

09-23-1998

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/21/1998 JSHBAZZ 00000030 1541067

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 OP
100.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

REEL: 1790 FRAME: 0493

TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Carole Moorehouse



9/16/98

Name of Person Signing

Signature

Date Signed

D057667U

ENDORSED-FILED
In the office of the Secretary of State
of the State of California

SEP 04 1998

BILL JONES, Secretary of State

AGREEMENT OF MERGER


This is an Agreement of Merger (this "Agreement"), dated as of August 28, 1998, by and between Rambrook-Neel Corporation, a California Corporation ("Rambrook"), and Aceomatic-Recon LLC, a Delaware Limited Liability Company (the "Surviving LLC").

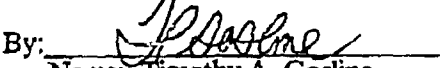
The parties hereby prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

1. Merger of Rambrook into Surviving LLC. On the Effective Date (as defined in paragraph 6 below), Rambrook will merge with and into the Surviving LLC (the "Merger"), and the existence of Rambrook will cease. The Surviving LLC to the Merger is and will continue its existence under Delaware law as a Limited Liability Company. The name of the Surviving LLC shall be unchanged.
2. Certificate of Formation. On the Effective Date, the Certificate of Formation (the "Certificate"), as filed with the Delaware Secretary of State on August 3, 1998, will become the Certificate of the Surviving LLC and will thereafter continue to be its Certificate until changed as provided by law.
3. Members. On the Effective Date, the sole member of the Surviving LLC shall be the sole member of the Surviving LLC as set forth in the Limited Liability Company Agreement.
4. Shares. Each issued share of the non-surviving corporation immediately prior to the effective date and time of the Merger shall, at the effective time and date of the Merger, be canceled without consideration.
5. Assets and Liabilities. As a result of the Merger, by operation of law and without further act or deed, on the Effective Date, all of the property, rights, interests and other assets of Rambrook will be transferred to and vested in the Surviving LLC and the Surviving LLC will assume all of the liabilities of Rambrook.
6. Approval, Filing and Effective Date. If the Agreement has not been terminated pursuant to paragraph 7 hereof, (i) an appropriate Certificate of Merger will be executed and shall become effective upon filing by the parties hereto under Delaware law (the "Effective Date"); and (ii) an appropriate Certificate of Merger shall be filed by the parties hereto under California law.
7. Termination. This Agreement may be terminated and the Merger abandoned by the members of Surviving LLC or the Directors of Rambrook at any time prior to the Effective Date.


IN WITNESS WHEREOF, the parties hereto have caused this duly approved Agreement to be executed by their respective authorized representatives as of the day and year first above written.

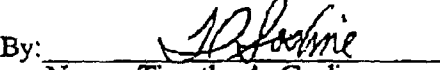
RAMBROOK NEEL CORPORATION

By: 
Name: James R. Fleming
Title: President and Treasurer

By: 
Name: Timothy A. Gosline
Title: Vice President and Secretary

ACEOMATIC-RECON LLC

By: 
Name: James R. Fleming
Title: President

By: 
Name: Timothy A. Gosline
Title: Vice President and Secretary