

P9800005388

(Requestor's Name)

FM: ZIAMIIC
D. Zanardi
STE 310
10010 SAN PEDRO AVE
SAN ANTONIO, TX 78216
UNITED STATES Phone: 210-344-2700

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

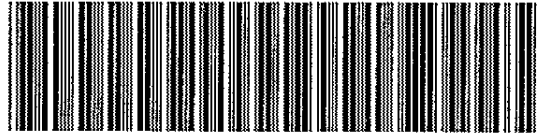
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600079274806

09/05/06--01021--001 **70.00

FILED
06 SEP -5 PM 12:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NC
g. d. mery

Z i a m

INC.

September 1, 2006

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Utopia Marketing,
Inc./Daytonabrand, Inc.

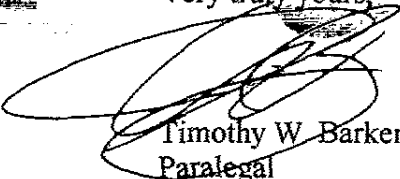
Dear Sir/Madame:

Enclosed, please find the following:

1. Articles of Merger for Utopia Marketing, Inc. and Daytonabrand, Inc.
(original and one (1) copy); and,
2. Firm check in the sum of \$70.00 as filing fee.

If you have any questions or concerns, please do not hesitate to contact the undersigned. Also, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


Timothy W. Barker
Paralegal

Enclosures

FILED

06 SEP -5 PM 12:28

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 Business Corporation Act.

FIRST: The name and jurisdiction of the "Surviving" corporation:

Utopia Marketing, Inc., a Florida corporation, Document No. P98000053858

SECOND: The name and jurisdiction of the "Merging" corporation:

Daytonabrandz, Inc., a Florida corporation, Document No. P02000000413

THIRD: The Plan of Merger is attached hereto as Exhibit "A."

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: Adoption of Merger by Surviving corporation- The Plan of Merger was adopted by the shareholders of the surviving corporation on August 9, 2006.

SIXTH: Adoption of Merger by Merging corporation- The Plan of Merger was adopted by the shareholders of the Merging corporation on August 9, 2006.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 9th day of August, 2006.

Daytonabrandz, Inc.

By:


Scott Eckness

Its:

President

Utopia Marketing, Inc.

By:



Its:

C.F.O.

EXHIBIT "A"
TO ARTICLES OF MERGER

PLAN OF MERGER
(Non Subsidiaries)

The following Plan of Merger is submitted in compliance with Section 607.1101, Florida Business Corporation Act, and in accordance with the laws of any other applicable jurisdiction of incorporation.

FIRST: The name and jurisdiction of the "Surviving" corporation:

Utopia Marketing, Inc., a Florida Corporation

SECOND: The name and jurisdiction of the "Merging" corporation:

Daytonbrands, Inc., a Florida corporation

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

See attached Share Exchange Agreement (Exhibit "I" hereto)

FOURTH: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Share Exchange Agreement (Exhibit "I" hereto)

FIFTH: Amendments to the Articles of Incorporation of the surviving corporation are indicated below or attached: attached hereto as Exhibit "II."

Dated: August 9, 2006

Daytonbrands, Inc.

By: _____

Scott Harkness

Its: _____

President

Utopia Marketing, Inc.

By: _____

Its: _____

C.F.O.

EXHIBIT "P"
TO PLAN OF MERGER

AGREEMENT AND PLAN OF SHARE EXCHANGE

THIS AGREEMENT AND PLAN OF SHARE EXCHANGE (AGREEMENT), made this 8th day of August, 2006, by and among UTOPIA MARKETING, INC., a Florida corporation, ("UTPM"), and DAYTONABRANDS, INC., a Florida corporation ("DAYTONA").

WITNESSETH

WHEREAS, UTPM is a publicly traded company whose common stock has a par value \$.001 per share (the "UTPM Common Stock") is quoted on the National Quotation Bureau Pinksheets under the symbol "UTPM".

WHEREAS, the shareholders of DAYTONA listed on Schedule I hereto (the "DAYTONA Shareholders") own all of the issued and outstanding shares of DAYTONA's common stock, (the "DAYTONA Common Stock").

WHEREAS, the parties desire that UTPM acquire all of the DAYTONA Common Stock from the DAYTONA Shareholders solely in exchange for an aggregate of 27,000,000 newly issued shares of common stock (the "UTPM Exchange Shares") pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, the Parties intend that the transaction contemplated herein (the "Transaction") qualify as a reorganization and tax-free exchange under Section 368(a) of the Internal Revenue Code of 1986, as amended.

WHEREAS, immediately following the Closing (as hereinafter defined), there will be issued and outstanding an aggregate of 29,500,000 shares of UTPM Common Stock. The UTPM Exchange Shares will be issued to the DAYTONA Shareholders on a pro rata basis, in proportion to the ratio that the number of shares of DAYTONA Common Stock held by such DAYTONA Shareholder bears to the number of shares of DAYTONA Common Stock held by all the DAYTONA Shareholders as of the date of the Closing.

WHEREAS, following the Closing, DAYTONA will become a wholly-owned subsidiary of UTPM.

WHEREAS, immediately following the consummation of the Transaction contemplated hereby, the UTPM Exchange Shares will represent approximately 91.5% of the total outstanding Common Stock of UTPM.

AGREEMENT

NOW THEREFORE, on the stated premises and for and in consideration of the foregoing recitals which are hereby incorporated by reference, the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived

herefrom and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PLAN OF EXCHANGE

1.1 The Exchange. At the Closing (as hereinafter defined), each share of DAYTONA Common Stock issued and outstanding immediately prior to the Closing Date shall be exchanged for share(s) of UTPM Common Stock. The aggregate number of shares of UTPM Stock exchanged for the DAYTONA Shares pursuant to this Agreement shall be 27,000,000. From and after the Closing Date, the DAYTONA Shareholders shall no longer own any shares of DAYTONA Common Stock, and the stock certificates formerly representing shares of DAYTONA Common Stock shall represent the pro rata portion of the UTPM Exchange Shares issuable in exchange therefor pursuant to this Agreement. Any fractional shares that would result from such exchange will be rounded up to the next highest whole number.

1.2 No Dilution. UTPM shall neither affect, nor fix any record date with respect to, any stock split, stock dividend, reverse stock split, recapitalization, or similar change in the UTPM Stock between the date of this Agreement and the Effective Time.

1.3 Closing. The closing ("Closing") of the transactions contemplated by this Agreement shall occur no later than 3 business days after each of the closing conditions set forth in Articles V and VI have been satisfied or waived (the "Closing Date").

1.4 Closing Events. At the Closing, each of the respective parties hereto shall execute, acknowledge, and deliver (or shall cause to be executed, acknowledged, and delivered) any and all stock certificates, officers' certificates, opinions, financial statements, schedules, agreements, resolutions, rulings, or other instruments required by this Agreement to be so delivered at or prior to the Closing, and the documents and certificates provided in Sections 5.2, 5.4, 6.2, 6.4 and 6.5, together with such other items as may be reasonably requested by the parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby. If agreed to by the parties, the Closing may take place through the exchange of documents (other than the exchange of stock certificates) by efax, fax, email and/or express courier. At the Closing, the UTPM Exchange Shares shall be issued in the names and denominations provided by DAYTONA.

1.5 Standstill.

- (a) Until the earlier of the Closing or August 18, 2006 (the "No Shop Period"), neither DAYTONA nor the DAYTONA Shareholders will (i) solicit or encourage any offer or enter into any agreement or other understanding, whether written or oral, for the sale, transfer or other disposition of any capital stock or assets of DAYTONA to or with any other entity or person, except as contemplated by the Transaction, other than sales of goods and services by DAYTONA in the ordinary course of its business; (ii) entertain or pursue any unsolicited communication, offer or proposal for any such sale, transfer or other disposition; or (iii) furnish

to any person or entity (other than UTPM and its authorized agents and representatives) any nonpublic information concerning DAYTONA or its business, financial affairs or prospects for the purpose or with the intent of permitting such person or entity to evaluate a possible acquisition of any capital stock or assets of DAYTONA. If either DAYTONA or any of the DAYTONA Shareholders shall receive any unsolicited communication or offer, DAYTONA or the DAYTONA Shareholders, as applicable, shall immediately notify UTPM of the receipt of such communication or offer.

- (b) During the No-Shop Period, UTPM will not (i) solicit or encourage any offer or enter into any agreement or other understanding, whether written or oral, for the sale, transfer or other disposition of any capital stock or assets of UTPM to or with any other entity or person, except as contemplated herein, other than sales of goods and services by UTPM in the ordinary course of its business; (ii) entertain or pursue any unsolicited communication, offer or proposal for any such sale, transfer or other disposition; or (iii) furnish to any person or entity (other than DAYTONA, and its authorized agents and representatives) any nonpublic information concerning UTPM or its business, financial affairs or prospects for the purpose or with the intent of permitting such person or entity to evaluate a possible acquisition of any capital stock or assets of UTPM. If either UTPM or any of UTPM's stockholders shall receive any unsolicited communication or offer, UTPM or UTPM's stockholders, as applicable, shall immediately notify DAYTONA of the receipt of such communication or offer.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF DAYTONA

As an inducement to, and to obtain the reliance of UTPM, DAYTONA represents and warrants as follows:

2.1 Organization. DAYTONA is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. DAYTONA has the power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign corporation in jurisdictions in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of DAYTONA's organizational documents. DAYTONA has taken all action required by laws, its articles of incorporation, certificate of business registration, or otherwise to authorize the execution and delivery of this Agreement. DAYTONA has full power, authority, and legal right and has taken or will take all action required by law, its Articles of Incorporation, and otherwise to consummate the transactions herein contemplated.

2.2 Capitalization. All issued and outstanding shares of DAYTONA are legally issued, fully paid, and non-assessable and were not issued in violation of the pre-emptive or other rights of any person. DAYTONA has no outstanding options, warrants, or other convertible securities.

2.3 Subsidiaries and Predecessor Corporations. DAYTONA does not have any subsidiaries and does not own, beneficially or of record, any shares or other equity interests of any other corporation or entity.

2.4 Financial Statements.

- (a) On or before the Closing Date (the "Audit Period"), DAYTONA shall have delivered to UTPM (i) audited financial statements and notes thereto covering the period ending December 31, 2005, including income statements, balance sheets and statements of cash flow and stockholders equity for the year then ended, and including, an audit report issued by an accounting firm registered with the Public Company Accounting Oversight Board ("PCAOB"), (the "DAYTONA Audited Financial Statements"); and (ii) unaudited financial statements and notes thereto covering the Audit Period, including income statements, balance sheets and statements of cash flow and stockholders equity and including a review report issued by an accounting firm registered with the PCAOB (the "DAYTONA Unaudited Financial Statements").
- (b) The DAYTONA Audited Financial Statements shall have been prepared in conformity with generally accepted accounting principles consistently applied. The DAYTONA Unaudited Financial Statements: shall (i) have been prepared in conformity with generally accepted accounting principles consistently applied; (ii) in approximate Form 10-Q format; and (iii) have been reviewed by an accounting firm registered with the Public Company Accounting Oversight Board. The DAYTONA Audited Financial Statements and the DAYTONA Unaudited Financial Statements are hereinafter collectively referred to as the "DAYTONA Financial Statements."
- (c) DAYTONA has filed all local income tax returns required to be filed by it from its inception to the date hereof. All such returns are complete and accurate in all material respects.
- (d) DAYTONA has no liabilities with respect to the payment of federal, county, local, or other taxes (including any deficiencies, interest, or penalties), except for taxes accrued but not yet due and payable, for which DAYTONA may be liable in its own right or as a transferee of the assets of, or as a successor to, any other corporation or entity.
- (e) No deficiency for any taxes has been proposed, asserted or assessed against DAYTONA. There has been no tax audit, nor has there been any

notice to DAYTONA by any taxing authority regarding any such tax audit, or, to the knowledge of DAYTONA, is any such tax audit threatened with regard to any taxes or DAYTONA tax returns. DAYTONA does not expect the assessment of any additional taxes of DAYTONA for any period prior to the date hereof and has no knowledge of any unresolved questions concerning the liability for taxes of DAYTONA.

- (f) The books and records, financial and otherwise, of DAYTONA are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.

2.5 Information. The information concerning DAYTONA set forth in this Agreement and the DAYTONA Schedules are and will be complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading as of the date hereof and as of the Closing Date.

2.6 Common Stock Equivalents. There are no existing options, warrants, calls, commitments of any character or other common stock equivalents relating to the authorized and unissued DAYTONA Common Stock.

2.7 Absence of Certain Changes or Events. Except as set forth in this Agreement or the DAYTONA Schedules, since the date of the most recent DAYTONA Financial Statements, when received:

- (a) except in the normal course of business, there has not been (i) any material adverse change in the business, operations, properties, assets, or condition of DAYTONA; or (ii) any damage, destruction, or loss to DAYTONA (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of DAYTONA;
- (b) DAYTONA has not (i) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) not otherwise in the ordinary course of business, and except for capital raised by issuance of debt or equity in a private placement or other capital raising transaction deemed advisable by DAYTONA; (ii) paid any material obligation or liability not otherwise in the ordinary course of business (absolute or contingent) other than current liabilities reflected in or shown on the most recent DAYTONA consolidated balance sheet, and current liabilities incurred since that date in the ordinary course of business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights not otherwise in the ordinary course of business (except assets, properties, or rights not used or useful in its business which, in the aggregate have a value of less than \$50,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value of less than \$50,000);

(iv) made or permitted any amendment or termination of any contract, agreement, or license to which they are a party not otherwise in the ordinary course of business if such amendment or termination is material, considering the business of DAYTONA; or (v) issued, delivered, or agreed to issue or deliver any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock).

- (c) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby or otherwise materially impair present business operations on such properties.

2.8 Litigation and Proceedings. Except as set forth in the DAYTONA Schedules, there are no actions, suits, proceedings, or investigations pending or, to the knowledge of DAYTONA, threatened by or against DAYTONA, or affecting DAYTONA, or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind.

2.9 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which DAYTONA is a party or to which any of its properties or operations are subject.

2.10 Contracts. DAYTONA has provided, or will provide UTPM, copies of all material contracts, agreements, franchises, license agreements, or other commitments to which DAYTONA is a party or by which it or any of its assets, products, technology, or properties are bound.

2.11 Compliance With Laws and Regulations. DAYTONA has complied with all applicable statutes and regulations of any national, county, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of DAYTONA, or except to the extent that noncompliance would not result in the incurrence of any material liability for DAYTONA.

2.12 Approval of Agreement. The board of directors of DAYTONA (the "DAYTONA Board") and the DAYTONA Shareholders have authorized the execution and delivery of this Agreement by DAYTONA, and have approved the transactions contemplated hereby.

2.13 DAYTONA Schedules. DAYTONA will deliver, as soon as practicable, the following schedules, which are collectively referred to as the "DAYTONA Schedules" and which consist of separate schedules dated as of the date of execution of this Agreement and instruments and data as of such date, all certified by the chief executive officer of DAYTONA as complete, true, and correct:

- (a) a schedule containing complete and correct copies of the organizational documents, as amended, of DAYTONA in effect as of the date of this Agreement; and
- (b) a schedule requested by UTPM, containing true and correct copies of all material contracts, agreements, or other instruments to which DAYTONA is a party or by which it or its properties are bound, specifically including all contracts, agreements, or arrangements referred to in Section 2.10.

2.14 Title and Related Matters. DAYTONA has good and marketable title to all of its properties, interest in properties, and assets, real and personal, which are reflected in the DAYTONA balance sheet or acquired after that date (except properties, interest in properties, and assets sold or otherwise disposed of since such date in the ordinary course of business), free and clear of all liens, pledges, charges, or encumbrances except:

- (a) statutory liens or claims not yet delinquent;
- (b) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby or otherwise materially impair present business operations on such properties; and
- (c) as described in the DAYTONA Schedules.

2.15 Governmental Authorizations. DAYTONA has all licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by DAYTONA of this Agreement and the consummation by DAYTONA of the transactions contemplated hereby.

2.16 Continuity of Business Enterprises. DAYTONA has no commitment or present intention to liquidate DAYTONA or sell or otherwise dispose of a material portion of its business or assets following the consummation of the transactions contemplated hereby.

2.17 Ownership of DAYTONA Shares. The DAYTONA Shareholders are the legal and beneficial owners of 100% of the DAYTONA Common Stock as set forth on Schedule I, free and clear of any claims, charges, equities, liens, security interests, and encumbrances whatsoever, and the DAYTONA Shareholders have full right, power, and authority to transfer, assign, convey, and deliver their respective DAYTONA Common Stock; and delivery of such common stock at the Closing will convey to UTPM good and marketable title to such shares free and clear of any claims, charges, equities, liens, security interests, and encumbrances except for any such claims, charges, equities, liens, security interests, and encumbrances arising out of such shares being held by UTPM.

2.18 Brokers. DAYTONA has not entered into any contract with any person, firm or other entity that would obligate DAYTONA or UTPM to pay any commission, brokerage or finders' fee in connection with the transactions contemplated herein.

2.19 Nominees. The nominees of DAYTONA to serve as UTPM's directors and officers following the Closing (the "Nominees"), whose names and signatures appear on Schedule II hereto, represent that no event listed in Sub-paragraphs (1) through (4) of Subparagraph (d) of Item 401 of Regulation S-B has occurred with respect to any of the Nominees during the past five years which is material to an evaluation of the ability or integrity of such Nominee.

ARTICLE III REPRESENTATIONS, COVENANTS, AND WARRANTIES OF UTPM

As an inducement to, and to obtain the reliance of DAYTONA, UTPM represents and warrants as follows:

3.1 Organization. UTPM is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, and there is no jurisdiction in which it is not qualified in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the UTPM Schedules (as hereinafter defined) are complete and correct copies of the Articles of Incorporation and bylaws of UTPM, and all amendments thereto, as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of UTPM's Article of Incorporation or bylaws. UTPM has taken all action required by law, its Articles of Incorporation, its bylaws, or otherwise to authorize the execution and delivery of this Agreement, and UTPM has full power, authority, and legal right and has taken all action required by law, its Articles of Incorporation, bylaws, or otherwise to consummate the transactions herein contemplated.

3.2 Capitalization. UTPM's authorized capitalization consists of 50,000,000 shares of Common Stock, of which no more than 2,500,000 shares will be issued and outstanding at Closing; an aggregate of 29,500,000 shares of UTPM Stock shall be issued as of immediately following the Closing; and no shares of preferred stock authorized. All presently issued and outstanding shares are legally issued, fully paid, and non-assessable and not issued in violation of the pre-emptive or other rights of any person. The UTPM Exchange Shares will be legally issued, fully paid and non-assessable and shall not be issued in violation of the pre-emptive or other rights of any other person.

3.3 Subsidiaries. UTPM does not have any subsidiaries and does not own, beneficially or of record, any shares or other equity interests of any other corporation or other entity.

3.4 Financial Statements.

- (a) UTPM has no liabilities with respect to the payment of any federal, state, county, local, or other taxes (including any deficiencies, interest, or penalties), except for taxes accrued but not yet due and payable, for which UTPM may be liable in its own right, or as a transferee of the assets of, or as a successor to, any other corporation or entity.
- (b) UTPM has filed all federal, state, or local income tax returns required to be filed by it from its inception to the date hereof.
- (c) The books and records, financial and otherwise, of UTPM are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.
- (d) No deficiency for any taxes has been proposed, asserted or assessed against UTPM. There has been no tax audit, nor has there been any notice to UTPM by any taxing authority regarding any such tax audit, or, to the knowledge of UTPM, is any such tax audit threatened with regard to any taxes or UTPM tax returns. UTPM does not expect the assessment of any additional taxes of UTPM for any period prior to the date hereof and has no knowledge of any unresolved questions concerning the liability for taxes of UTPM.
- (e) UTPM has good and marketable title to its assets and, except as set forth in the UTPM Schedules or the Financial Statements of UTPM or the notes thereto, has no material contingent liabilities, direct or indirect, matured or unmatured.

3.5 Information. The information concerning UTPM set forth in this Agreement and the UTPM Schedules are and will be complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading as of the date hereof and as of the Closing Date.

3.6 Common Stock Equivalents. Except as set forth herein, there are no existing options, warrants, calls, commitments of any character or other common stock equivalents relating to authorized and unissued stock of UTPM.

3.7 Absence of Certain Changes or Events. Except as described herein or in the UTPM Schedules:

- (a) There has not been (i) any material adverse change, financial or otherwise, in the business, operations, properties, assets, or condition of UTPM (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of UTPM;

- (b) UTPM has not (i) amended its Articles of Incorporation or bylaws; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) waived any rights of value which in the aggregate are extraordinary or material considering the business of UTPM; (iv) made any material change in its method of management, operation, or accounting; (v) entered into any other material transactions; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its employees; or (viii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement, made to, for, or with its officers, directors, or employees;
- (c) UTPM has not (i) granted or agreed to grant any options, warrants, or other rights for its stocks, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the ordinary course of business; (iii) paid or agreed to pay any material obligation or liability (absolute or contingent) other than current liabilities reflected in or shown on the most recent UTPM balance sheet and current liabilities incurred since that date in the ordinary course of business and professional and other fees and expenses incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby; (iv) sold or transferred, or agreed to sell or transfer, any of its assets, property, or rights (except assets, property, or rights not used or useful in its business which, in the aggregate have a value of less than \$5,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value of less than \$5,000); (v) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of UTPM; or (vi) issued, delivered, or agreed to issue or deliver any stock, bonds, or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), except in connection with this Agreement;
- (d) UTPM is a corporate shell and has no assets, liabilities or accounts payable of any kind or nature, actual or contingent, in excess of \$5,000 in the aggregate as of the Closing Date; and
- (e) To the best knowledge of UTPM, it has not become subject to any law or regulation which materially and adversely affects, or in the future may

adversely affect, the business, operations, properties, assets, or condition of UTPM.

3.8 Title and Related Matters. UTPM has good and marketable title to all of its properties, interest in properties, and assets, real and personal, which are reflected in the UTPM balance sheet or acquired after that date (except properties, interest in properties, and assets sold or otherwise disposed of since such date in the ordinary course of business), free and clear of all liens, pledges, charges, or encumbrances except:

- (a) statutory liens or claims not yet delinquent;
- (b) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby or otherwise materially impair present business operations on such properties; and
- (c) as described in the UTPM Schedules.

3.9 Litigation and Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of UTPM, threatened by or against or affecting UTPM, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind.

3.10 Contracts. UTPM is not a party to any material contract, agreement, or other commitment, except as specifically disclosed in its schedules to this Agreement.

3.11 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which UTPM is a party or to which it or any of its assets or operations are subject.

3.12 Governmental Authorizations. UTPM has all licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by UTPM of this Agreement and the consummation by UTPM of the transactions contemplated hereby.

3.13 Compliance With Laws and Regulations. To the best of its knowledge, UTPM has complied with all applicable statutes and regulations of any federal, state, or other applicable governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or conditions of UTPM or except to the extent that noncompliance would not result in the incurrence of any material liability. This compliance includes, but is not limited to, to the extent such compliance is applicable, the filing of all reports to date with the U.S. Securities and Exchange Commission (the "SEC") and state securities authorities.

3.14 Insurance. UTPM owns no insurable properties and carries no casualty or liability insurance.

3.15 Approval of Agreement. The board of directors of UTPM (the "UTPM Board") has authorized the execution and delivery of this Agreement by UTPM and the UTPM Board and a majority of UTPM's shareholders (the "UTPM Shareholders") have approved this Agreement and the transactions contemplated hereby.

3.16 Continuity of Business Enterprises. UTPM has no commitment or present intention to liquidate UTPM or sell or otherwise dispose of a material portion of its business or assets following the consummation of the transactions contemplated hereby.

3.17 Material Transactions of Affiliations. Except as disclosed herein and in the UTPM Schedules, there exists no material contract, agreement, or arrangement between UTPM and any person who was at the time of such contract, agreement, or arrangement an officer, director, or person owning of record or known by UTPM to own beneficially, 10% or more of the issued and outstanding common stock of UTPM and which is to be performed in whole or in part after the date hereof or was entered into not more than three years prior to the date hereof. Neither any officer, director, nor 10% stockholder of UTPM has, or has had during the last preceding full fiscal year, any known interest in any material transaction with UTPM which was material to the business of UTPM. UTPM has no commitment, whether written or oral, to lend any funds to, borrow any money from, or enter into any other material transaction with any such affiliated person.

3.18 Employment Matters. UTPM has no employees other than its executive officers.

3.19 UTPM Schedules. UTPM has delivered to DAYTONA, or will deliver as soon as practicable at DAYTONA's request, the following schedules, which are collectively referred to as the "UTPM Schedules," which are dated the date of this Agreement, all certified by an officer to be complete, true, and accurate:

- (a) a schedule containing complete and accurate copies of the Articles of Incorporation and bylaws, as amended, of UTPM as in effect as of the date of this Agreement;
- (b) a schedule containing a copy of the federal income tax returns of UTPM identified in Section 3.4(B);
- (c) a schedule setting forth the description of any material adverse change in the business, operations, property, assets, or condition of UTPM, required to be provided pursuant to Section 3.7; and
- (d) a schedule setting forth any other information, together with any required copies of documents, required to be disclosed in the UTPM Schedules by Sections 3.1 through 3.17.

3.20 Current Information. UTPM shall cause the UTPM Schedules and the instruments and data delivered to DAYTONA hereunder to be updated after the date hereof up to and including the Closing Date.

3.21 Brokers. UTPM has not entered into any contract with any person, firm or other entity that would obligate DAYTONA or UTPM to pay any commission, brokerage or finders' fee in connection with the transactions contemplated herein.

ARTICLE IV SPECIAL COVENANTS

4.1 Shareholders' Actions of UTPM. Prior to the Closing, UTPM shall cause the following actions to be taken by the written consent of the holders of a majority of the outstanding shares of common stock of UTPM.

- (a) the resignation of certain UTPM's officers and directors, and appointment of Scott Harkness as CEO of UTPM and a member of the Board of Directors;
- (b) the approval of this Agreement and the transactions contemplated hereby and thereby; and
- (c) such other actions as the directors may determine are necessary or appropriate.

4.2 Shareholders' Actions of DAYTONA. Prior to the Closing, DAYTONA shall cause the following actions to be taken by the written consent of the holders of a majority of the outstanding shares of common stock of DAYTONA.

- (a) the approval of this Agreement and the transactions contemplated hereby and thereby; and
- (b) such other actions as the directors may determine are necessary or appropriate.

4.3 Access to Properties and Records. UTPM and DAYTONA will each afford to the officers and authorized representatives of the other reasonable access to the properties, books, and records of UTPM or DAYTONA in order that each may have full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other, and each will furnish the other with such additional financial and operating data and other information as to the business and properties of UTPM or DAYTONA as the other shall from time to time reasonably request.

4.4 Delivery of Books and Records. At the Closing, UTPM shall deliver to DAYTONA, the originals of the corporate minute books, books of account, contracts, records, and all other books or documents of UTPM now in the possession or control of UTPM or its representatives and agents.

4.5 Dilution Protection. Until ninety (90) days after the Closing, UTPM shall not, without the prior written consent of Scott Harkness, a shareholder of UTPM, which shall not unreasonably withhold its consent affect any stock dividend, subdivision, reclassification, recapitalization, split, conversion, consolidation or combination of UTPM Common Stock.

4.6 Actions Prior to Closing by both Parties.

- (a) From and after the date of this Agreement until the Closing Date and except as set forth in the UTPM or DAYTONA Schedules or as permitted or contemplated by this Agreement, UTPM and DAYTONA will each: (i) carry on its business in substantially the same manner as it has heretofore; (ii) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty; (iii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it; (iv) perform in all material respects all of its obligation under material contracts, leases, and instruments relating to or affecting its assets, properties, and business; (v) use its best efforts to maintain and preserve its business organization intact, to retain its key employees, and to maintain its relationship with its material suppliers and customers; and (vi) fully comply with and perform in all material respects all obligations and duties imposed on it by all federal and state laws and all rules, regulations, and orders imposed by federal or state governmental authorities.
- (b) From and after the date of this Agreement until the Closing Date, neither UTPM nor DAYTONA will: (i) make any change in their organizational documents, Articles of Incorporation or bylaws; (ii) take any action described in Section 2.7 in the case of DAYTONA, or in Section 3.7, in the case of UTPM (all except as permitted therein or as disclosed in the applicable party's schedules); (iii) enter into or amend any contract, agreement, or other instrument of any of the types described in such party's schedules, except that a party may enter into or amend any contract, agreement, or other instrument in the ordinary course of business involving the sale of goods or services, or (iv) make or change any material tax election, settle or compromise any material tax liability or file any amended tax return.

4.7 Indemnification.

- (a) DAYTONA hereby agrees to indemnify UTPM and each of the officers, agents and directors of UTPM as of the date of execution of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in Article II. The indemnification provided

for in this paragraph shall not survive the Closing and consummation of the transactions contemplated hereby but shall survive the termination of this Agreement pursuant to Section 7.1(b) of this Agreement.

- (b) UTPM hereby agrees to indemnify DAYTONA and each of the officers, agents and directors of DAYTONA as of the date of execution of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made under Article III. The indemnification provided for in this paragraph shall not survive the Closing and consummation of the transactions contemplated hereby but shall survive the termination of this Agreement pursuant to Section 7.1(c) of this Agreement.

ARTICLE V

CONDITIONS PRECEDENT TO OBLIGATIONS OF UTPM

The obligations of UTPM under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

5.1 Accuracy of Representations; Performance. The representations and warranties made by DAYTONA in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement), and DAYTONA shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by DAYTONA prior to or at the Closing. UTPM may request to be furnished with a certificate, signed by a duly authorized officer of DAYTONA and dated the Closing Date, to the foregoing effect.

5.2 Officer's Certificates. UTPM shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of DAYTONA to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of DAYTONA threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed in the DAYTONA Schedules, by or against DAYTONA which might result in any material adverse change in any of the assets, properties, business, or operations of DAYTONA.

5.3 No Material Adverse Change. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of DAYTONA, nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations.

5.4 Other Items.

- (i) The resignation of the officers and directors of UTPM effective upon the Closing, with such vacancies filled by the nominees of DAYTONA as set forth herein.
- (j) Although UTPM shall be the surviving corporation in the Transaction from a corporate law perspective, the Transaction shall be accounted for as a "reverse acquisition" for accounting and financial statement purposes, wherein DAYTONA shall be deemed the surviving entity for such purposes.
- (k) Any necessary third-party consents shall be obtained prior to Closing, including but not limited to consents necessary from UTPM's lenders, creditors, vendors, and lessors.

ARTICLE VII TERMINATION

7.1 Termination.

- (a) This Agreement may be terminated by either the DAYTONA Board or the UTPM Board at any time prior to the Closing Date if: (i) there shall be any actual or threatened action or proceeding before any court or any governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made in good faith and based on the advice of its legal counsel, makes it inadvisable to proceed with the exchange contemplated by this Agreement; (ii) any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions or in the judgment of such board of directors, made in good faith and based on the advice of counsel, there is substantial likelihood that any such approval will not be obtained or will be obtained only on a condition or conditions which would be unduly burdensome, making it inadvisable to proceed with the exchange; (iii) there shall have been any change after the date of the latest balance sheets of DAYTONA and UTPM, respectively, in the assets, properties, business, or financial condition of DAYTONA and UTPM, which could have a materially adverse affect on the value of the business of DAYTONA and UTPM respectively, except any changes disclosed in the DAYTONA and UTPM Schedules, as the case may be, dated as of the date of execution of this Agreement. In the event of termination pursuant to this paragraph (a) of Section 7.1, no obligation, right, or liability shall arise hereunder, and each party shall bear all of the expenses incurred by it in connection with the negotiation, drafting, and execution of this Agreement and the transactions herein contemplated; (iv) the Closing Date shall not have occurred by August 18, 2006; or (v) if UTPM shall not have provided responses satisfactory in DAYTONA's reasonable judgment to DAYTONA's request for due diligence materials.

- (b) This Agreement may be terminated at any time prior to the Closing by action of the UTPM Board if DAYTONA shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of DAYTONA contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for seven days after notice of such failure is provided to DAYTONA. If this Agreement is terminated pursuant to this paragraph (b) of Section 7.1, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.
- (c) This Agreement may be terminated at any time prior to the Closing by action of the DAYTONA Board if UTPM shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of UTPM contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for seven days after notice of such failure is provided to UTPM. If this Agreement is terminated pursuant to this paragraph (c) of Section 7.1, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.

ARTICLE VIII MISCELLANEOUS

8.1 Governing Law. This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the United States of America and, with respect to matters of state law, with the laws of Florida. Any dispute arising under or in any way related to this Agreement will be submitted to binding arbitration before a single arbitrator by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration will be conducted in West Palm Beach, Florida. The decision of the arbitrator will set forth in reasonable detail the basis for the decision and will be binding on the parties. The arbitration award may be confirmed by any court of competent jurisdiction.

8.2 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered to it or sent by registered mail or certified mail, postage prepaid, or by prepaid telegram addressed as follows:

If to DAYTONA, to: ATTN: Scott Harkness, CEO
7700 Irvine Center, Ste. 800
Irvine, California 92618

If to UTPM, to: ATTN: Vance Kistler
6633 NW 25th Terrace
Boca Raton, Florida 33496

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given as of the date so delivered, mailed, or telegraphed.

8.3 Attorney's Fees. In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

8.4 Confidentiality. UTPM and the UTPM Shareholders, on the one hand, and DAYTONA and the DAYTONA Shareholders, on the other hand, will keep confidential all information and materials regarding the other Party designated by such Party as confidential. The provisions of this Section 8.5 shall not apply to any information which is or shall become part of the public domain through no fault of the Party subject to the obligation from a third party with a right to disclose such information free of obligation of confidentiality. UTPM and DAYTONA agree that no public disclosure will be made by either Party of the existence of the Transaction or the letter of intent or any of its terms without first advising the other Party and obtaining its prior written consent to the proposed disclosure, unless such disclosure is required by law, regulation or stock exchange rule.

8.5 Expenses. Except as otherwise set forth herein, each party shall bear its own costs and expenses associated with the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, all costs and expenses incurred by DAYTONA and UTPM after the Closing shall be borne by the surviving entity. After the Closing, the costs and expenses of the DAYTONA Shareholders shall be borne by the DAYTONA Shareholders.

8.6 Schedules; Knowledge. Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

8.7 Third Party Beneficiaries. This contract is solely between UTPM, DAYTONA and the DAYTONA Shareholders, and, except as specifically provided, no director, officer, stockholder, employee, agent, independent contractor, or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

8.8 Entire Agreement. This Agreement represents the entire agreement between the parties relating to the transaction. There are no other courses of dealing, understandings, agreements, representations, or warranties, written or oral, except as set forth herein.

8.9 Survival. The representations and warranties of the respective parties shall not survive the Closing Date and the consummation of the transactions herein contemplated.

8.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

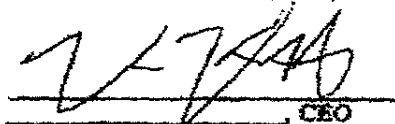
8.11 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and

may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, thereafter, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, as of the date first above-written.

UTOPIA MARKETING, INC.

By:


CEO

DAYTONABRANDS, INC.

By:


Scott Harkness, CEO

Schedule "I"

Dated: July 20, 2006

The following persons are the only owners of the capital stock of DAYTONA:

NAME	NUMBER OF SHARES	PERCENTAGE OWNERSHIP
Scott and Audrey Harkness	7,818,453	28.96%
Joe and Fay Bosler	5,587,589	20.69%
Ed Finkbeiner	3,213,140	11.90%
John Wegener	2,745,137	10.17%
Anika Vargha	510,392	1.89%
Mike Tolbert	322,586	1.19%
Richard Cooper	290,328	1.08%
Matt Rohr	129,034	0.48%
Kay Stillman	161,293	0.60%
John Heffernan	645,172	2.39%
John Heffernan	88,115	0.33%
Scott and Audrey Harkness	2,811,294	10.41%
Ed Finkbeiner	354,843	1.31%
Lou Ball	645,172	2.39%
Jeff Loch	645,172	2.39%
Guen Rooney	645,172	2.39%
Focus Marketing	258,069	0.96%
Ed Liceaga	129,034	0.48%
TOTALS	27,000,000	100%

Schedule "II"


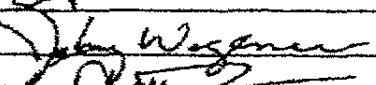

Name:	Position(s)	Signature
Scott Harkness	Chairman, Chief Executive Officer	
Ed Finkbeiner	Director, Treasurer	
John Wegener	Director	
Audrey Van Petegem	Secretary	

EXHIBIT "II" TO PLAN OF MERGER

**STATE OF FLORIDA
ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION**

UTOPIA MARKETING, INC., a corporation organized and existing under and by the virtue of the Florida Business Corporation Act, does hereby certify:

FIRST: That a meeting of the Board of Directors of UTOPIA MARKETING, INC., resolutions were duly adopted setting forth proposed amendments to the Articles of Incorporation of said corporation, declaring said amendments to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolutions setting forth the proposed amendments are as follows:

RESOLVED, that the Articles of Incorporation of this corporation be amended by changing the Article thereof numbered "Article I" so that, as amended, said Article shall be and read as follows:

The name of the corporation shall be DAYTONABRANDS, INC.

RESOLVED, that the Articles of Incorporation of this corporation be amended by changing the Article thereof numbered "Article III" so that, as amended, said Article shall be and read as follows:

The issued and outstanding shares of the company be subject to reverse stock split in the ratio of 1 for 30. The authorized number of shares for said company shall be FIFTY MILLION (50,000,000) shares of common stock.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 607.0702 of the Florida Business Corporation Act at which meeting the necessary number of shares as acquired by statute were voted in favor of the amendment.

THIRD: The amendments were approved by the shareholders. The number of votes cast for the amendments by the shareholders were sufficient for approval.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 9th day of August, 2006.

By: _____



Scott Harkness

Its: _____

President