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097000108351

August 5, 2002

Secretary of State
Bureau of Corporate Records
Attention: Corporations Division
Post Office Box 6327
Tallahassee, Florida 32314

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-08/07/02--01056--022
*****70.00 *****70.00

Re: Articles of Merger Merging SASPAG, Inc. With and Into Action
Label Company, Inc.
Effective Date: August 1, 2002

Dear Sir or Madam:

In connection with the merger of the above corporations, I have enclosed the following:

1. An original and copy of the Articles of Merger Merging SASPAG, Inc. With and Into Action Label Company, Inc. The signed Agreement and Plan of Merger is attached to the Articles of Merger.
2. A check in the amount of \$70.00 payable to the Department of State to cover the filing fee.

Please endorse your approval of the Articles of Merger on the additional signed copy of the Articles of Merger and return the docketed copy to me.

Please contact me if you have any questions or need additional information.

Sincerely,

Jeffrey M. Koltun

JMK:rw

Enclosures

cc: Mr. Richard H. Jay

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

02 AUG -7 PM 4:21

FILED

Kim Tackett
gave authority
to print name
& title
8/14 ac

ac 8/14
merger

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SASPAG, INC. A FLORIDA CORP # P00000017755

INTO

ACTION LABEL COMPANY, INC., a Florida entity, P97000108351.

File date: August 7, 2002

Corporate Specialist: Anna Chesnut

**ARTICLES OF MERGER
MERGING SASPAG, INC.
WITH AND INTO ACTION LABEL COMPANY, INC.**

Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned, on behalf of the corporations listed below, hereby adopt the following Articles of Merger on June 28, 2002:

ARTICLE I - PLAN OF MERGER


The Agreement and Plan of Merger merging SASPAG, Inc., a Florida corporation, with and into Action Label Company, Inc., a Florida corporation, with Action Label Company, Inc. being the surviving corporation, is attached to these Articles of Merger as Exhibit "A".

ARTICLE II - EFFECTIVE DATE OF MERGER


The effective date of the merger of SASPAG, Inc. with and into Action Label Company, Inc. shall be August 1, 2002.

ARTICLE III - ADOPTION OF PLAN OF MERGER

The Agreement and Plan of Merger was approved by the shareholders and directors of SASPAG, Inc. by unanimous written consents dated June 28, 2002. The Agreement and Plan of Merger was approved by the shareholders and directors of Action Label Company, Inc. by unanimous written consents dated June 28, 2002.



Attest: Vice President
Scott Miller



Attest: Vice President
Scott Miller

SASPAG, INC.

By: 

OSCAR SOTO
President

ACTION LABEL COMPANY, INC.

By: 

OSCAR SOTO
President

02 AUG - 7 PM 4: 21
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into June 28, 2002, by and between ACTION LABEL COMPANY, INC., a Florida corporation ("Label"), and SASPAG, INC., a Florida corporation ("SASPAG").

WHEREAS, pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act, Label and SASPAG will enter into a transaction in which SASPAG will merge with and into Label (the "Merger"); and

WHEREAS, the Board of Directors of SASPAG has determined that the Merger is consistent with and in furtherance of the long term business strategy of SASPAG and is fair to, and in the best interests of, SASPAG and the holders of the common stock of SASPAG, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and the Merger by the shareholders of SASPAG; and

WHEREAS, the Board of Directors of Label has determined that the Merger is consistent with and in furtherance of the long term business strategy of Label and is fair to, and in the best interests of, Label and the holders of the common stock of Label, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and Merger by the shareholders of Label; and

WHEREAS, for Federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties hereby agree as follows:

1. Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act, SASPAG shall be merged with and into Label. As a result of the Merger, the separate corporate existence of SASPAG shall cease and Label shall continue as the surviving corporation following the Merger.

2. Effective Date of Merger. The effective date of the Merger shall be August 1, 2002. As soon as practical following the execution of the Agreement, and approval of the Agreement by the shareholders of SASPAG and Label, the parties shall cause Articles of Merger to be filed with the Secretary of State of the State of Florida.

3. Effect of Merger. Upon the effective date of the Merger as set forth in paragraph 2 above, the following shall occur by operation of law:

(a) SASPAG shall merge into Label and the separate existence of SASPAG shall cease, and Label shall be the surviving corporation.

(b) The title to all property, or any interest therein, owned by SASPAG and Label shall be vested in Label as the surviving corporation, without reversion or impairment. Neither the rights of creditors nor any liens upon the property of SASPAG or Label shall be impaired by the Merger.

(c) Label, as the surviving corporation, shall, from the effective date of the Merger, be responsible and liable for all the liabilities and obligations of SASPAG.

(d) Any existing claim, action, or proceeding pending by or against SASPAG or Label may be continued as if the Merger did not occur, or Label, as the surviving corporation, may be substituted in the proceeding for and on behalf of SASPAG.

(e) The shares of stock of SASPAG shall be converted into shares of stock of Label, and the former holders of the shares of stock of SASPAG are entitled only to the rights provided in the Articles of Merger or to their rights under Section 607.1302 of the *Florida Statutes*.

4. Conversion of Shares. The manner and basis of converting the shares of stock of SASPAG into shares of stock of Label are as follows:

(a) As of the effective date of the Merger as set forth in paragraph 2 above, each share of common stock of Label issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unchanged as a result of the Merger.

(b) As of the effective date of the Merger as set forth in paragraph 2 above, each share of common stock, One Dollar (\$1.00) par value, of SASPAG, which is issued and outstanding, shall be converted into One Tenth (.1) shares of common stock of Label. The total consideration that the shareholders of SASPAG shall receive for the One Thousand (1,000) shares of outstanding One Dollar (\$1.00) par value common stock of SASPAG shall be One Hundred (100) shares of common stock of Label.

5. Representation and Warranties of SASPAG. SASPAG represents and warrants to Label as follows:

(a) SASPAG is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) SASPAG has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by SASPAG and the consummation by SASPAG of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of SASPAG are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of SASPAG).

(c) The execution and delivery of this Agreement by SASPAG does not, and the performance of the transactions contemplated herein by SASPAG will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of SASPAG; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to SASPAG; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which SASPAG is a party.

6. Representations and Warranties of Label. Label represents and warrants to SASPAG as follows:

(a) Label is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) Label has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by Label and the consummation by Label of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of Label are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of Label).

(c) The execution and delivery of this Agreement by Label does not, and the performance of the transactions contemplated herein by Label will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Label; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to Label; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which Label is a party.

7. Additional Documents; Further Cooperation. As of the effective date of the Merger and from time to time thereafter, at the request of any party and without further

consideration, the other party shall execute and deliver such instruments and take such other action as may reasonably be required to carry out the intent of the parties in effecting the transactions contemplated by this Agreement and the Merger.

8. Successors and Assigns; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement represents the entire understanding of the parties presently in effect and includes all surviving obligations between them. In addition, the parties agree that any other agreements previously entered into between them with respect to the subject matter hereof are hereby terminated, superseded, and canceled by the execution of this Agreement.

9. Modification; Waiver. This Agreement may be modified only by an amendment in writing signed by the parties, and no provision herein may be waived other than by a written instrument signed by the parties.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Attest: Vice President

SASPAG, INC.

By: 

ACTION LABEL COMPANY, INC.

By: 

Attest: Vice President