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Tallahassee, Florida 32304  
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P00000050333

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8157797875U

October 3, 2000

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

DESKTOP CORPORATION INTO DESKTOP MEDIA GROUP, INC.

Filing Evidence

☐ Plain/Confirmation Copy

☒ Certified Copy

Retrieval Request

☐ Photocopy

☐ Certified Copy

Type of Document

☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include  
Articles & Amendments

☐ Certificate of Fictitious Name

☐

FILED  
OCT -3 PM 4:57  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

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-10/04/00--01015--001  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

G. COULLETTE OCT 04 2000

Rush Request.

ARTICLES OF MERGER  
▪ Merger Sheet

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MERGING:

DESKTOP CORPORATION, a Texas corporation not qualified

INTO

**DESKTOP MEDIA GROUP, INC.**, a Florida entity, P00000050333

File date: October 3, 2000

Corporate Specialist: Cheryl Coulliette

**STATE OF FLORIDA  
ARTICLES OF MERGER OF  
DESKTOP CORPORATION**  
a Texas corporation

**INTO**

**DESKTOP MEDIA GROUP, INC.**  
a Florida corporation

FILED  
00 OCT -3 PM 4:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Florida Statutes §607.1104 and §607.1107, the undersigned corporations adopt the following Articles of Merger:

**FIRST:** The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors of Desktop Media Group, Inc., a Florida corporation ("Parent"), as of the 5<sup>th</sup> day of September, 2000. The approvals of the Board of Directors and sole shareholder of Desktop Corporation, a Texas corporation ("Subsidiary"), and sole shareholder of Parent are not required.

**SECOND:** The Effective Date of these Articles of Merger shall be the date and time filed with the Florida Secretary of State in accordance with Florida Statutes Chapter 607.

**THIRD:** At the Effective Date the following actions will occur in accordance with the Plan of Merger:

- a. The Subsidiary shall be merged with and into the Parent (hereinafter, the "Merger").
- b. The Articles of Incorporation of the Parent as in effect immediately prior to the Effective Date shall thereafter continue in full force and effect as the Articles of Incorporation of Parent until altered or amended as provided therein or by law.
- c. The currently issued and outstanding shares of common stock of Parent owned by its sole shareholder immediately prior to the Merger shall remain as the issued and outstanding common stock of Parent after the Merger.
- d. Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.
- e. The address of the principal office of Parent is 12505 Starkey Road, Suite A, Largo, Florida 33773.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 5 day of September, 2000.

PARENT CORPORATION:

DESKTOP MEDIA GROUP, INC.

By: [Signature]  
William L. LaGamba, Chief Executive Officer

SUBSIDIARY CORPORATION:

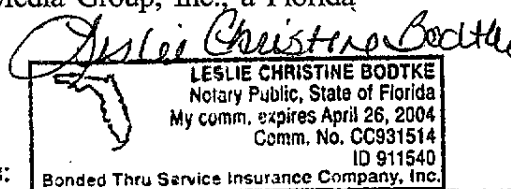
DESKTOP CORPORATION

By: [Signature]  
William L. LaGamba, Chief Executive Officer

STATE OF Florida )  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 5 day of September 2000, by William L. LaGamba, who is known to me, or who provided \_\_\_\_\_ as identification, and who did take an oath, as Chief Executive Officer of Desktop Media Group, Inc., a Florida corporation, on behalf of said corporation.

Notary Public  
Print Name:  
My Commission Expires:



STATE OF Florida )  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 5 day of September 2000, by William L. LaGamba, who is known to me, or who provided \_\_\_\_\_ as identification, and who did take an oath, as Chief Executive Officer of Desktop Media Group, Inc., a Florida corporation, on behalf of said corporation.

Notary Public  
Print Name:  
My Commission Expires:



## **EXHIBIT A**

### **PLAN OF MERGER**

THIS PLAN OF MERGER, made and entered into as of this 5<sup>th</sup> day of September, 2000, by and between Desktop Media Group, Inc., a Florida corporation ("Parent"), and Desktop Corporation, a Texas corporation ("Subsidiary").

#### **WITNESSETH:**

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (hereinafter called the "Merger"), and Parent's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein.

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

WHEREAS, the Board of Directors of Parent has determined that it is advisable and in the best interests of Parent that Subsidiary be merged into Parent, on the terms and conditions set forth herein and in accordance with §607.1104 and §607.1107 of the Florida Business Corporation Act and §5.16 of the Texas Business Corporation Act.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

#### **ARTICLE I**

##### **THE MERGER**

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.

2. On the Effective Date, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger

becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary shall thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

## **ARTICLE II**

### **EFFECTS OF THE MERGER**

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Act.

## **ARTICLE III**

### **TERMS OF THE TRANSACTION; CONVERSION OF SHARES**

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

## **ARTICLE IV**

### **APPROVAL**

This Plan of Merger was adopted by the Board of Directors of Parent. The approvals of the Board of Directors and sole shareholder of Subsidiary and sole shareholder of Parent are not required.

## **ARTICLE V**

### **ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation of Parent until the same shall be altered, amended or repealed.

## **ARTICLE VI**

### **BOARD OF DIRECTORS, OFFICERS AND SHAREHOLDERS**

The Board of Directors, officers and sole shareholder of Parent immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the

directors, officers and sole shareholder of Parent until the directors' and officers' successors are elected and qualified or the sole shareholder transfers its ownership in Parent.

## **ARTICLE VII**

### **ASSIGNMENT**

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

## **ARTICLE VIII**

### **EXPENSES**

Parent shall pay all expenses of accomplishing the Merger.

## **ARTICLE IX**

### **AMENDMENT**

At any time before the filing of the Articles of Merger with the Secretary of State of Florida and Texas to be filed in connection with this Plan, the directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

## **ARTICLE X**

### **TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents, or shareholders.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subsidiary and Parent have signed this Agreement under their corporate seals the day and year first above written.

PARENT CORPORATION:

DESKTOP MEDIA GROUP, INC.

By: William L. LaGamba  
William L. LaGamba, Chief Executive Officer

SUBSIDIARY CORPORATION:

DESKTOP CORPORATION

By: William L. LaGamba  
William L. LaGamba, Chief Executive Officer