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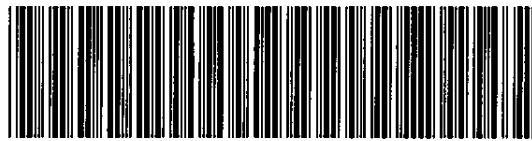
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EFFECTIVE DATE  
12-31-06

06 DEC 22 AM 10: 58  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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2006 DEC 22 PM 12: 03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger

C. Couillette DEC 22 2006



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 677527 5011226

AUTHORIZATION : *Spud Selenas*

COST LIMIT : \$78.75

ORDER DATE : December *20*, 2006

ORDER TIME : 11:30 AM

ORDER NO. : 677527-010

CUSTOMER NO: 5011226

! ! ! PLEASE FILE 2ND ! ! !

ARTICLES OF MERGER

COMPASS ACQUISITION CORP.

INTO

COMPASS KNOWLEDGE GROUP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Carina Dunlap, ext 2951

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF MERGER  
OF  
COMPASS ACQUISITION CORP.,  
a Florida corporation  
WITH AND INTO  
COMPASS KNOWLEDGE GROUP, INC.,  
a Florida corporation

EFFECTIVE DATE  
12-31-06

Pursuant to the Florida Business Corporation Act and Section 607.1104 thereof

COMPASS ACQUISITION CORP., a Florida corporation ("CAC"), desires to merge with and into COMPASS KNOWLEDGE GROUP, INC., a Florida corporation ("CKGI"), and in connection therewith, the undersigned **DO HEREBY CERTIFY** as follows:

**FIRST:** That the names and states of incorporation of each of the constituent corporations are:

Name	State of Incorporation	Status
COMPASS ACQUISITION CORP.	Florida	Merging Corporation
COMPASS KNOWLEDGE GROUP, INC.	Florida	Surviving Corporation

**SECOND:** That the merger of CAC with and into CKGI (the "Merger") is permitted by the laws of the state under which each constituent corporation is incorporated.

**THIRD:** That a Plan and Agreement of Merger (a copy of which is attached hereto and made a part hereof) has been duly adopted and unanimously approved by the board of directors of the surviving corporation as of August 21, 2006 and shareholder approval was not required.

**FOURTH:** That CKGI is the surviving corporation.

**FIFTH:** That the Merger shall be effective as of 11:56 p.m. on December 31, 2006.

**IN WITNESS WHEREOF**, the Boards of Directors of CAC and CKGI have each caused these Articles of Merger to be executed by an authorized officer this 21st day of August, 2006.

COMPASS ACQUISITION CORP., a  
Florida corporation

By: \_\_\_\_\_  
Name: Daniel J. Devine  
Its: President

COMPASS KNOWLEDGE GROUP, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: Daniel J. Devine  
Its: President

**PLAN AND AGREEMENT  
OF MERGER BETWEEN**

**COMPASS ACQUISITION CORP.,  
a Florida corporation**

**AND**

**COMPASS KNOWLEDGE GROUP, INC.,  
a Florida corporation**

**THIS PLAN AND AGREEMENT OF MERGER** (the "Agreement"), dated as of the 21st day of August, 2006, by and among **COMPASS ACQUISITION CORP.**, a Florida corporation ("CAC"), and **COMPASS KNOWLEDGE GROUP, INC.**, a Florida corporation ("CKGI"), providing that CAC shall merge with and into CKGI, pursuant to the terms and conditions contained herein and in accordance with the Florida Business Corporation Act, shall be effective as of 11:56 p.m. on December 31, 2006, (the "Merger").

**WHEREAS**, CAC, as of the date hereof, has the authority to issue 100,000 shares of Common Stock, \$0.10 par value per share. As of the date hereof, 1,000 shares of CAC Common Stock are issued and outstanding, all of which are owned by CKGI (also referred to herein from time to time as the "Shareholder");

**WHEREAS**, CKGI is authorized to issue 25,000,000 shares of Common Stock, \$0.001 par value per share and 5,000,000 shares of Preferred Stock, \$0.001 par value. As of the date hereof, 1,000 shares of Common Stock are issued and outstanding, all of which are owned by Compass Knowledge Holdings, Inc., a Nevada corporation ("Parent"), and no shares of Preferred Stock are issued and outstanding;

**WHEREAS**, CAC and CKGI desire that CAC merge with and into CKGI and that CKGI shall continue as the surviving corporation in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Florida.

**WHEREAS**, the respective Boards of Directors of CAC and CKGI approved this Agreement and shareholder approval is not required.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the laws of the State of Florida, do hereby agree to and adopt the following:

## ARTICLE 1

### 1.1      Names of Constituent Corporations.

Name of Merging Corporation:	COMPASS ACQUISITION CORP., a Florida corporation
Name of Surviving Corporation:	COMPASS KNOWLEDGE GROUP, INC., a Florida corporation

1.2    The Merger. Subject to the terms and conditions of this Agreement, CAC shall be merged with and into CKGI in accordance with the laws of the state of Florida. The separate existence of CAC shall cease and CKGI shall be the surviving corporation and continue its corporate existence under the laws of the state of Florida.

1.3    Effect of Merger. At the Effective Time (as hereinafter defined), CKGI shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of CAC and CKGI; all property, real, personal and mixed, and all debts due on any account, including subscriptions for shares, and all other choses in action, and every other interest of or belonging to or due to each of CAC and CKGI shall vest in CKGI without any further act or deed; the title to any real estate or any interest therein vested in CAC shall not revert nor in any way become impaired by reason of the Merger; CKGI shall be responsible and liable for all the liabilities and obligations of each of CAC and CKGI; a claim of or against or a pending proceeding by or against CAC or CKGI may be prosecuted as if the Merger had not taken place, or CKGI may be substituted in the place of CAC; and neither the rights of creditors nor any liens upon the property of CAC or CKGI shall be impaired by the Merger.

1.4    Appraisal Rights. Any shareholder of CAC who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act (the "Act"), would be entitled to vote and who dissents from the Merger pursuant to Section 607.1321 of the Act, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the faire value of their shares. Because the Merger has been approved unanimously by all shareholders of CAC, no shareholder shall be entitled to appraisal rights.

1.5    Effective Time. The Effective Time of the Merger shall be as of 11:56 p.m. on December 31, 2006.

## ARTICLE 2

### Name, Certificate of Incorporation, Bylaws, Directors and Officers of the Surviving Corporation

2.1.    Name and Domicile of Surviving Corporation. The name of the surviving corporation is COMPASS KNOWLEDGE GROUP, INC. CKGI is duly organized, validly existing and in good standing under the laws of the State of Florida.

2.2. Articles of Incorporation. The Articles of Incorporation of CKGI, as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by law.

2.3. Bylaws. The Bylaws of CKGI at the Effective Time shall be the Bylaws of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by law.

2.4. Directors and Officers. The directors and officers of CKGI at the Effective Time shall remain as the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation and until their successors are duly elected and qualified.

## ARTICLE 3

### Merging Corporation's and Surviving Corporation's Stock

3.1. Cancellation of Merging Corporation's Stock. At the Effective Time, each share of CAC's issued and outstanding shares of capital stock issued to the Shareholder shall be cancelled.

3.2. Effect on Surviving Corporation's Stock. At the Effective Time, each share of the Surviving Corporation's issued and outstanding shares of capital stock issued to the Parent shall remain issued and outstanding, shall be unaffected by the Merger, and shall remain and constitute all of the Surviving Corporation's issued and outstanding capital stock.

## ARTICLE 4

### Director Approval; Consents

4.1. CAC Director Approval. This Agreement and the Merger were duly adopted and approved effective as of August 21, 2006 by CAC's Board of Directors and shareholder approval was not required in accordance with the applicable provisions of the Florida Business Corporation Act, including Section 607.1104 thereof.

4.2. CKGI Director Approval. This Agreement and the Merger were duly adopted and approved effective as of August 21, 2006 by CKGI's Board of Directors and shareholder approval was not required in accordance with the applicable provisions of the Florida Business Corporation Act, including Section 607.1104 thereof.

4.3. Consents. Any and all consents, permits, authorizations, approvals and orders deemed, in the discretion of CAC and CKGI, to be material to the consummation of the Merger shall be obtained prior to the Effective Time.

## ARTICLE 5

### General

5.1. Termination and Abandonment. This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time, whether before or after the adoption and approval of this Agreement, by action of the Board of Directors of either CAC or CKGI, if the Board of Directors of either such corporation determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of CAC or CKGI, as applicable. In the event of termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either CAC or CKGI or their respective Boards of Directors or shareholders.

5.2. Amendment. This Agreement may be amended at any time prior to the Effective Time with the mutual consent of the Boards of Directors of CAC and CKGI; provided, however, that this Agreement may not be amended in any manner which, in the judgment of the Board of Directors of CAC or CKGI, would have a material adverse effect on the rights of their shareholders or in any manner not permitted under applicable law.

5.3. Deferral. Consummation of the transactions herein provided for may be deferred by the Board of Directors of CAC or CKGI for a reasonable period of time if such Board of Directors determines that such deferral would be, for any reason, in the best interests of CAC and CKGI.

5.4. Headings. The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

**IN WITNESS WHEREOF**, CAC and CKGI have caused this Plan and Agreement of Merger to be executed in their corporate names by their respective officers this 21st day of August, 2006.

**COMPASS ACQUISITION CORP.**, a Florida corporation

By: \_\_\_\_\_  
Name: Daniel J. Devine  
Its: President

**COMPASS KNOWLEDGE GROUP, INC.**, a Florida corporation

By: \_\_\_\_\_  
Name: Daniel J. Devine  
Its: President