

Filing Fee: See Instructions

ID Number:

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

ARTICLES OF MERGER OR CONSOLIDATION INTO

Upswing CRM, LLC

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

- a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
Upswing, Inc.	corporation	Rhode Island
Upswing CRM, LLC	limited liability company	Delaware

- b. The laws of the state under which each entity is organized permit such merger or consolidation.

- c. The full name of the surviving or new entity is Upswing CRM, LLC
which is to be governed by the laws of the state of Delaware

- d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

- e. If the surviving entity's name has been amended via the merger, please state the new name:
Upswing CRM, LLC, 155 Wooster Street, Suite 3R, New York, New York 10012

- f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

- g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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- b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is _____

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

- c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is: _____
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Upswing, Inc.

By: [Signature] _____
 Name of person signing Print Entity Name President Title of person signing

By: _____
 Name of person signing Title of person signing

Upswing CRM, LLC

By: _____
 Name of person signing Print Entity Name Manager Title of person signing

By: _____
 Name of person signing Title of person signing

b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is _____

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.
.....

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is: _____
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Upswing, Inc.

Print Entity Name

By: _____
Name of person signing President Title of person signing

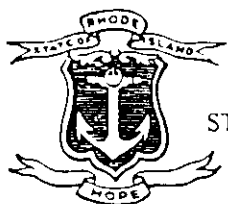
By: _____
Name of person signing Title of person signing

Upswing CRM, LLC

Print Entity Name

By: John Rourke John Harko _____
Name of person signing Manager Title of person signing

By: _____
Name of person signing Title of person signing



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

October 1, 2007

TO WHOM IT MAY CONCERN:

Re: UPSWING, INC.

It appears from our records that the above named corporation has filed all the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of

MERGER-CORPORATION IS NON-SURVIVOR

Very truly yours,

David M. Sullivan
Tax Administrator

Charles J. Larocque
Chief Revenue Agent
Corporations

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the 13th day of September, 2007, is made by and among Upswing CRM, LLC, a Delaware limited liability company (the "LLC"), Upswing, Inc., a Rhode Island corporation (the "Corporation"), Dan Ferranti ("Ferranti") and Alex Turnbull ("Turnbull" and together with Ferranti, the "Stockholders").

WITNESSETH:

WHEREAS, the Board of Directors of the Corporation has determined that it is fair to and advisable and in the best interests of the Corporation and its Stockholders for the Corporation to merge with and into the LLC (the "Merger") in accordance with Title 7 of the Rhode Island General Laws (the "RIGL") and upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Members of the LLC have determined that the Merger is fair to and advisable and in the best interests of the LLC in accordance with the applicable provisions of the Delaware Limited Liability Company Act (the "DLLCA") and upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. The Merger. In accordance with the applicable provisions of this Agreement and the DLLCA and the RIGL, the Merger shall occur at the Effective Time (as defined below). Following the Merger, the separate corporate existence of the Corporation shall cease and the LLC shall continue as the surviving entity (the "Surviving Entity").

2. Effective Time. The Merger shall become effective (the "Effective Time") as of the later of (i) the date of filing Articles of Merger, in the form attached hereto as Exhibit A, pursuant to Title 7 of the RIGL with the office of the Secretary of State of the State of Rhode Island, or (ii) the date of filing a Certificate of Merger, in the form attached hereto as Exhibit B, pursuant to Section 18-209 of the DLLCA with the office of the Secretary of State of the State of Delaware.

3. Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in Section 18-209 of the DLLCA and Title 7 of the RIGL. Without limiting the generality of the foregoing, and subject thereto and to any other applicable laws, at the Effective Time, all properties, rights, privileges, powers and franchises of the Corporation shall vest in the Surviving Entity, and all debts, liabilities, restrictions, disabilities and duties of the Corporation shall become debts, liabilities, restrictions, disabilities and duties of the Surviving Entity.

4. Certificate of Formation and Operating Agreement of the Surviving Entity.

(a) The Certificate of Formation of the LLC as in effect at the Effective Time shall be the Certificate of Formation of the Surviving Entity, until thereafter amended in accordance with the provisions thereof and applicable law.

(b) The Operating Agreement of the LLC as in effect at the Effective Time (the "Operating Agreement") shall be the Operating Agreement of the Surviving Entity, until thereafter amended in accordance with the provisions thereof and applicable law.

5. Manager of the Surviving Entity. Subject to applicable law, the manager of the LLC as of the Effective Time shall be the manager of the Surviving Entity and shall hold office until his respective successor is duly elected and qualified, or his earlier death, resignation or removal.

6. Effect of Merger on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the LLC, the Corporation, Turnbull or Ferranti:

(a) Conversion of Stock of the Corporation. All of the Stockholders' shares of Class A Common Stock (defined below in Section 7(b)) issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive, upon surrender of Certificates (defined below) formerly representing such shares, Class A Units of the Surviving Entity in accordance with and as set forth in the Operating Agreement.

(b) Cancellation of Stock of the Corporation. As of the Effective Time, all shares of the Class A Common Stock issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and the Stockholders, as holder of one or more certificates which immediately prior to the Effective Time represented shares of Class A Common Stock (collectively, the "Certificates") shall cease to have any rights with respect thereto, except the right to receive Class A Units of the Surviving Entity upon surrender of such Certificates in accordance with Paragraph 6(a).

7. Representations and Warranties of the Corporation and the Stockholders. The Corporation and the Stockholders represent and warrant to the LLC as follows:

(a) Organization and Authority. The Corporation is a corporation validly existing under the laws of its jurisdiction of incorporation, with the requisite corporate power and authority to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as now being conducted. The Corporation has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by each of the Stockholders and the Corporation and constitutes a legal, valid and binding agreement of each of the Stockholders and the Corporation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, and general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Stock Ownership. The authorized capital stock of the Corporation consists of two thousand (2,000) shares of Class A Common Stock, par value \$0.01 per share (the "Class A Common Stock") and six thousand (6,000) shares of Class B Common Stock, par value \$0.01 per share (the "Class B Common Stock"), of which 100 shares of Class A Common Stock are issued and outstanding to Ferranti and 100 shares Class A Common Stock are issued and outstanding to Turnbull. The Stockholders are the record and beneficial owners and holders of the issued and outstanding shares of Class A Common Stock, free and clear of all encumbrances. All of the outstanding shares of Class A Common Stock have been duly authorized and validly issued and are fully paid and non-assessable. Additionally, (i) there are no outstanding subscriptions, options, rights, warrants, calls, commitments or other arrangements for any party to acquire Class A Common Stock, Class B Common Stock or any other capital stock of the Corporation, (ii) there are no options, agreements, obligations or understandings regarding the sale, transfer, issuance, repurchase or retirement of Class A Common Stock, Class B Common Stock or any other capital stock of the Corporation and (iii) none of the authorized, issued and outstanding capital stock of the Corporation contains any profit participation features, and there are not outstanding any Corporation stock appreciation rights, phantom stock plans or stock option plans or agreements. There are no bonds, debentures, notes or other indebtedness of the Corporation outstanding having the right to vote (or convertible into, or exchangeable for, capital stock of the Corporation having the right to vote) on any matter on which the Stockholders may vote.

(c) No Conflict. Neither the execution and delivery of this Agreement nor compliance by each of the Stockholders and the Corporation with its terms and provisions will (a) violate any provision of the certificate of incorporation, by-laws or other similar organizational document of the Corporation; (b) violate any law, statute or regulation, or any judgment, injunction, order or decree of any Governmental Authority to which either of the Stockholders or the Corporation is subject; or (c) result in any breach of, require consent of a third party under, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreements or covenants to which each of the Stockholders or the Corporation is a party or by which each of the Stockholders or the Corporation is bound, or result in the creation of any encumbrance on any of the assets of the Corporation. "Governmental Authority" means any United States or foreign supranational, national, federal, state, county, provincial or municipal authority or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

(d) Litigation. As of the date hereof there is no action, suit, proceeding or investigation pending or, to the Stockholders' or the Corporation's knowledge, threatened against the Corporation at law, in equity or otherwise, in, before, or by, any court or Governmental Authority. There are no unsatisfied judgments or outstanding orders, injunctions, decrees, stipulations or awards (whether rendered by a court, an administrative agency or by an arbitrator) against the Corporation.

(e) Compliance with Laws. The Corporation's business is not being conducted in violation of any law, ordinance or regulation of any Governmental Authority. All governmental approvals, permits and licenses required to conduct the Corporation's business

have been obtained and are in full force and effect and are being complied with in all material respects.

(f) Taxes. The Corporation has filed or caused to be filed all tax returns that it was required to file and has paid or caused to be paid all taxes shown to be due on such tax returns. All such filed tax returns were correct and complete in all material respects. No tax return of the Corporation is currently the subject of any audit, examination, investigation, suit or other proceeding with respect to taxes and, to the knowledge of the Stockholders, no such audit, examination, investigation, suit or other proceeding is pending or has been threatened in writing. The Corporation has not agreed to waive or extend the statute of limitations with respect to any taxes. The Corporation has paid all fees and franchise taxes as required by Section 7-1.2-1003 of the RIGL.

(g) Title to Properties. The Corporation has valid title to all of the assets and properties which the Corporation owns or uses free and clear of all encumbrances.

(h) No Undisclosed Liabilities. Schedule 7(h) attached hereto sets forth all of the liabilities and obligations of the Corporation.

(i) Employees. Ferranti and Turnbull are the only employees of the Corporation and, since the date of the Corporation's inception, there have not been any other employees of the Corporation.

(j) Contracts. The Corporation has made available to the LLC copies of all material contracts and agreements to which the Corporation is a party. The contracts and agreements identified on Schedule 7(j) attached hereto constitute all contracts and agreements which are material to the Corporation.

(k) Intellectual Property. Except as set forth on Schedule 7(k), the Corporation has not registered any intellectual property rights (including, but not limited to, any patents, trademarks, copyrights, designs and domain names) with any any Governmental Authority. The business of the Corporation does not infringe upon, conflict with or otherwise violate any intellectual property rights of any third party. The Corporation has not received notice of and there are no claims that the business of the Corporation infringes upon, conflicts with or otherwise violates any intellectual property rights of any third party, including any lawsuits or demand letters, nor is there any valid basis for the same. Schedule 7(k) sets forth the Corporation's unregistered intellectual property rights.

8. Covenants of the Stockholders. The Stockholders covenant to cause the Corporation to satisfy prior to the Effective Time the debts and liabilities of the Corporation (collectively, the "Debt") such that after the Effective Time the amount of (i) the Debt and (ii) all legal fees incurred by the LLC or Aperio Networks, LLC in connection with the transactions contemplated hereby, shall not exceed Eighty Two Thousand Five Hundred Dollars (\$82,500.00).

9. Survival. The representations and warranties contained in this Agreement shall survive beyond the Effective Date until the second anniversary thereof, except that the representations and warranties of Paragraphs 7(a) and 7(b) shall survive without limitation, and

the representations and warranties of Paragraph 7(f) shall survive until the expiration of the applicable statute of limitations.

10. Indemnification. From and after the Effective Date the Stockholders agree to indemnify and hold harmless the Surviving Entity against and in respect of any and all losses, claims, damages, liabilities, reasonable costs and expenses, including reasonable legal fees and expenses resulting or arising from (i) any breaches of the Stockholders' or the Corporation's representations and warranties set forth in this Agreement or any other agreement or document delivered or required to be delivered by the Stockholders or the Corporation in connection with the consummation of the transactions contemplated hereunder, (ii) any nonfulfillment of or failure to comply with any covenant of the Stockholders or the Corporation set forth in this Agreement or any other agreement or document delivered or required to be delivered by the Stockholders or the Corporation in connection with the consummation of the transactions contemplated hereunder, and (iii) any penalty or fee imposed by any Governmental Authority in connection with the Corporation's failure to timely file tax returns.

11. Condition to Each Party's Obligations to Effect the Merger. The respective obligations of the LLC and the Corporation to effect the Merger are subject to the approval and adoption of this Agreement and the transactions contemplated hereunder by the LLC and the Corporation in accordance with applicable laws. The Board of Directors of the Corporation has adopted a resolution approving this Agreement and declaring its advisability in the manner prescribed by the RIGL and the Stockholders of the Corporation have adopted a resolution approving this Agreement and the Merger herein provided for in the manner prescribed by the RIGL. The members of the LLC have approved this Agreement and the Merger herein provided for in the manner prescribed by the DLLCA.

12. Covenants of the Surviving Entity. The Surviving Entity hereby agrees to and covenants the following, in accordance with the RIGL:

(a) Service of Process. The Surviving Entity agrees that it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of the Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Corporation against the Surviving Entity.

(b) Agent for Service of Process. The Surviving Entity shall irrevocably appoint the Secretary of State of the State of Rhode Island as its agent to accept service of process in any action, suit or proceeding.

(c) Dissenting Shareholders. The Surviving Entity agrees that it will promptly pay to the dissenting shareholders of the Corporation the amount, if any, to which any such dissenting shareholders shall be entitled under the provisions of the RIGL, with respect to dissenting shareholders.

13. Further Assurances. If at any time the Surviving Entity shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, or record or otherwise, in the Surviving Entity, the title to any property as a result of the Merger provided for by this Agreement, the Surviving Entity is

hereby appointed the due and lawful attorney of the Corporation in its name to execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement, and the Manager of the Surviving Entity is fully authorized in the name of the Corporation to take any and all such action.

14. Entire Agreement. This Agreement constitutes the entire agreement and supercedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the Merger and the transactions contemplated hereunder.

15. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the state of Delaware without regard to the conflict of law principles thereof.

16. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

17. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Facsimile signatures shall have the same force and effect as original signatures.

18. Descriptive Headings. The descriptive headings and captions herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

UPSWING, INC.,
a Rhode Island corporation

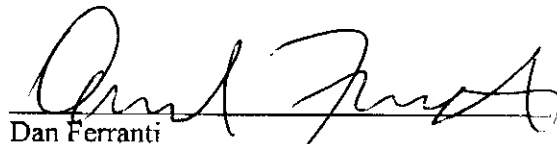
By: _____

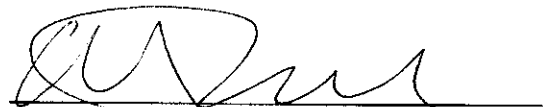

Name: Dan Ferranti
Title: President

UPSWING CRM, LLC,
a Delaware limited liability company

By: _____

Name: John Rourke
Title: Manager


Dan Ferranti


Alex Turnbull

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

UPSWING, INC.,
a Rhode Island corporation

By: _____
Name: Dan Ferranti
Title: President

UPSWING CRM, LLC,
a Delaware limited liability company

By:  _____
Name: John Rourke
Title: Manager

Dan Ferranti

Alex Turnbull

EXHIBIT A
ARTICLES OF MERGER (RI)

**ARTICLES OF MERGER
OF
UPSWING, INC., a Rhode Island corporation
INTO
UPSWING CRM, LLC, a Delaware limited liability company**

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended (the "General Laws"), the undersigned entities submit the following Articles of Merger for the purpose of merging them into one entity.

FIRST: The name and jurisdiction of organization of the business entities to this merger are as follows:

Upswing, Inc., a corporation formed under the laws of the State of Rhode Island.

Upswing CRM, LLC, a limited liability company formed under the laws of the State of Delaware.

SECOND: The laws of the state under which each entity is organized permit such merger.

THIRD: The name of the surviving business entity is **Upswing CRM, LLC**, which is to be governed by the laws of the State of Delaware.

FOURTH: The attached agreement and plan of merger (the "Agreement of Merger") was duly authorized, approved and executed by each of **Upswing CRM, LLC** and **Upswing, Inc.** in the manner prescribed by the laws of the state under which each entity is organized.

FIFTH: These Articles of Merger shall be effective upon filing with the Office of the Secretary of State of Rhode Island and Providence Plantations.

SIXTH: **Upswing CRM, LLC** hereby agrees that it will promptly pay to the dissenting shareholders of **Upswing, Inc.** the amount, if any, to which any such dissenting shareholders shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws, with respect to dissenting shareholders.

SEVENTH: **Upswing CRM, LLC** hereby agrees that it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of **Upswing, Inc.**, in any proceeding for the enforcement of any obligation of **Upswing CRM, LLC**, and in any proceeding for the enforcement of the rights of a dissenting shareholder of **Upswing, Inc.** against **Upswing CRM, LLC**.

EIGHTH: **Upswing CRM, LLC** hereby irrevocably appoints the Secretary of State of the State of Rhode Island as its agent to accept service of process in any action, suit or proceeding and the address to which a copy of such service of process shall be mailed to **Upswing CRM, LLC** by the Secretary of State is: 155 Wooster Street, Suite 3R, New York, New York 10012.

NINTH: As required by Section 7-1.2-1003 of the General Laws, **Upswing, Inc.** has paid all fees and franchise taxes.

TENTH: Except insofar as the laws of the State of Delaware provide otherwise, the effect of the merger shall be the same as provided in Section 7-16-63 of the General Laws.

Signatures Contained on Following Page

UNDER PENALTY OF PERJURY, we declare and affirm that we have examined these Articles of Merger, including any accompanying attachments, and that all statements contained herein are true and correct, and the undersigned have executed these Articles of Merger this 3rd day of September, 2007.

UPSWING CRM, LLC

By: _____

John Rourke
John Rourke
Manager

UPSWING, INC.

By: _____

Dan Ferranti
President

UNDER PENALTY OF PERJURY, we declare and affirm that we have examined these Articles of Merger, including any accompanying attachments, and that all statements contained herein are true and correct, and the undersigned have executed these Articles of Merger this 13th day of September, 2007.

UPSWING CRM, LLC

By: _____
John Rourke
Manager

UPSWING, INC.

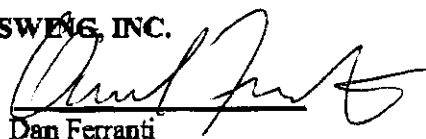
By: 
Dan Ferranti
President

EXHIBIT B
CERTIFICATE OF MERGER (DE)

**CERTIFICATE OF MERGER
MERGING
UPSWING, INC., a Rhode Island corporation
WITH AND INTO
UPSWING CRM, LLC, a Delaware limited liability company**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act (the “Act”), the undersigned, for purposes of merging **Upswing, Inc.**, a Rhode Island corporation with and into **Upswing CRM, LLC**, a Delaware limited liability company, hereby certifies as follows:

FIRST: The name and jurisdiction of formation or incorporation of the business entities to this merger are as follows:

Upswing, Inc., a corporation incorporated under the laws of the State of Rhode Island.

Upswing CRM, LLC, a limited liability company formed under the laws of the State of Delaware.

SECOND: An agreement and plan of merger (the “Agreement of Merger”) has been approved and executed by each of **Upswing CRM, LLC** (in accordance with Section 18-209 of the Act) and **Upswing, Inc.** (in accordance with Title 7 of the Rhode Island General Laws).

THIRD: The name of the surviving business entity shall be **Upswing CRM, LLC**, a Delaware limited liability company.

FOURTH: This Certificate of Merger shall be effective upon filing with the Secretary of State of Delaware.

FIFTH: The Agreement of Merger is on file at the principal place of business of **Upswing CRM, LLC**, the surviving business entity located at 155 Wooster Street, Suite 3R, New York, New York 10012.

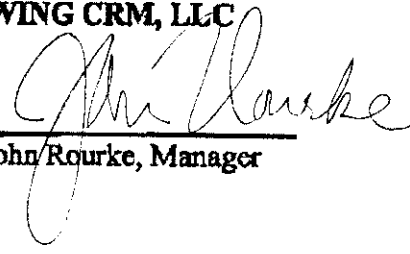
SIXTH: A copy of the Agreement of Merger shall be furnished by **Upswing CRM, LLC**, the surviving business entity, on request and without cost, to any member of **Upswing CRM, LLC** and to any stockholder of **Upswing, Inc.**

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger
this 13th day of September, 2007.

UPSWING CRM, LLC

By:



John Rourke, Manager