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MERGER OR SHARE EXCHANGE
Technology Marketing Team, Inc.

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EXAMINER

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SECRETARY OF STATE
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ARTICLES OF MERGER

of

Technology Marketing Team, Inc., a Florida corporation

with and into

Technology Marketing Team, Inc., an Ohio corporation**ARTICLE I**

The Agreement and Plan of Merger is attached hereto and incorporated herein by reference.

ARTICLE II

The effective date of the Merger is 11:59 p.m. on March 4, 2011.

ARTICLE III

Technology Marketing Team, Inc., a Florida corporation, approved the terms of the Agreement and Plan of Merger by its sole director and sole shareholder in written consent actions each dated February 10, 2011.

ARTICLE IV

Technology Marketing Team, Inc., an Ohio corporation (the "Surviving Corporation"), approved the Agreement and Plan of Merger by its sole director and sole shareholder in written consent actions each dated February 10, 2011.

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ARTICLE V


The Surviving Corporation's principal office address in its state of incorporation is 3942 White Oak Trail, Orange, OH 44122.

ARTICLE VI

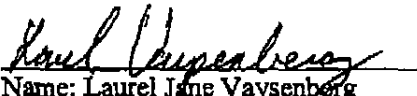
The Surviving Corporation (a) appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the merger and (b) agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, Florida Statutes.

Date: February 11, 2011

TECHNOLOGY MARKETING TEAM, INC.,
Florida corporation


Name: Laurel Jane Vaysenberg
Its: President

TECHNOLOGY MARKETING TEAM, INC.,
Ohio corporation


Name: Laurel Jane Vaysenberg
Its: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of the 10th day of February, 2011, between Technology Marketing Team, Inc., an Ohio corporation (the "Surviving Corporation") and Technology Marketing Team, Inc., a Florida corporation (the "Non-Surviving Corporation," and, together with the Surviving Corporation, collectively referred to herein as the "Constituent Corporations"), is to evidence the following agreement and understandings:

WITNESSETH:

WHEREAS, each of the constituent corporations has the same sole stockholder and sole director and such individual has determined that it is in the best interests of the Constituent Corporations that the Non-Surviving Corporation merge with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Ohio and has adequate corporate power to conduct its business as it is presently conducted. The authorized capital stock of the Surviving Corporation consists of Fifteen Hundred (1,500) shares of common stock, without par value, per share, of which One Hundred (100) shares are currently issued and outstanding (the "Surviving Corporation Stock") owned by a single shareholder (the "Shareholder"). All outstanding shares of the Surviving Corporation Stock are duly authorized, validly issued and outstanding, fully paid and nonassessable;

WHEREAS, the Non-Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida and has adequate corporate power to conduct its business as it is presently conducted. The authorized capital stock of the Non-Surviving Corporation consists of One Hundred (100) shares of common stock, of which One Hundred (100) shares (the "non-Surviving Corporation Stock") are issued and outstanding, and are owned by the same Shareholder as owns all of the stock of the Surviving Corporation. All outstanding shares of the Non-Surviving Corporation are duly authorized, validly issued and outstanding, fully paid and non-assessable;

WHEREAS, the parties intend that this transaction qualify as a "reorganization" within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Constituent Corporations, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: On March 4, 2011 (the "Effective Date"), at 11.59 p.m., the Surviving Corporation hereby merges into itself the Non-Surviving Corporation and said Non-Surviving Corporation shall be and hereby merged into the Surviving Corporation, the separate corporate

existence of the Non-Surviving Corporation will cease, and the Surviving Corporation will continue as the Surviving Corporation.

SECOND: The name of the Surviving Corporation shall remain unchanged.

THIRD: The Articles of Incorporation of the Surviving Corporation shall remain unchanged.

FOURTH:

(a) By virtue of the Merger, on the Effective Date, each then issued and outstanding share of the Non-Surviving Corporation Stock will be converted into one share of common stock, without par value, of the Surviving Corporation and shall thereafter constitute all of the issued and outstanding shares of the Surviving Corporation, all of which shares shall be owned by Shareholder.

(b) By virtue of the Merger, on the Effective Date, each then issued and outstanding share of the Surviving Corporation Stock shall remain an issued and outstanding share of the Surviving Corporation.

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

(a) The Code of Regulations of the Surviving Corporation as they shall exist on the Effective Date shall be and remain the Code of Regulations of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

(b) The sole director and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on the Effective Date.

(d) On the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Non-Surviving Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Non-Surviving Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Non-Surviving Corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise-to carry out the intent and purposes hereof and the proper officers and directors of the Non-Surviving

Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Non-Surviving Corporation or otherwise to take any and all such action.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the sole Director of either of the Constituent Corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Director of the Constituent Corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any of the Constituent Corporations shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations; (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation; or (3) alter or any of the terms and conditions of this Agreement.

SEVENTH: This Agreement has been duly adopted by Written Consent of the sole shareholder and sole director of each of the Constituent Corporations pursuant to the respective laws of the State of Ohio and State of Florida.

EIGHTH: This Agreement is governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the sole shareholder and Director of each of the Constituent Corporations, have caused these presents to be executed by an authorized officer of each Constituent Corporation as the respective act, deed and agreement of each of the Constituent Corporations on this 10th day of February, 2011.

TECHNOLOGY MARKETING TEAM, INC.
a Florida corporation

TECHNOLOGY MARKETING TEAM, INC.
an Ohio corporation

By: Laurel Vaysenberg
Laurel Jane Vaysenberg,
President

By: Laurel Vaysenberg
Laurel Jane Vaysenberg,
President