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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

ALLEGRO MULTIMEDIA, INC.

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CERTIFICATE OF MERGER**MERGING**

ALLEGRO MULTIMEDIA, INC.
(a Florida corporation)

WITH AND INTO

ALLEGRO MULTIMEDIA, INC.
(a Delaware corporation)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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APPROVED
AND
FILED

ALLEGRO MULTIMEDIA, INC., a Florida corporation (the "Company"), which desires to effect the merger of the Company with and into ALLEGRO MULTIMEDIA, INC., a Delaware corporation (the "Surviving Corporation") (the "Merger"), does hereby certify as follows:

1. That the name and state of incorporation or organization, the dates of filing of the articles of organization or certificate of incorporation, and the names under which they were formed (where applicable) of each of the constituent organizations are:

(a) The Articles of Incorporation for the Company were filed with the Secretary of State of Florida on August 9, 2001; and

(b) The Certificate of Incorporation for the Surviving Corporation was filed with the Secretary of State of the State of Delaware on February 6, 2007.

2. That an Agreement and Plan of Merger dated February 28, 2007 between the Company and the Surviving Corporation (the "Merger Agreement") has been approved, adopted, certified, executed, and acknowledged by each of the Company and the Surviving Corporation as of January 31, 2007 and by the Company's shareholders on March 13, 2007, in accordance with each entity's articles or certificate of incorporation, Section 607.1101 of the Florida Business Corporation Act ("FBCA") and Section 252(c) of the General Corporation Law of the State of Delaware ("DGCL").

3. That the name of the surviving business entity shall be ALLEGRO MULTIMEDIA, INC.

4. That the Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation.

5. That this Certificate of Merger shall be effective upon its filing date in accordance with the provisions of the FBCA and the DGCL.

6. That the Surviving Corporation agrees that it will promptly pay to the shareholders of the Company the amount, if any, to which they shall be entitled under the provisions of the FBCA, relating to the right of shareholders to receive payment for their shares.

7. That an executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

ALLEGRO MULTIMEDIA, INC.
7367 Glacier View
Longmont, Colorado 80503

8. That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request, and without cost, to any shareholder, owner, or member of the Surviving Corporation or the Company.

9. That an executed copy of the Merger Agreement is attached hereto as Exhibit A.

(Signatures on following page.)

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IN WITNESS WHEREOF, the undersigned affirms, under penalties of perjury, that this Certificate of Merger is the act and deed of the Company and the Surviving Corporation and that all facts stated herein are true. This Certificate shall be signed on behalf of each constituent entity and delivered to the Department of State.

March 14, 2007


ALLEGRO MULTIMEDIA, INC.,
a Florida corporation

By:


Name: Ruth Ann Kraemer
Title: Chief Financial Officer

ALLEGRO MULTIMEDIA, INC.,
a Delaware corporation

By:


Name: Ruth Ann Kraemer
Title: Chief Financial Officer

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EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated this 28th day of February, 2007 by and between Allegro Multimedia, Inc., a Florida corporation ("Allegro Florida") and Allegro Multimedia, Inc., a Delaware corporation ("Allegro Delaware") and, collectively with Allegro Florida, the "Constituent Companies".

WHEREAS, each of the Constituent Companies desires to merge into a single company.

NOW, THEREFORE, the companies party to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree as follows:

1. The Constituent Companies. The parties respectively acknowledge and confirm as follows:

(a) The name of each Constituent Company is as follows:

(i) Allegro Multimedia, Inc., a corporation organized and existing under the laws of the State of Florida.

(ii) Allegro Multimedia, Inc., a corporation organized and existing under the laws of the State of Delaware.

(b) The name of the Surviving Corporation (as defined below) is, and following the Merger (as defined below) will be, Allegro Multimedia, Inc.

(c) The designation and number of outstanding shares of stock of each class and series of each Constituent Company is as follows:

| <u>Name of Constituent Company</u> | <u>Designation of Shares</u> | <u>Authorized Shares</u> | <u>Outstanding Shares</u> |
|------------------------------------|---|--------------------------|---------------------------|
| Allegro Florida | Common Stock, par value \$0.0001 per share | 10,000,000 | 9,857,103 |
| | "Blank Check" Preferred Stock, par value \$0.0001 per share | 1,700,000 | None |
| | Series A Preferred Stock, par value \$0.0001 per share | 1,500,000 | 494,000 |
| | Series B Preferred Stock, par value \$0.0001 per share | 1,800,000 | 1,466,250 |

| | | | |
|------------------|--|------------|------|
| Allegro Delaware | Common Stock, par value \$0.0001 per share | 30,000,000 | None |
| | "Blank Check" Preferred Stock, par value \$0.0001 per share | 6,700,000 | None |
| | Series A Preferred Stock, par value \$0.0001 per share | 1,500,000 | None |
| | Series B Preferred Stock, par value \$0.0001 per share | 1,800,000 | None |

(d) The holders of Common Stock, Series A Preferred Stock and Series B Preferred Stock of Allegro Florida are entitled to vote as respective classes to approve the Merger, and are entitled to one vote for each share of Common Stock, Series A Preferred Stock and Series B Preferred Stock held.

(e) The number of authorized and outstanding shares of stock of the constituent companies is not subject to change prior to the Effective Time (as defined below).

2. The Merger. Subject to the terms and conditions set forth in this Agreement and Plan of Merger and in accordance with Section 252 of the Delaware General Corporation Law (the "DGCL") and Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), at the Effective Time, Allegro Florida (the "Merged Company") shall merge with and into Allegro Delaware (the "Merger") and the separate corporate existence of the Merged Company shall thereupon cease, and Allegro Delaware shall be the surviving corporation (the "Surviving Corporation").

3. Succession. On the Effective Time, the Surviving Corporation shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Merged Company in the manner of and as more fully set forth in Section 259 of the DGCL. Without limiting the foregoing, upon the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Merged Company shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Merged Company and the Surviving Corporation shall be as effectively the property of the Surviving Corporation as they were of the Merged Company and the Surviving Corporation, respectively. All rights of creditors of the Merged Company and all liens upon any property of the Merged Company shall be preserved and unimpaired, and all debts, liabilities and duties of the Merged Company shall attach to the Surviving Corporation as though it had been the party thereto in lieu of the Merged Company and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

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4. Certificate of Merger. Effective Time. The parties shall cause the Merger to be consummated by filing a certificate of merger, in such form as is required by the relevant provisions of the DGCL and the FBCA, with the Secretary of State of the State of Delaware (the "Delaware Certificate") and the Secretary of State of the State of Florida (the "Florida Certificate"). The Merger shall become effective upon the later of the filing and acceptance of the Delaware Certificate and the Florida Certificate (the "Effective Time").

5. Certificate of Incorporation and Bylaws of the Surviving Corporation. The Certificate of Incorporation and the Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Certificate of Incorporation and Bylaws of the Surviving Corporation, until thereafter amended and in accordance with the applicable laws and respective terms thereof.

6. Conversion of Capital Stock. At the Effective Time, (i) each share of Common Stock of the Merged Company issued and outstanding immediately prior to the Effective Time ("Merged Company Common Stock") shall, by virtue of the Merger, and without any action on the part of the Merged Company, the Surviving Corporation, or the holders thereof, automatically cease to exist, and shall be automatically cancelled and converted into the right to receive one share of Common Stock, par value \$0.0001 per share, of the Surviving Corporation ("Surviving Corporation Common Stock"); (ii) each share of Series A Preferred Stock of the Merged Company issued and outstanding immediately prior to the Effective Time ("Merged Company Series A Stock") shall, by virtue of the Merger, and without any action on the part of the Merged Company, the Surviving Corporation, or the holders thereof, automatically cease to exist, and shall be automatically cancelled and converted into the right to receive one share of Series A Preferred Stock, par value \$0.0001 per share, of the Surviving Corporation ("Surviving Corporation Series A Stock"); (iii) each share of Series B Preferred Stock of the Merged Company issued and outstanding in accordance with the stockholder ledger of the Merged Company immediately prior to the Effective Time ("Merged Company Series B Stock," and together with the Merged Company Common Stock and the Merged Company Series A Stock, the "Merged Company Stock") shall, by virtue of the Merger, and without any action on the part of the Merged Company, the Surviving Corporation, or the holders thereof, automatically cease to exist, and shall be automatically cancelled and converted into the right to receive one share of Series B Preferred Stock, par value \$0.0001 per share, of the Surviving Corporation ("Surviving Corporation Series B Stock," and together with the Surviving Corporation Common Stock and the Surviving Corporation Series A Stock, the "Surviving Corporation Stock") and (iv) each certificate evidencing ownership of Merged Company Stock shall evidence ownership of a number of shares of Surviving Corporation Stock determined in accordance with the prior clauses of this Section 6.

7. Exchange of Certificates. Promptly following the Effective Time, each holder of a certificate representing Merged Company Stock shall surrender the same to the Surviving Corporation and, upon such surrender, the Surviving Corporation shall issue to each such holder, one or more stock certificate(s) representing the number of shares of Surviving Corporation Stock that the holder thereof is entitled to receive pursuant to Section 6 of this Agreement and Plan of Merger. Until so surrendered, each of such certificates shall be treated by the Surviving Corporation for all corporate purposes as evidencing ownership of the number of shares of Surviving Corporation Stock that the holder thereof is entitled to receive, upon surrender thereof, pursuant to Section 6 of this Agreement and Plan of Merger. Promptly following the Effective Time, the Surviving Corporation shall issue to each holder of Merged Company Stock that is not

represented by an outstanding stock certificate, one or more stock certificate(s) representing the number of shares of Surviving Corporation Stock that the holder thereof is entitled to receive pursuant to this Agreement and Plan of Merger.

8. Dissenters' Rights. Holders of shares of Merged Company Stock who have complied with all the requirements for perfecting dissenters' rights, as required under Sections 607.1321-1323 of the FBCA, shall be entitled to their rights under Florida law with respect to such shares (the "Dissenting Shares"). Notwithstanding the foregoing, if any holder of Dissenting Shares shall effectively withdraw or lose (through failure to perfect or otherwise) the right to dissent, then, as of the later of the Effective Time and the occurrence of such event, such holder's shares shall automatically be converted into and represent only the right to receive the shares of Surviving Corporation Stock to which such holder is then entitled under Section 6 of this Agreement and applicable Florida Law, without interest thereon and upon surrender of the certificate representing such shares. Notwithstanding any provision of this Agreement and Plan of Merger to the contrary, any Dissenting Shares held by a shareholder who has perfected dissenter's rights for such shares in accordance with Florida Law shall not be converted into Surviving Corporation Stock pursuant to Section 6 of this Agreement.

9. Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall, from and after the Effective Time, continue in office as the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected or appointed and qualified, or until their earlier death, resignation, or removal in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

10. Tax Treatment. The Constituent Companies hereto contemplate and intend that this transaction qualify as part of an income tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986 and that this Agreement constitute a plan of reorganization as defined in Treasury Regulation Section 1.368, and agree to report such transaction accordingly for federal, state and local income tax purposes.

11. Termination; Amendment. Anything herein to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors or the Members of the Constituent Companies, as the case may be, at any time prior to the Effective Time. This Agreement and Plan of Merger may be amended by the Board of Directors and the Members, as the case may be, of the Constituent Companies at any time prior to the Effective Time; provided that an amendment made subsequent to the adoption of this Agreement and Plan of Merger by the holders, if any, of the equity of either of the Constituent Companies shall not (i) alter or change the amount or kind of shares or rights to be received in exchange for or upon conversion of the shares of capital equity of such Constituent Company, (ii) alter or change any provision of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the rights of the holders of capital of such Constituent Company.

12. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the Merged Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or

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perfect in or to confirm of record or otherwise in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merged Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

13. Governing Law. This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.

14. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

Allegro Multimedia, Inc., a Florida corporation



By: _____
Name: Chris Salter
Title: Chief Executive Officer

Allegro Multimedia, Inc., a Delaware corporation



By: _____
Name: Chris Salter
Title: Chief Executive Officer