Assistant Secretary*

**CERTIFICATE OF OWNERSHIP AND MERGER  
OF  
DB MICROWARE, INC.  
WITH AND INTO  
NEPTUNE TECHNOLOGY GROUP, INC.  
(PURSUANT TO SECTION 253 OF THE  
DELAWARE GENERAL CORPORATION LAW)**

Neptune Technology Group, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:
  - a. Neptune Technology Group, Inc., a Delaware corporation and sole stockholder of DB Microware, Inc., a Texas corporation (“Neptune Technology Group”); and
  - b. DB Microware, Inc., a Texas corporation and wholly-owned subsidiary of Neptune Technology Group (“DB Microware”).
2. An agreement and plan of merger (the “Merger Agreement”) has been approved, adopted, certified, executed and acknowledged by Neptune Technology Group and DB Microware in accordance with the provisions of Section 253 of the General Corporation Law of the State of Delaware.
3. Pursuant to the Merger Agreement, DB Microware will merge with and into Neptune Technology Group (the “Merger”).
4. Pursuant to Section 253 of the General Corporation Law of the State of Delaware, a copy of the consent of the board of directors of Neptune Technology Group, dated July 1, 2005, is attached hereto as Exhibit A.
5. The name of the surviving corporation is Neptune Technology Group, Inc. (the “Surviving Corporation”). The Surviving Corporation is a Delaware corporation.
6. The Certificate of Incorporation of the Surviving Corporation immediately prior to the Effective Time (as defined herein) shall be the Certificate of Incorporation of the Surviving Corporation after the Merger.
7. The executed Merger Agreement pursuant to which the Merger is being consummated 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 1600 Alabama Highway 229 Tallahassee, AL 36078.
8. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without charge, to any stockholder of any corporation that is a party to the Merger.

9. The Certificate of Ownership and Merger shall be effective as of the date and time this Certificate of Ownership and Merger has been duly filed with the Secretary of State of the State of Delaware (the "Effective Time").

**[Signature Page Follows]**



IN WITNESS WHEREOF, the undersigned corporation has caused its duly authorized officer to execute and deliver this Certificate of Ownership and Merger as of July 1, 2005.

NEPTUNE TECHNOLOGY GROUP, INC.

By: Paul J. Sori  
Name: Paul J. Sori  
Title: Vice president and  
Assistant Secretary