

08-27-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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MD 8/24/98

To the Honorable Commissioner of Patent and Trademarks

100806176

and original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Stearns Airport Equipment Co., Inc. of Texas
2525 Stemmons Freeway
Dallas, Texas 75207

2. Name and Address of Party(ies) receiving an interest:

STEARNS AIRPORT EQUIPMENT COMPANY I, LLC
1717 Walnut Hill Lane
Irving, Texas 75038

AUG 24

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Texas
- Other

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Texas
- Other
- Citizenship

3. Interest Conveyed:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Execution Date: March 30, 1998

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s) 75/377,188; 75/377,189

B. Trademark Registration No.(s) 1,055,926

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anna Conyers Kuhn, Esq.
Baker & Botts, L.L.P.
Street Address: 2001 Ross Avenue
City: Dallas
State: Texas Zip: 74201

6. Number of applications and registrations involved: Three (3)

7. Amount of fee enclosed or authorized to be charged: \$90.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

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.

B. K. Drinkwater
Name of Person Signing

Signature

August 21, 1998

Date

Total number of pages including cover sheet 11

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

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02 FEB 1999

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**ARTICLES OF MERGER
OF
STEARNS AIRPORT EQUIPMENT CO., INC. OF TEXAS
WITH AND INTO
STEARNS AIRPORT EQUIPMENT COMPANY I, LLC**

FILED
In the Office of the
Secretary of State of Texas
MAR 30 1998

March 26, 1998

Pursuant to the provisions of Articles 10.01 et seq. of the Texas ~~Business~~ ^{Corporations} ~~Act~~ ^{Act} (the "TLLCA"), which permits the merger provided for herein, Stearns Airport Equipment Co., Inc. of Texas, a Texas corporation ("Stearns of Texas") and Stearns Airport Equipment Company I, LLC (the "Company" and, with Stearns of Texas, the "Merging Companies"), execute these Articles of Merger for the purpose of merging Stearns of Texas with and into the Company, with the Company being the surviving corporation (the "Merger").

1. **Merger Agreement.** Attached hereto as Exhibit A and incorporated herein by reference is the Plan of Reorganization and Agreement of Merger (the "Merger Agreement"), that was adopted by the Board of Directors of Stearns of Texas and by the Members of the Company, pursuant to and in the manner prescribed by applicable provisions of the TLLCA. A copy of the resolution of merger adopted by the Board of Directors of Stearns of Texas and the Members of the Company approving the Merger are attached hereto as Exhibits B and C, respectively and incorporated herein by reference. The resolutions were each approved on March 26, 1998.

2. **Effective Time.** The Merger will become effective upon the date and time when the Merger Agreement is made effective under the law of the State of Texas.

3. **Capitalization.** The authorized capital stock of Stearns of Texas consists of 10,000 shares of Common Stock, \$1.00 par value per share, of which 10,000 shares are issued and outstanding. The outstanding interests of members in the Company consist of 10,000 Membership Interests.

4. **Shareholder Approval.** The holders of 10,000 shares of Stearns of Texas Common Stock, being all of the shares entitled to vote, approved the Merger Agreement by unanimous written consent on March 26, 1998. The Members holding of 10,000 Membership Interests, being all of the Membership Interests entitled to vote, approved the Merger Agreement by unanimous written consent on March 26, 1998.

5. **Approvals by Stearns of Texas and the Company.** The approval of the Merger Agreement was duly authorized by all actions required by the Texas Business Corporation Act, the law under which Stearns of Texas is incorporated, and by its constituent documents. The approval of the Merger Agreement was duly authorized by all actions required by the TLLCA, the law under which the Company is organized, and by its constituent documents.

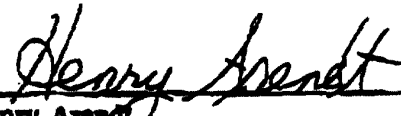
6. **Franchise Taxes.** The Company will be responsible for the payment of all fees and franchise taxes of the Merging Companies and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

7. Surviving Company. The Company, as the surviving company in the Merger, shall be governed by the laws of the State of Texas, the jurisdiction of its organization.


IN WITNESS WHEREOF, the parties have executed these Articles of Merger as of the date first written above.

STEARNS AIRPORT EQUIPMENT CO.,
INC. OF TEXAS
A Texas corporation

ATTEST:

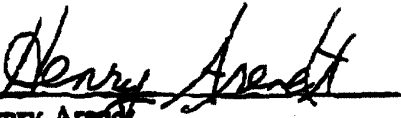

Henry Arendt
Secretary

By:

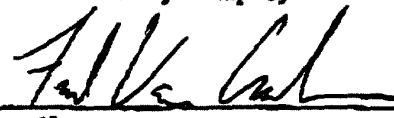

Fred Van Acker
President

STEARNS AIRPORT EQUIPMENT
COMPANY, LLC
A Texas limited liability company

ATTEST:


Henry Arendt
Secretary

By:


Fred Van Acker
President

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PLAN OF REORGANIZATION AND AGREEMENT OF MERGER

This PLAN OF REORGANIZATION AND AGREEMENT OF MERGER (hereinafter called the "Merger Agreement") is made as of March 26, 1998, by and between Stearns Airport Equipment Co., Inc. of Texas, a Texas corporation (hereinafter called "Stearns of Texas") and Stearns Airport Equipment Company, LLC, a Texas limited liability company (hereinafter called the "Company" or "Surviving Company").

WITNESSETH:

WHEREAS, Stearns of Texas and the Company desire to adopt a plan of reorganization resulting in a tax free "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Directors of Stearns of Texas and the Members of the Company deem it advisable and to the advantage of said persons that Stearns of Texas merge with and into the Company (the "Merger") pursuant to the provisions of this Merger Agreement;

NOW, THEREFORE, the parties do hereby adopt and make themselves respectively parties to the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Stearns of Texas shall merge with and into the Company in accordance with the following terms, conditions and other provisions:

1. **Merger.** Stearns of Texas shall be merged with and into the Company and the Company shall survive the Merger and shall be the Surviving Company, effective at the date and time when this Merger Agreement is made effective under the laws of the State of Texas (the "Effective Time").

2. **Articles of Incorporation and Bylaws.** The Articles of Organization of the Company, as amended and in effect at the Effective Time, shall continue to be the Articles of Organization of the Surviving Company without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Regulations of the Company, as amended and in effect on the Effective Time, shall continue to be the Regulations of the Surviving Company without change or amendment until further amended in accordance with the provisions thereof and applicable law.

3. **Manager.** From and after the Effective Time, the Manager of the Surviving Company shall consist of that person who, immediately prior to the Effective Time, was the Manager of the Company, and he shall hold office until such time as his successor has been elected and qualified, unless sooner removed, disqualified or deceased. From and after the Effective Time, the officers of the Company immediately prior to the Effective Time shall hold the offices in the Surviving Company which they then held in the Company, until such time as their respective successors have been elected or appointed and qualified, unless sooner removed, disqualified or deceased.

4. **Succession.** At the Effective Time, the Company shall succeed to Stearns of Texas in the manner of and as more fully set forth in Article 10.04§A of the Texas Limited Liability Company Act.

5. **Conversion of Common Stock.**

a. Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each of the issued and outstanding shares of Common Stock, par value \$1.00 per share, of Stearns of Texas ("Stearns of Texas Common Stock"), shall be converted into and exchanged for one Membership Interest in the Company ("Company Membership Interest") and the existing Company Membership Interests representing the initial capital contributions of each Member to the Company shall be cancelled, retired and shall cease to be outstanding. Shares of Stearns of Texas Common Stock which are treasury shares shall not be converted in the Merger. Each certificate representing shares of Stearns of Texas Common Stock immediately prior to the Effective Time shall thereafter not evidence any interest in Stearns of Texas and shall be surrendered to the Company.

b. Notwithstanding perfection by any former Stearns of Texas shareholder who dissents from the Merger of his right to receive payment for his shares of Stearns of Texas Common Stock pursuant to applicable law, the shares of Stearns of Texas Common Stock held by such former Stearns of Texas shareholder immediately prior to the Effective Time shall be converted in the Merger into Company Membership Interests as provided in paragraph (a) of this Section, which, from and after the making by the Company of the required payment therefor, shall be held and disposed of by the Company subject to the requirements of applicable law.

6. **Amendment and Termination.** This Merger Agreement may be amended by the parties hereto, with the approval of their respective Board of Directors and Members, at any time prior to the Effective Time, whether before or after approval hereof by the shareholders of Stearns of Texas, but after such approval by the shareholders of Stearns of Texas, no amendments shall be made which materially adversely affect the rights of the shareholders of Stearns of Texas, without further approval of such shareholders. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval hereof by the shareholders of Stearns of Texas, by mutual consent of the Board of Directors of Stearns of Texas and the Members of the Company.

7. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Stearns of Texas such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Stearns of Texas, and otherwise to carry out the purposes of this Merger Agreement, and the Manager of the Surviving Company is fully authorized in the name and on behalf of Stearns of Texas or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. Conditions to the Merger. The obligations of the parties under this Merger Agreement shall be subject to: (a) the approval, ratification and confirmation of this Merger Agreement by the shareholders of Stearns of Texas; and (b) the procurement of all other consents and approvals, and the satisfaction of all other requirements prescribed by law, which are necessary in connection with the Merger.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent that the laws of the United States of America are applicable.

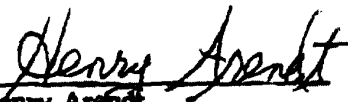
10. Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement.

11. Availability of Merger Agreement. An executed Plan of Reorganization and Agreement of Merger is on file at the principal place of business of the Company, 1717 Walnut Hill Lane, Irving, Texas 75028, and will be furnished by the Company, on written request and without cost, to any shareholder of Stearns of Texas or Member of the Company.


IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Stearns of Texas and the Members of the Company, is hereby executed on behalf of each of said persons by the duly authorized persons whose signatures appear below.

STEARNS AIRPORT EQUIPMENT CO.,
INC. OF TEXAS
A Texas corporation

ATTEST:

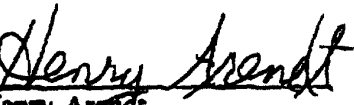

Henry Arendt
Secretary

By:

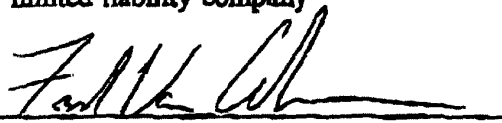

Fred Van Acker
President

STEARNS AIRPORT EQUIPMENT COMPANY, LLC
A Texas limited liability company

ATTEST:


Henry Arendt
Secretary

By:


Fred Van Acker
President

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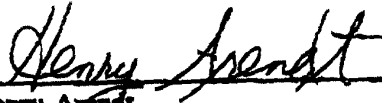
OFFICERS' CERTIFICATE
OF
STEARNS AIRPORT EQUIPMENT CO., INC. OF TEXAS
(a Texas corporation)

Fred Van Acker and Henry Arendt, do hereby certify that they are, respectively, the President and the Secretary of Stearns Airport Equipment Co., Inc. of Texas, a Texas corporation; that the total number of outstanding shares of said corporation entitled to vote on the merger described in the Plan of Reorganization and Agreement of Merger to which this certificate is attached was 10,000 shares of Common Stock; and that the principal terms of the Plan of Reorganization and Agreement of Merger in the form attached were approved by that corporation by unanimous written consent of the holders of all shares entitled to vote on the matter.

IN WITNESS WHEREOF, the undersigned declare the statements contained in this certificate to be true of their own knowledge under penalty of perjury and have executed this certificate on March 26, 1998.



Fred Van Acker
President




Henry Arendt
Secretary

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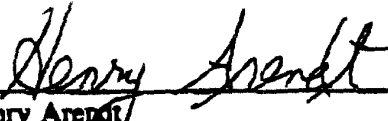
**OFFICERS' CERTIFICATE
OF
STEARNS AIRPORT EQUIPMENT COMPANY, LLC
(a Texas limited liability company)**

Fred Van Acker and Henry Arendt do hereby certify that they are the President and Secretary, respectively, of Stearns Airport Equipment Company, LLC, a Texas limited liability company, that the total number of Membership Interests of said company entitled to vote on the merger described in the Plan of Reorganization and Agreement of Merger to which this certificate is attached was 10,000 Membership Interests; and that the principal terms of the Plan of Reorganization and Agreement of Merger in the form attached were approved by that company by unanimous written consent of the Members holding all of the Membership Interests entitled to vote on the matter.

IN WITNESS WHEREOF, the undersigned declare the statements contained in this certificate to be true of their own knowledge under penalty of perjury and have executed this certificate on March 26, 1998.



Fred Van Acker
President



Henry Arendt
Secretary

DDDOCCS

The ABOVE MERGER AGREEMENT, having been executed on behalf of each party thereto, and having been adopted separately by each party thereto in accordance with the provisions of the Texas Limited Liability Company Act, the President of Stearns Airport Equipment Co., Inc. of Texas and the President of Stearns Airport Equipment Company, LLC do now hereby execute the said Merger Agreement as the respective act, deed and agreement of each of said persons on this 26th day of March, 1998.

STEARNS AIRPORT EQUIPMENT CO.,
INC. OF TEXAS
A Texas corporation

ATTEST:

Henry Arendt
Henry Arendt
Secretary

By: Fred Van Acker
Fred Van Acker
President

STEARNS AIRPORT EQUIPMENT COMPANY, LLC
A Texas limited liability company

ATTEST:

Henry Arendt
Henry Arendt
Secretary

By: Fred Van Acker
Fred Van Acker
President

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Exhibit B

RESOLVED, that this Corporation be merged (the "Merger") with and into Stearns Airport Equipment Company, LLC, a Texas limited liability company, pursuant to Article 10.01 et seq. of the Texas Limited Liability Company Act;

RESOLVED, FURTHER, that the Merger be effected pursuant to the Plan of Reorganization and Agreement of Merger (the "Merger Agreement"), attached hereto as Exhibit A, which is hereby approved and adopted in all respects; and

RESOLVED, FURTHER, that the officers of this Corporation be, and they hereby are, authorized and directed to execute and deliver the Merger Agreement and to perform all acts and to execute and file all documents necessary to effectuate the Merger pursuant to the laws of the State of Texas.

Exhibit C

RESOLVED, that this Company be merged (the "Merger") with Stearns Airport Equipment Co., Inc. of Texas, a Texas corporation, with this Company being the surviving corporation in the Merger, pursuant to Article 10.01 et seq. of the Texas Limited Liability Company Act (the "TLLCA");

RESOLVED, FURTHER, that the Merger be effected pursuant to the Plan of Reorganization and Agreement of Merger (the "Merger Agreement"), attached hereto as Exhibit A, which is hereby approved and adopted in all respects; and

RESOLVED, FURTHER, that the Manager of this Company be, and he hereby is, authorized and directed to execute and deliver the Merger Agreement and to perform all acts and to execute and file all documents necessary, including without limitation, Articles of Merger, to effectuate the Merger pursuant to the TLLCA.

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