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MERGER OR SHARE EXCHANGE

Magnivision Acquisition Corporation

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ARTICLES OF MERGER  
OF  
MAGNIVISION, INC.

WITH AND INTO

MAGNIVISION ACQUISITION CORPORATION

December 27, 2006

Pursuant to the provisions of Sections 607.1104, 607.1105 and 607.1107 of the Florida Business Corporation Act, the undersigned hereby certify that:

1. Magnivision, Inc., a Delaware corporation (the "Merging Corporation") shall be merged with and into Magnivision Acquisition Corporation, a Florida corporation (the "Surviving Corporation"), which shall be the surviving corporation (such merger, the "Merger").

2. The Agreement and Plan of Merger, dated as of December 27, 2006, by and between the Surviving Corporation and the Merging Corporation, pursuant to which the Merger was approved and a copy of which is attached hereto as Exhibit A, was executed and adopted by the Merging Corporation and the Surviving Corporation in accordance with Section 253 of the Delaware General Corporation Law and Section 607.1104 of the Florida Business Corporation Act, and approved by joint unanimous written consent, dated December 27, 2006, of the board of directors and the sole stockholder of the Merging Corporation and unanimous written consent, dated December 27, 2006, of the board of directors of the Surviving Corporation.

3. The effective date of the Merger shall be December 31, 2006.

4. The address of the principal office of the Surviving Corporation is 500 George Washington Highway, Smithfield, Rhode Island 02917.

[Signature Pages to Follow]

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Merging Corporation and the Surviving Corporation by their respective authorized officers as of the date first above written.

Magnivision, Inc., a Delaware corporation

By: *Brian J. Lagarto*  
Name: Brian Lagarto  
Title: CFO, Treasurer & Secretary

Magnivision Acquisition Corporation, a Florida corporation

By: *Brian J. Lagarto*  
Name: Brian Lagarto  
Title: CFO, Treasurer & Secretary

[Signature Page to Articles of Merger]

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**Exhibit A**

**Agreement and Plan of Merger**

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**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Plan") is made and entered into on December 27, 2006, by and between Magnivision Acquisition Corporation, a Florida corporation ("Magnivision Acquisition") and Magnivision, Inc., a Delaware corporation ("Magnivision").

**WITNESSETH**

**WHEREAS**, Magnivision is a wholly-owned subsidiary of Magnivision Acquisition; and

**WHEREAS**, Section 607.1107 of the Florida Business Corporation Act, as amended (the "FBCA"), authorizes the merger of a Florida corporation with a foreign corporation and Section 252 of the Delaware General Corporation Law (the "DGCL") authorizes the merger of a foreign corporation with a Delaware corporation; and

**WHEREAS**, Section 607.1104 of the FBCA authorizes a parent corporation owning at least 80% of the shares of a corporation to merge any such corporation with another such corporation and Section 253 of the DGCL authorizes a parent corporation owning at least 90% of the shares of a corporation to merge any such corporation with any other such corporation; and

**WHEREAS**, Magnivision Acquisition and Magnivision now desire to merge (the "Merger"), following which Magnivision Acquisition shall be the surviving corporation; and

**WHEREAS**, the Board of Directors of each of Magnivision Acquisition and Magnivision has approved the provisions of this Plan and the consummation of the Merger; and

**WHEREAS**, the sole stockholder of Magnivision has approved the provisions of this Plan and the consummation of the Merger.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, Magnivision Acquisition and Magnivision hereby agree as follows:

1. **MERGER**. Subject to the terms and conditions of this Plan, at the Effective Time as defined in Section 7 of this Plan, Magnivision shall be merged with and into Magnivision Acquisition in accordance with Sections 607.1104 and 607.1107 of the FBCA and Sections 252 and 253 of the DGCL and any other applicable provisions of law. The separate corporate existence of Magnivision shall thereupon cease and Magnivision Acquisition shall be the surviving corporation.

2. **EFFECT OF MERGER**. Upon the Effective Time (as defined below), Magnivision Acquisition and Magnivision shall become a single Florida corporation, the separate existence of Magnivision shall cease, and in accordance with Section 607.1106 of the FBCA and Section 259 of the DGCL, all of the rights, privileges and powers of each of Magnivision Acquisition and Magnivision, and all property, real, personal and mixed, and all

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debts due to Magnivision Acquisition and/or Magnivision, as well as all other things and causes of action belonging to each of Magnivision Acquisition and Magnivision, shall be vested in Magnivision Acquisition as the surviving corporation, and shall thereafter be the property of Magnivision Acquisition as the surviving corporation as they were of each of Magnivision Acquisition and Magnivision, and the title to any real property vested by deed or otherwise, under the laws of the State of Florida and the State of Delaware, in either Magnivision Acquisition or Magnivision shall not revert or be in any way impaired by reason of the FBCA or the DGCL; but all rights of creditors and all liens upon any property of Magnivision Acquisition and/or Magnivision shall be preserved unimpaired, and all debts, liabilities and duties of each of Magnivision Acquisition and Magnivision shall thenceforth attach to Magnivision Acquisition as the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. ARTICLES OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS.

(a) The Articles of Incorporation and Bylaws of Magnivision Acquisition in effect immediately prior to the Effective Time shall not be amended in any respect by reason of the Merger and said Articles of Incorporation and Bylaws shall be the Articles of Incorporation and Bylaws of Magnivision Acquisition, as the surviving corporation, unless and until amended in accordance with their terms and applicable law.

(b) On and after the Effective Time, until changed in accordance with the Articles of Incorporation and Bylaws of Magnivision Acquisition, (i) the directors of Magnivision Acquisition shall be the directors of Magnivision Acquisition immediately prior to the Effective Time; and (ii) the officers of Magnivision Acquisition shall be the officers of Magnivision Acquisition immediately prior to the Effective Time.

4. MANNER AND BASIS OF CONVERTING SHARES. As a result of the Merger, (i) each share of Magnivision Acquisition common stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of Magnivision Acquisition issued and outstanding immediately after the Effective Time and (ii) each share of Magnivision common stock issued and outstanding immediately prior to the Effective Time shall be cancelled.

5. EXPENSES OF THE MERGER. Magnivision Acquisition, as the surviving corporation, shall pay all expenses of carrying this Plan into effect and accomplishing the Merger herein provided for.

6. FURTHER ASSIGNMENT OR ASSURANCE. If at any time Magnivision Acquisition, as the surviving corporation, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Plan, the proper representatives of Magnivision as of the Effective Time shall do all things necessary or proper to do so.

7. EFFECTIVE TIME. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, Magnivision Acquisition, which shall be the surviving

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corporation of the Merger, shall file Articles of Merger, substantially in the form attached hereto as Exhibit A (the "Articles of Merger"), with the Secretary of State of the State of Florida and a Certificate of Ownership and Merger, substantially in the form attached hereto as Exhibit B (the "Certificate of Merger"), with the Secretary of State of the State of Delaware and make all other filings or recordings required by Florida and/or Delaware law in connection with the Merger. The Merger shall become effective on December 31, 2006 (the "Effective Time").

8. TERMINATION AND AMENDMENT. Anything in this Plan or elsewhere to the contrary notwithstanding, this Plan and the Merger contemplated hereby may be abandoned either by Magnivision Acquisition or Magnivision, by an appropriate act of a duly authorized representative thereof, at any time prior to the Effective Time. This Plan may be amended in any respect by the mutual agreement of Magnivision Acquisition and Magnivision with such approvals as the FBCA and the DGCL requires.

9. DESCRIPTIVE HEADINGS. The descriptive section headings of this Plan are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10. GOVERNING LAW. This Plan shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflicts of law.

11. COUNTERPARTS. This Plan may be signed in any number of counterparts, each of which shall be an original, with the same effects as if the signatures thereto and hereto were upon the same instrument. This Plan shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

12. WAIVER OF STATUTORY MAILING REQUIREMENTS. Magnivision Acquisition, as sole shareholder of Magnivision, hereby approves this Merger and waives any right to receive by mail a copy or summary of the Plan.

*[Signatures Page to Follow]*

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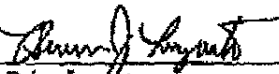
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IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed by their respective authorized representatives as of the day and year first-above written.

MAGNIVISION ACQUISITION CORPORATION

By:   
Name: Brian Legato  
Title: CFO, Treasurer & Secretary

MAGNIVISION, INC.

By:   
Name: Brian Legato  
Title: CFO, Treasurer & Secretary

{Signature Page to Agreement and Plan of Merger}

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EXHIBIT A

Articles of Merger

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**EXHIBIT B**

Certificate of Merger

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