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Division of Corporations

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MERGER OR SHARE EXCHANGE
Cahaba Pharmaceuticals, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$70.00

8/24/2010

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**
(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Cahaba Pharmaceuticals, Inc.</u>	<u>Nevada</u>	<u>20100623977-37</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>MIB Digital, Inc.</u>	<u>Florida</u>	<u>P09000079430</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

OR _____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on August 23, 2010

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on August 23, 2010 by _____ written consent pursuant to §704 of the FL Business Corporation Act

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Typed or Printed Name of Individual & Title

Boyle

Barrett S. DiPaolo, President
and Sole Director

MIB Digital, Inc.

James Hyde

Scott Hughes, President
and Sole Director

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of August 23, 2010, by and between MIB DIGITAL, INC., a Florida corporation ("MIB"), and CAHABA PHARMACEUTICALS, INC., a Nevada corporation ("Cahaba"). MIB and Cahaba are sometimes referred to as the "Constituent Corporations."

A. The authorized capital stock of MIB consists of two-hundred and fifty million (250,000,000) shares of common stock, par value \$ 0.001 per share. The authorized capital stock of Cahaba consists of three-hundred and ten million (310,000,000) shares, of which three-hundred million (300,000,000) shares are common stock, \$0.001 par value, and ten million (10,000,000) shares are preferred stock, \$0.001 par value.

B. The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that MIB merge into Cahaba upon the terms and conditions herein provided.

NOW, THEREFORE, for one dollar and other good and valuable consideration mutually exchanged, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that MIB shall merge into Cahaba on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS.

1.1 Merger. MIB shall be merged with and into Cahaba (the "Merger"), and Cahaba shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement is filed with the Nevada Secretary of State (the "Effective Date").

1.2 Succession. On the Effective Date, Cahaba shall continue its corporate existence under the laws of the State of Nevada, and the separate existence and corporate organization of MIB, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified

with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Common Stock of MIB and Cahaba. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each one (1) share of common stock of MIB issued and outstanding immediately prior thereto shall be converted into eight and one-third (8 1/3) shares of fully paid and nonassessable shares of common stock of Cahaba, and (ii) each share of common stock of MIB issued and outstanding immediately prior thereto shall be cancelled.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of MIB shall be deemed for all purposes to evidence ownership of and to represent the shares of Cahaba into which such shares of MIB represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Cahaba evidenced by such outstanding certificate as above provided.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of Cahaba in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation.

2.2 Directors. The directors of MIB immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of MIB immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS.

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of MIB 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 perfect in or to conform 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 MIB and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of MIB or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the shareholders of MIB, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger

Agreement by a majority of the shareholders of MIB, the principal terms may not be amended without the further approval of the shareholders of MIB) as may be determined in the judgment of the respective Board of Directors of Cahaba and MIB to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of MIB in accordance with applicable provisions of the Florida Business Corporation Act; and

(b) MIB, as sole stockholder of Cahaba, shall have approved the Merger in accordance with the General Corporation Law of the State of Nevada; and

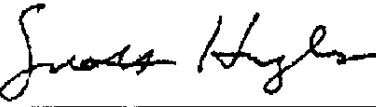
(c) any and all consents, permits, authorizations, approvals, and orders deemed to be material to consummation of the Merger by the Boards of Directors of MIB and Cahaba shall have been obtained.

3.4 Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either MIB or Cahaba or both, notwithstanding the approval of this Merger Agreement by the shareholders of MIB or Cahaba, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of MIB and Cahaba, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto.

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

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of MIB and Cahaba, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

MIB DIGITAL, INC.
(a Florida corporation)

By: 
Scott Hughes, President

CAHABA PHARMACEUTICALS, INC.
(a Nevada corporation)

By: 
Barrett S. DiPaolo, President