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B. KOHR

MAY 19 2009

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 999169 4803290

AUTHORIZATION :

COST LIMIT : \$ 50.00

FILED
09 MAY 19 PM 3:35
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

ORDER DATE : May 19, 2009

ORDER TIME : 9:30 AM

ORDER NO. : 999169-010

CUSTOMER NO: 4803290

ARTICLES OF MERGER

CLICKMASH TECHNOLOGIES, LLC

INTO

CLICKMASH DELAWARE LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Kimberly Moret

EXAMINER'S INITIALS: _____

FILED
09 MAY 19 PM 3:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Clickmash Technologies, LLC	FL	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Clickmash Delaware LLC	DE	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Clickmash Delaware LLC

904 Green Place

Woodmere, NY 11598

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: Clickmash Delaware LLC

904 Green Place

Woodmere, NY 11598

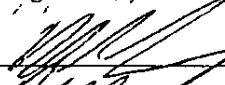
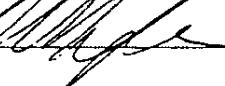
Mailing address: Clickmash Delaware LLC

904 Green Place

Woodmere, NY 11598

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Clickmash Delaware LLC		Michael Langer
Clickmash Technologies, LLC		Michael Langer

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Clickmash Technologies, LLC	FL	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Clickmash Delaware LLC	DE	LLC

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

See attached.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See attached.

(Attach additional sheet if necessary)

MERGER AGREEMENT

This MERGER AGREEMENT (this "Agreement"), dated May 15, 2009, is between CLICKMASH TECHNOLOGIES, LLC, a Florida limited liability company ("Parent"), and CLICKMASH DELAWARE LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Merger Sub").

RECITALS

Parent desires to merge with and into Merger Sub, with Merger Sub continuing as the surviving entity in such merger under the name ClickMash Technologies, LLC, upon the terms and subject to the conditions herein set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 THE MERGER

1.1 Merger. At the Effective Time (as defined below), Parent will merge with and into Merger Sub in accordance with the Limited Liability Company Act of the State of Florida (the "FLLCA") and the Limited Liability Company Act of the State of Delaware (the "DLLCA"; that merger, the "Merger"), and the separate existence of Parent will thereupon cease and Merger Sub will be the surviving entity in the Merger (the "Surviving Entity") and will continue its existence under the laws of the State of Delaware.

1.2 Effective Time. The Merger will become effective (the "Effective Time") upon the later of (i) a filing of a Certificate of Merger attached as Exhibit A hereto with the Secretary of State of the State of Florida pursuant to Section 608.438 of the FLLCA and (ii) a filing of a Certificate of Merger attached as Exhibit B hereto with the Secretary of the State of Delaware pursuant to Section 18-209 of the DLLCA.

1.3 Effects of the Merger. At the Effective Time, the Merger will have the effects specified in the FLLCA, the DLLCA and this Agreement.

1.4 Surviving Entity Name. At the Effective Time (a) the name of the Surviving Entity will be changed from "Clickmash Delaware LLC" to "Clickmash Technologies, LLC" and (b) the limited liability company agreement of the Surviving Entity shall be amended and restated in its entirety in the form attached as Exhibit C hereto (the "LLC Agreement").

1.5 Submission for Approval to Parent and Merger Sub. This Agreement and the transactions related hereto have been submitted to the members of Parent for approval in the manner provided by the FLLCA by means of unanimous consent and to the sole member of Merger Sub for approval in the manner provided by the DLLCA by means of written consent of the sole member.

ARTICLE 2 MEMBERSHIP INTERESTS

2.1 Cancellation and Issuance. At the Effective Time, all membership interests of Parent issued and outstanding as of the Effective Time shall be canceled without any consideration being issued or paid therefore and no additional membership interests of Parent shall be issued. After the Effective Time, holders of membership interests in Parent shall surrender such membership interests to the Surviving Entity, or its duly appointed agent, in such manner as the Surviving Entity shall legally require and shall thereupon receive membership interests in the Surviving Entity as set forth in the LLC Agreement in the same proportions as held immediately prior to the Effective Time.

ARTICLE 3 MISCELLANEOUS

3.1 Amendment. This Agreement may be amended, in whole or in part, at any time prior to the Effective Time with the mutual consent of Merger Sub and Parent.

3.2 Necessary Actions, etc. If at any time after the Effective Time the Surviving Entity considers that any assignments, transfers, deeds, or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Entity title to any property or rights of Parent, Parent and its officers and members at the Effective Time shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Entity, and the officers and members of the Surviving Entity are fully authorized in the name of Parent or otherwise to take any and all such action.

3.3 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered to be an original instrument.

3.4 Governing Law. This Agreement is governed by the laws of the State of Delaware.

3.5 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties are executing this Merger Agreement on the date stated in the introductory clause.

CLICKMASH TECHNOLOGIES, LLC

By: _____
Name: Michael Langer
Title: Managing Member

CLICKMASH DELAWARE LLC

By: Clickmash Technologies, LLC,
Its Sole Member

By: _____
Name: Michael Langer
Title: Managing Member

Exhibit A
Florida Certificate of Merger

See Attached

Exhibit B
Delaware Certificate of Merger

See Attached

Exhibit C
Amended and Restated LLC Agreement

See Attached