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MERGER OR SHARE EXCHANGE

Cory Packaging, Inc.

Certificate of Status	0
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Page Count	08
Estimated Charge	$113.75

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ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S.

FIRST: The name and jurisdiction of the **surviving** corporation is:

Name	Jurisdiction
Cory Packaging, Inc.	Delaware

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SECOND: The name and jurisdiction of each **merging** corporation is:

Name	Jurisdiction
1. Relm Pressure Sensitive Labels, Inc.	New York
2. JO DON Associates, Inc. (Florida Document/Registration Number: K11217)	Florida

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the shareholders of the surviving corporation on February 10, 2005.

SIXTH: The Plan of Merger was adopted by the shareholders of the merging corporations on February 10, 2005.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has caused these Articles of Merger to be signed by an authorized officer on the 10th day of February, 2005.

CORY PACKAGING, INC.

By: ______________________
Name: Joseph W. Madigan
Its: President

JO DON ASSOCIATES, INC.

By: ______________________
Name: Joseph W. Madigan
Its: President

RELM PRESSURE SENSITIVE LABELS, INC.

By: ______________________
Name: Joseph W. Madigan
Its: President

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section 607.1107, F.S., is being submitted in accordance with section 607.1108, F.S.

FIRST: The exact name and jurisdiction of each **merging** corporation are as follows:

JO DON, Associates, Inc., a Florida corporation ("Jo Don"), and Relm Pressure Sensitive Labels, Inc., a New York corporation ("Relm").

SECOND: The exact name and jurisdiction of the **surviving** corporation are as follows:

Cory Packaging, Inc., a corporation formed under the laws of the State of Delaware ("Cory"). Cory, JO DON and Relm are hereinafter sometimes collectively referred to as the "Constituent Corporations".

THIRD: The terms and conditions of the merger are as follows:

1.1 Agreement to Merge. In accordance with the terms and conditions of this Agreement, the laws of the State of Delaware ("Delaware law"), the laws of the State of Florida ("Florida law"), and the laws of the State of New York ("New York law"), JO DON and Relm shall be merged with and into Cory (the "Merger").

1.2 Articles of Merger. The President of each of the Constituent Corporations shall execute one or more Articles of Merger in the form necessary to effect the Merger (the "Certificates of Merger") and shall deliver the applicable Certificates of Merger to the appropriate office or department of the jurisdiction of its incorporation.

1.3 Capitalization of Cory. The authorized capital stock of Cory consists of 60,000 shares of common stock, of which 30,000 shares are Class A Voting Common Stock, $.01 par value, and 30,000 shares are Class B Non-Voting Common Stock, $.01 par value.

1.4 Capitalization of JO DON. The authorized capital stock of JO DON consists of 10,000 shares of common stock, par value $1.00 per share, each of which is entitled to vote ("JO DON Shares").

1.5 Capitalization of Relm: The authorized capital stock of Relm consists of 1,000 shares of common stock, par value $.01 per share, each of which is entitled to vote ("Relm Shares").

1.6 Effective Time. The Merger shall be effective immediately upon the filing of the applicable Certificate of Merger by the Department of State of the State of Florida (the "Effective Time"). The date during which the Effective Time occurs is referred to hereinafter as the "Effective Date".

1.7 Approvals. This Agreement shall be submitted to the Board of Directors and shareholders of JO DON in accordance with Florida law and, for the Merger to become effective, must be adopted and approved by JO DON's Board of Directors and a majority vote of the issued and outstanding JO DON Shares entitled to vote thereon. This Agreement shall be submitted to the Board of Directors and shareholders of Relm in accordance with New York law and, for the Merger to become effective, must be adopted and approved by Relm's Board of Directors and a majority vote of the issued and outstanding Relm Shares entitled to vote thereon.

ARTICLE II
EFFECTS OF THE MERGER

2.1 Surviving Corporation. Cory shall be the surviving corporation.

2.2 Merged Corporations. At the Effective Time, the separate existence of JO DON and Relm shall cease.

2.3 Transfer of Assets and Assumption of Liabilities. At the Effective Time, all of the stocks, bonds, cash, investments, real and personal (tangible or intangible) property rights, privileges, immunities, powers and all other assets whatsoever of JO DON and Relm shall vest in Cory without further act or deed. Thereafter, Cory shall be liable for all debts, obligations, liabilities and penalties of JO DON and Relm as though each such debt, obligation, liability or penalty had been originally incurred by Cory.

2.4 Conversion of Shares. At the Effective Time, each of the outstanding shares in JO DON (the "JO DON Shares") shall automatically, by operation of law and without any action by the holders thereof, be converted into the right to receive 33.75 fully paid and non-assessable shares of Class A Voting Common Stock, par value $.01 per share, of Cory (the "Cory-JO DON Shares"). At the Effective Time, each of the outstanding shares in Relm (the "Relm Shares") shall automatically, by operation of law and without any action by the holders thereof, be converted into the right to receive 3.01 fully paid and non-assessable shares of Class A Voting Common Stock, par value $.01 per share, of Cory (the "Cory-Relm Shares"). At the Effective Time, all JO DON Shares and Relm Shares shall cease to be outstanding and shall be canceled, each holder of a JO DON Share shall, by virtue of the Merger, cease to have any rights with respect to JO DON or the JO DON Shares (except for the right to receive the Cory-JO DON Shares) and each holder of a Relm Share shall, by virtue of the Merger, cease to have any rights with respect to Relm or the Relm Shares (except for the right to receive the Cory-Relm Shares).

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 By JO DON and Relm. Each of JO DON and Relm, severally, hereby makes the following representations and warranties to Cory as of the date hereof:

(a) Organization and Authorization. It is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; and

(b) Authority Relative to this Agreement. Subject to receipt of the approvals described in Sections 1.7 of this Agreement: (i) it has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) all actions necessary to be taken by it or on its behalf to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, have been duly and validly taken; and (iii) this Agreement has been duly and validly executed and delivered by it and, assuming due execution and delivery by Cory, constitutes a valid and binding agreement enforceable against them in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally as at the time in effect and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

3.2 By Cory. Cory hereby makes the following representations and warranties to JO DON and Relm as of the date hereof:

(a) Organization and Authorization. Cory is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; and

(b) Authority Relative to this Agreement. (i) Cory has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) all actions necessary to be taken by it or on its behalf to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, have been duly and validly taken; and (iii) this Agreement has been duly and validly executed and delivered by it and, assuming due execution and delivery by JO DON and Relm, constitutes a valid and binding agreement enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally as at the time in effect and by general principles of equity, regardless or whether such enforceability is considered in a proceeding in equity or at law.

ARTICLE IV
MISCELLANEOUS

4.1 Amendment. This Agreement may be amended only by a writing executed by all of the Constituent Corporations.

4.2 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any Constituent Corporation to comply with any obligation, covenant, agreement or condition herein may be waived by the Constituent Corporation entitled to the benefits thereof only by a written instrument signed by the Constituent Corporation granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.3 Assignment. This Agreement and all obligations and rights of the Constituent Corporations hereunder may not be assigned by any Constituent Corporation.

4.4 Governing Law. This Agreement shall be governed by Florida law without reference to its principles of conflicts of law that would require application of the laws of any other jurisdiction.

4.5 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Constituent Corporations and shall not in any way affect the meaning or interpretation of this Agreement. Article and Section references which do not otherwise specify, are to the designated Article or Section of this Agreement.

4.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. All provisions of this Agreement shall be enforced to the full extent permitted by law.

4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which, when taken together, shall constitute the entire agreement.

4.8 Entire Agreement. This Agreement, including the documents, schedules, certificates and instruments referred to herein, embody the entire agreement and understanding of the Constituent Corporations in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the Constituent Corporations with respect to such transactions.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned have caused this Plan of Merger to be executed as of the 10th day of February, 2005.

MERGING CORPORATION:

JO DON ASSOCIATES, INC.

By:____________________
Name: Joseph W. Madigan
Its: President

MERGING CORPORATION:

RELM PRESSURE SENSITIVE LABELS, INC.

By:____________________
Name: Joseph W. Madigan
Its: President

SURVIVING CORPORATION:

CORY PACKAGING, INC.

By:____________________
Name: Joseph W. Madigan
Its: President