

RECORDATION FORM COVER SHEET

06-23-1998

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)



100744029

To the Commissioner of Patents RECORD the attached original documents or copy thereof.

1. Name of conveying party(ies): Zimpro Passavant Environmental Systems, Inc. [] individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Wisconsin 6-12-98 [] Other Additional name(s) of conveying party(ies) attached? [x] Yes [] No

2. Name and address of receiving party(ies) Name: Zimpro Environmental, Inc. Internal Address: Street Address: 301 West Military Road Rothschild, Wisconsin 54474 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Wisconsin [] Other

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [x] Change of Name [] Other Execution Date: February 8, 1993

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] yes [x] no (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 923,799 Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence Concerning document should be mailed: Name: Peter C. Lando Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210

6. Total number of applications and registrations involved: [1] 7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account The Commissioner is authorized to charge: 8. Deposit Account No: 23/2825

DO NOT USE THIS SPACE

9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Peter C. Lando Name of Person Signing Signature June 10, 1998 Date Total number of pages including cover sheet, attachments, and document: [4]

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

06/22/1998 TTON11 00000196 923799 01 FC:481 40.00 DP

TRADEMARK REEL: 1743 FRAME: 0642

CERTIFICATE OF MERGER
OF
ZIMPRO ENVIRONMENTAL, INC.
INTO
U.S. FILTER/ZIMPRO, INC.

**Under Section 252 of the
Delaware General Corporation Law**

Pursuant to Section 252(c) of the Delaware General Corporation Law ("DGCL"), U.S. Filter/Zimpro, Inc., a Delaware corporation ("USFZ"), hereby certifies the following in connection with the merger (the "Merger") of Zimpro Environmental, Inc., a Wisconsin corporation ("Zimpro Environmental"), with and into USFZ:

1. Name and State of Incorporation. The names and states of incorporation of Zimpro Environmental and USFZ, which are the only constituent corporations in the Merger (the "Constituent Corporations"), are:

<u>Name</u>	<u>State of Incorporation</u>
Zimpro Environmental, Inc.	Wisconsin
U.S. Filter/Zimpro, Inc.	Delaware

2. Agreement of Merger. The Agreement and Plan of Merger, dated as of May 31, 1996 by and between Zimpro Environmental and USFZ ("Agreement of Merger") setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of Zimpro Environmental and USFZ in accordance with the provisions of Section 180.1101 of the Wisconsin Business Corporation Law and Sections 103 and 252 of the DGCL, respectively.

3. Name of Surviving Corporation. The name of the corporation surviving the Merger is "U.S. Filter/Zimpro, Inc." (the "Surviving Corporation").

4. Certificate of Incorporation of Surviving Corporation. The Certificate of Incorporation of USFZ in effect immediately prior to consummation of the merger shall be the Certificate of Incorporation of the Surviving Corporation.

PII-608780.1

5. Agreement of Merger on File. An executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation, which is located at 301 W. Military Road, Rothschild, Wisconsin 54474.


6. Copy of Agreement of Merger. A copy of the Agreement of Merger will be furnished by the Surviving Corporation on request and without cost, to any stockholder of either of the Constituent Corporations.

7. Authorized Capital Stock of Zimpro Environmental. Immediately prior to the effective date of the Merger there were 1,000 authorized shares of Common Stock, par value \$.01, of Zimpro Environmental.

[This space intentionally left blank.]

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of
this 31st day of May, 1996.

U.S. FILTER/ZIMPRO, INC.


By: Damian C. Georgino
Title: Vice President

96 MAY 31 P12 : 20
**ARTICLES OF MERGER
OF
ZIMPRO ENVIRONMENTAL, INC.
AND
U.S. FILTER/ZIMPRO, INC.**

**To the Secretary of State
State of Wisconsin:**

Pursuant to the provisions of the Wisconsin Business Corporation Law, the domestic business corporation and the foreign business corporation herein named do hereby submit the following Articles of Merger pursuant to 180.1105 and 180.1107.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Zimpro Environmental, Inc., a Wisconsin corporation, with and into U.S. Filter/Zimpro, Inc., a Delaware corporation, as approved by resolution adopted at a meeting by the Board of Directors of Zimpro Environmental, Inc. on May 31, 1996 and by resolution adopted at a meeting by the Board of Directors of U.S. Filter/Zimpro, Inc. on May 31, 1996.
2. With respect to Zimpro Environmental, Inc., the Plan of Merger was approved in accordance with the provisions of Section 180.1103 of the Wisconsin Business Corporation Law.
3. The merger of Zimpro Environmental, Inc. with and into U.S. Filter/Zimpro, Inc. is permitted by the laws of the jurisdiction of organization of U.S. Filter/Zimpro, Inc. and has been authorized in compliance with said laws.
4. The effective time and date of the merger herein provided for shall be the date and time that the Articles of Merger are duly filed with the Wisconsin Secretary of State.

P11-609560.1

Executed on May 31, 1996

ZIMPRO ENVIRONMENTAL, INC.

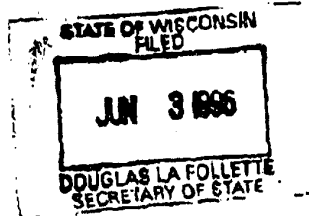
By: Dominic C. George
Name: Dominic C. George
Title: PRESIDENT

U.S. FILTER/ZIMPRO, INC.

By: Dominic C. George
Name: VIC PRESIDENT
Title: _____

This document was drafted by:

KIRKPATRICK & LOCKHART LLP
1500 Oliver Building
Pittsburgh, PA 15222
ATTN: Cindy Sahish



AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of May 31, 1996 ("Agreement") by and between Zimpro Environmental, Inc., a Wisconsin corporation ("Zimpro"), and U.S. Filter/Zimpro, Inc., a Delaware corporation ("New Zimpro"). Zimpro and New Zimpro are sometimes hereinafter collectively referred to as the "Constituent Corporations."

BACKGROUND

In order to take advantage of a more modern corporate law statute and a more fully-developed body of corporate case law, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

Article I

Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Zimpro shall be merged with and into New Zimpro (the "Merger") pursuant to the provisions of the Wisconsin Business Corporation Law and the Delaware General Corporation Law, the separate corporate existence of Zimpro shall cease, and New Zimpro shall be the surviving corporation ("Surviving Corporation") and continue its existence under Delaware law under the name "U.S. Filter/Zimpro, Inc."

Effect of Merger. At the effective time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of said Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thenceforth as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach

P11-608R10-1

to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Shareholder Approval. Subsequent to the execution of this Agreement, Zimpro and New Zimpro shall submit this Agreement to each of its shareholders for their approval pursuant to the applicable provisions of the Wisconsin Business Corporation Law and the Delaware General Corporation Law, respectively.

Instruments of Merger. Following the approval of this Agreement by the shareholders of Zimpro, upon fulfillment or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of the State of Wisconsin the appropriate Articles of Merger (the "Articles of Merger") and with the Secretary of State of the State of Delaware the appropriate Certificate of Merger ("Certificate of Merger"), each duly executed between and by Zimpro and New Zimpro in accordance with the respective requirements of the Wisconsin Business Corporation Law, Delaware General Corporation Law and this Agreement.

Effective Time. The Merger shall become effective as of the date and time that the Articles of Merger are duly filed with the Secretaries of State (such date and time being herein sometimes referred to as the "Effective Time").

Article II

Certificate of Incorporation; Bylaws. The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of New Zimpro as in effect at the Effective Time without further shareholder action. The Bylaws of the Surviving Corporation shall be the same as the Bylaws of New Zimpro in effect at the Effective Time without further shareholder action.

Directors. The directors of New Zimpro immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

Officers. The officers of New Zimpro immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

Article III

Conversion of Stock. At the Effective Time:
Each share of the common stock, \$.01 par value per share, of Zimpro ("Zimpro Common Stock") issued and outstanding immediately prior to the Effective Time and each share of

Zimpro Common Stock held in Zimpro's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, \$.01 par value, of New Zimpro issued and outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, automatically be converted into one share of Common Stock, par value \$.01 per share, of the Surviving Corporation.

Article IV

Conditions to Merger. Consummation of the Merger is subject to the satisfaction of the following conditions on or before the Effective Time:

Shareholder Approval. The Merger shall have received the requisite approval of the sole shareholder of Zimpro and New Zimpro;

Third Party Consents. All required consents of third parties with respect to the transactions contemplated by this Agreement are obtained.

These condition regarding third-party consents set forth above may be waived in the discretion of the Board of Directors of the Company.

Article V

Modification and Termination. Notwithstanding satisfaction of the conditions set forth in Article IV hereof, at any time before the Effective Time, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Zimpro and New Zimpro, provided that no modification, unless adopted and approved by the shareholders of Zimpro in the manner prescribed under Wisconsin law, shall (i) change the amount or kind of shares to be received as a result of the Merger following the approval of this Agreement by the shareholders of Zimpro, (ii) change any of the terms of the Certificate of Incorporation or (iii) change the terms of this Agreement, if any such change would adversely affect the shareholders of Zimpro; and (b) this Agreement may be terminated and abandoned, or its consummation deferred for a reasonable period, if in the opinion of Zimpro's Board of Directors, or in the case of deferral, of an authorized officer, such action would be in the best interests of Zimpro and its shareholders.

Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Zimpro such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Zimpro, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and

on behalf of Zimpro or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the State of Delaware.

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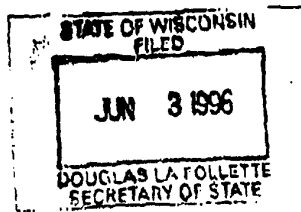
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Zimpro Environmental, Inc.

By: Daniel C. Georgine
PRESIDENT

U.S. Filter/Zimpro, Inc.

By: Daniel C. Georgine
Vice PRESIDENT

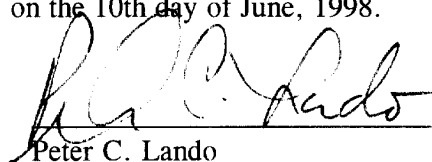


UNITED STATES PATENT AND TRADEMARK OFFICE

Owner: U.S. Filter/Zimpro, Inc.
a corporation of Delaware
Business
Address: 301 West Military Road
and Situs: Rothschild, Wisconsin 54474
Reg. No.: 923,799
Registered: November 16, 1971
Mark: HYDRO-CLEAR
Class No.: 11

CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8(a)

The undersigned hereby certifies that this document is being placed in the United States mail with first-class postage attached, addressed to Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the 10th day of June, 1998.


Peter C. Lando

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Transmitted herewith are the following documents:

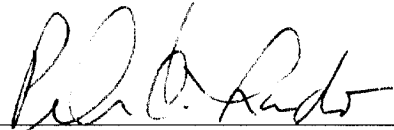
- Assignment Recordation Cover Sheets (2)
- Certified copy of Change of Name from Zimpro Passavant Environmental Systems, Inc. to Zimpro Environmental, dated February 8, 1993

[X] Copy of Certificate of Merger of Zimpro Environmental, Inc. into U.S. Filter/Zimpro, Inc., dated May 31, 1996

If the enclosed papers are considered incomplete, the Mail Room and/or the Application Branch is respectfully requested to contact the undersigned at (617)720-3500, Boston, Massachusetts.

A check in the amount of \$80.00 is enclosed to cover the filing fee. If the fee is insufficient, the balance may be charged to the account of the undersigned, Deposit Account No. 23/2825. A duplicate of this sheet is enclosed.

Respectfully submitted,



Peter C. Lando
Wolf, Greenfield & Sacks, P.C.
600 Atlantic Avenue
Boston, MA 02210-2211
(617)720-3500

Attorney Docket No.: Z0088/2007
Dated: June 10, 1998
DDXNDD

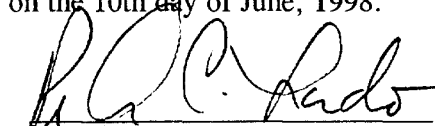
Attorney Docket No.: Z0088/2007

UNITED STATES PATENT AND TRADEMARK OFFICE

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a corporation of Delaware
Business
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and Situs: Rothschild, Wisconsin 54474
Reg. No.: 923,799
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Peter C. Lando

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Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

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185817.1

TRADEMARK
REEL: 1743 FRAME: 0655

[X] Copy of Certificate of Merger of Zimpro Environmental, Inc. into U.S. Filter/Zimpro, Inc., dated May 31, 1996

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Respectfully submitted,



Peter C. Lando
Wolf, Greenfield & Sacks, P.C.
600 Atlantic Avenue
Boston, MA 02210-2211
(617)720-3500

Attorney Docket No.: Z0088/2007
Dated: June 10, 1998
DDXNDD

01 L025857

ARTICLES OF AMENDMENT

DFI/CCS/Corp
Fm 30 (7/96)

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the document on file in the Corporations unit of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.



Richard L. Dean
Richard L. Dean, Secretary
Department of Financial Institutions

DATE: FEB 26 1997

BY: *Patricia Weber*

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

FEB 18 8 01 AM '97

(printed name)

President

(officer's title)
FEB 18 12:00PM

133230 DCORP 40 40.00

D. This document was drafted by G. P. Anderson

(name of individual required by law)

SEE REVERSE for Instructions, Suggestions, Filing Fees and Procedures

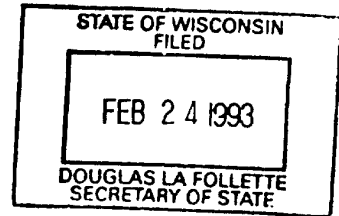
Printed on Recycled Paper

TRADEMARK

ARTICLES OF AMENDMENT Stock(for profit)

Name Change

\$40.00



G. P. Anderson
Zimpro Passavant Environmental Systems, Inc.
301 West Military Road
Rothschild, WI 54474

Please indicate where you would like the acknowledgement copy of the filed document sent. Please include complete name and mailing address.

Your phone number during the day: (715) 359 - 7211

INSTRUCTIONS (Ref. sec. 180.1006 Wis. Stats. for document content)

Submit one original and one exact copy to Secretary of State, P.O. Box 7846, Madison, Wisconsin, 53707-7846. The original must include an original, manual signature (sec. 180.0120(3)(c), Wis. Stats.)

A. State the name of the corporation (before any changes effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "RESOLVED, THAT, Article 1 of the Articles of Incorporation is hereby amended to read as follows. . . etc.")

If an amendment provides for an exchange, reclassification or cancellation of issued shares, state the provisions for implementing the amendment if not contained in the amendment itself.

B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark one of the three choices to indicate the method of adoption of the amendment(s).

By Board of Directors - Refer to sec. 180.1002 Wis. Stats. for specific information on the character of amendments that may be adopted by the Board of Directors without shareholder action.

By Board of Directors and Shareholders - Amendments proposed by the Board of Directors and adopted by shareholder approval. Voting requirements differ with circumstances and provisions in the articles of incorporation. See sec. 180.1003 Wis. Stats. for specific information.

By Incorporators or Board of Directors - Before issuance of shares - See sec. 180.1005 Wis. Stats. for conditions attached to the adoption of an amendment approved by a vote or consent of less than 2/3rds of the shares subscribed for.

C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An officer (or incorporator if directors have not yet been elected) of the corporation or the fiduciary if the corporation is in the hands of a receiver, trustee, or other court-appointed fiduciary. At least one copy must bear an original manual signature.

D. If the document is executed in Wisconsin, sec. 14.38(14) Wis. Stats. provides that it shall not be filed unless the name of the drafter (either an individual or a governmental agency) is printed in a legible manner.

FILING FEES

Submit the document with a minimum filing fee of \$40.00, payable to SECRETARY OF STATE. If the amendment causes an increase in the number of authorized shares, provide an additional fee of 1 cent for each new authorized share. When the document has been filed, an acknowledgement copy stamped "FILED" will be sent to the address indicated above.

