

2/25/2014 13:50:42 From: To: 8506176380

Division of Corporations

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**MERGER OR SHARE EXCHANGE
DEI SALES, INC.**

Certificate of Status	0
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Page Count	09
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Merger

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FEB 26 2014
T. CARTER

ARTICLES OF MERGER
OF
POLK AUDIO, INC.
(a Maryland corporation)
with and into
DEI SALES, INC.
(a Florida corporation)
(UNDER §607.1105 OF THE FLORIDA
BUSINESS CORPORATION ACT)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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Pursuant to Section 607.1105 of the Florida Business Corporation Act, DEI Sales, Inc., a Florida corporation (the "Acquirer"), and Polk Audio, Inc., a Maryland corporation (the "Target"), hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger, dated as of February 25, 2014 (the "Plan of Merger"), between the Acquirer and the Target, is attached hereto as Exhibit A and incorporated herein by reference thereto.

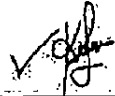
2. The Plan of Merger, providing for the merger of the Target with and into the Acquirer, with the Acquirer continuing as the surviving corporation (the "Merger"), was adopted and approved by: (a) all of the directors of the Target pursuant to a unanimous written consent of the directors of the Target dated February 25, 2014, (b) all of the directors of the Acquirer pursuant to a unanimous written consent of the directors of the Acquirer dated February 25, 2014, (c) the sole shareholder of the Target pursuant to a unanimous written consent of the sole shareholder of the Target dated February 25, 2014, and (d) the sole shareholder of the Acquirer pursuant to a unanimous written consent of the sole shareholder of the Acquirer dated February 25, 2014. The adoption and approval of the Plan of Merger by such holders of the Acquirer's common stock was sufficient to approve the Plan of Merger.

3. The Merger shall become effective as of February 28, 2014 at 11:02 am EST.

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of each of the Acquirer and the Target as of this 25th day of February, 2014.

ACQUIRER

DEI SALES, INC.

By: 

Name:

Vayzel Gorker

Title:

SVP & CEO

TARGET

POLK AUDIO, INC.

By: 

Name:

Vayzel Gorker

Title:

SVP & CEO

2/25/2014 13:50:42 From: To: 8506176380

(4/9)

EXHIBIT A

PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of February 25, 2014, (the "Closing Date") by and between, Polk Audio, Inc., a Maryland corporation and wholly-owned subsidiary of the Parent ("Subsidiary"), and DEI Sales, Inc., a Florida corporation (the "Parent").

WHEREAS, Parent, Subsidiary and the parties to the Master Reorganization Agreement (as defined below) are all part of the same corporate structure and desire to effect certain business combinations to simplify the corporate structure (the "Reorganization");

WHEREAS, the Reorganization, including the Merger (as defined below), shall be accomplished in the order set forth in that certain Master Reorganization Agreement, dated as of February 25, 2014, by and among, Viper Holdings Corporation, a Delaware corporation, DEI Holdings, Inc., a Florida corporation, DEI Headquarters, Inc., a Florida corporation, Parent, Subsidiary, Polk Holdings, Inc., a Maryland corporation, Sound United, LLC, a Delaware limited liability company, BOOM Movement, LLC, a Delaware limited liability company, Definitive Technology, LLC, a Delaware limited liability company, Directed, LLC, a Delaware limited liability company and Polk Audio, LLC, a Delaware limited liability company (the "Master Reorganization Agreement");

WHEREAS, Parent owns 100% of the outstanding shares of capital stock of Subsidiary;

WHEREAS, in connection with the Reorganization, Parent and Subsidiary wish to effect a business combination through a merger (the "Merger") of Subsidiary with and into Parent, with the Parent surviving on the terms and conditions set forth in this Agreement, the Florida Business Corporation Act (the "FBCA") and the Maryland Corporations and Associations Code (the "MCAC");

WHEREAS, the board of directors of the Parent and Subsidiary each have unanimously approved the Reorganization, this Agreement, the Merger and the other transactions contemplated by this Agreement and determined that the Reorganization, this Agreement, the Merger and the other transactions contemplated by this Agreement are advisable and in the best interest of its shareholders, respectively;

WHEREAS, the requisite number of shareholders of the Parent and Subsidiary have approved and adopted this Agreement and approved the Merger and the transactions contemplated hereby, in each case by the affirmative vote of the requisite number of shares under the FBCA, the MCAC, the articles of incorporation and the bylaws of each of the Company and Subsidiary; and

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger be treated as a liquidation described in Section 332 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE MERGER; EFFECT OF THE MERGER ON THE SUBSIDIARY CAPITAL STOCK.

1.1 The Merger. Subject to the terms and conditions of this Agreement and in accordance with the FBCA and the MCAC, at the Effective Time (as defined below), Parent and Subsidiary shall consummate the Merger pursuant to which (a) Subsidiary shall be merged with and into Parent and the separate corporate existence of Subsidiary shall thereupon cease, (b) Parent shall be the surviving company in the Merger (the "Surviving Company") and shall continue to be governed by the laws of the

State of Florida, and (c) the separate corporate existence of Parent with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger.

1.2 Effective Time; Effect of the Merger. Subsidiary and Parent shall duly execute (i) the articles of merger substantially in the form attached hereto as Exhibit A (the "FL Articles of Merger") and file such FL Articles of Merger with the Secretary of State of the State of Florida in accordance with the FBCA and (ii) the articles of merger substantial in the form attached hereto as Exhibit B (the "MD Articles of Merger") and together with the FL Articles of Merger, the "Articles of Merger") and shall file such MD Articles of Merger with the Maryland State Department of Assessments of Taxation in accordance with the MCAC. The Merger shall become effective at the time set forth in each of the Articles of Merger, accompanied by payment of any applicable filing fee (as provided in the FBCA or MCAC), and both Articles of Merger have been examined by and has received the endorsed approval of, the Secretary of State of the State of Florida and the Maryland State Department of Assessments of Taxation, as applicable (the date and time the Merger becomes effective being the "Effective Time"). At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the FBCA and the MCAC. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all rights and property of Parent and Subsidiary shall vest in the Surviving Company, and all debts and liabilities of Parent and Subsidiary shall become debts and liabilities of the Surviving Company.

1.3 Certificate of Incorporation and Bylaws. The articles of incorporation of the Parent, as in effect immediately before the Effective Time, shall from and after the Effective Time be, and continue to be from and after the Effective Time, the articles of incorporation of the Surviving Company until changed or amended as provided by the FBCA. The bylaws of Parent, as in effect immediately before the Effective Time, shall from and after the Effective Time, be, and continue to be from and after the Effective Time, the bylaws of the Surviving Corporation until amended as provided therein in accordance with the FBCA. Notwithstanding the foregoing, the name of the Surviving Company shall be "DEI Sales, Inc." and the articles of incorporation and bylaws of the Surviving Company shall so provide.

1.4 Board Representatives and Officers. At the Effective Time and by virtue of the Merger, the members of the board of directors of Parent and the officers of Parent immediately prior to the Effective Time shall be members of the board of directors of the Surviving Company and the officers of the Surviving Company, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Company. At any time, or from time to time, after the Effective Time, the corresponding officers of the Surviving Corporation, may, in the name of Subsidiary, execute and deliver all such proper deeds, assignments, and other instruments and take, or cause to be taken all such forth or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation, title to and possession of all property, rights, privileges, powers, franchises, immunities, and interests of Subsidiary, and otherwise to carry out the purpose of this Agreement.

1.5 Effect on Capital Stock of Subsidiary. Subject to and upon the effectiveness of the Mergers each share of capital stock of Subsidiary issued and outstanding immediately prior to the Effective Time, all of which are held by the Parent, shall, by virtue of the Merger, be cancelled without consideration and cease to exist. Abandonment. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and abandoned by the board of directors of either the Company or Subsidiary, as the case may be, the shareholders, or Parent at any time prior to the Effective Time.

1.7 No Further Rights. From and after the Effective Time, no shares of capital stock of Subsidiary shall be deemed to be outstanding, and holders of certificates shall cease to have any rights with respect thereto, except as provided herein or by law.

SECTION 2. TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES.

2.1 **Transfer, Conveyance and Assumption.** At the Effective Time, the Surviving Company shall continue in existence as the surviving entity and, by virtue of the Merger succeed to and possess all of the rights, privileges and powers of Subsidiary, and all of the assets and property of whatever kind and character of Subsidiary shall vest in the Surviving Company without further act or deed; thereafter, the Surviving Company, as the surviving entity, shall be liable for all of the liabilities and obligations of Subsidiary, and any claim or judgment against Subsidiary may be enforced against the Surviving Company, as the surviving entity.

2.2 **Further Assurances.** If at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of Subsidiary, or otherwise to carry out the provisions hereof, the proper representatives of Subsidiary as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company, and otherwise to carry out the provisions hereof.

SECTION 3. MISCELLANEOUS.

3.1 **No Survival.** None of the covenants and other agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such covenants and other agreements, shall survive the Effective Time, except for this Section 3 and those covenants and agreements herein that by their terms apply or are to be performed in whole or in part after the Effective Time.

3.2 **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Sections and Articles refer to Sections and Articles of this Agreement unless otherwise stated. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," and words of like import, unless the context requires otherwise, refer to this Agreement (including the Schedules hereto). As used in this Agreement, the masculine, feminine and neuter genders shall be deemed to include the others if the context requires.

3.3 **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties shall negotiate in good faith to modify this Agreement and to preserve each party's anticipated benefits under this Agreement.

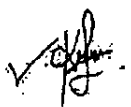
3.4 **Amendment.** This Agreement may not be amended or modified except by an instrument in writing approved by the parties to this Agreement and signed on behalf of each of the parties hereto.

3.5 **Waiver.** At any time prior to the Effective Date, any party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto or (b) waive compliance with any of the agreements of the other party or with any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit. Any such extension or waiver shall only be effective if made in writing and duly executed by the party giving such extension or waiver.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

PARENT:

DEI SALES, INC.

By: 
Name: Veyssel Gorker
Title: SVP & CFO

SUBSIDIARY:

POLK AUDIO, INC.

By: 
Name: Veyssel Gorker
Title: SVP & CFO

3.6 Miscellaneous. This Agreement (together with all other documents and instruments referred to herein): (a) constitutes the entire agreement, and supersedes all other prior agreements and undertakings, both written and oral, among the parties, with respect to the subject matter hereof; and (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assignable by either party hereto without the prior written consent of the other party hereto.

3.7 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile or email of a PDF, which facsimile or PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

3.8 Third Party Beneficiaries. Each party hereto intends that this Agreement, except as expressly provided herein, shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

3.9 Governing Law. This Agreement is governed by the internal laws of the State of Florida without regard to such State's principles of conflicts of laws that would defer to the substantive laws of another jurisdiction.

3.10 Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must, to the extent such courts will accept such jurisdiction, be brought against any of the parties in the courts of the State of Florida, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Florida, and each of the parties consents to the jurisdiction of those courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Nothing in this Section 3.10, however, affects the right of any party to serve legal process in any other manner permitted by law.

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