

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

02-23-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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12/14/98

RECORDATION FORM COVER SHEET
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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 **28**

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
12 11 98 TM
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **Leader Industries, Inc.**

12/11/98

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name **Horton Emergency Vehicles Company**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **3800 McDowell Road**

Address (line 2) _____

Address (line 3) **Grove City**

OH/USA

43123

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Indiana**

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.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS

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REEL: 1809 FRAME: 0661

FORM PTO-1618B
Expires 08/30/99
OIA 0851-0027

Page 2

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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 (317)630-5907

Name

Craig M. Carpenter, Sommer & Barnard, PC

Address (line 1)

4000 Bank One Tower

Address (line 2)

111 Monument Circle

Address (line 3)

Indianapolis, IN 46204

Address (line 4)

Pages

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

3

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)

2010589		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 285.

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.

Craig M. Carpenter, Esq.

Name of Person Signing

Craig M. Carpenter
Signature

12/11/98

Date Signed

PLAN OF MERGER

THIS PLAN OF MERGER, dated and effective as of the 11th day of December, 1998, among Leader Industries, Inc., a California corporation (hereinafter referred to as the "Merging Corporation"), Horton Emergency Vehicles Company, an Indiana corporation (hereinafter referred to as the "Surviving Corporation"), and Horton Enterprises, Inc., an Indiana corporation (hereinafter referred to as the "Parent Corporation"),

WITNESSETH THAT:

WHEREAS, the Merging Corporation is a corporation organized under the California General Corporation Law, §§ 1-1-100 *et seq.*, (the "California Law"), its Articles of Incorporation having been filed with the Office of the California Secretary of State on January 14, 1975, with authorized capital stock consisting of 7,500 shares, \$10 par value, of which 500 shares are issued and outstanding;

WHEREAS, Surviving Corporation is a corporation organized under the Indiana Business Corporation Law, Indiana Code §§ 23-1-17-1 *et seq.*, (the "Indiana Law"), its Articles of Incorporation having been filed with the Office of the Indiana Secretary of State on June 4, 1997, with authorized capital stock consisting of 10,000 common shares, no par value, of which 1,000 shares are issued and outstanding and are owned by Parent (collectively, the "Surviving Corp. Shares");

WHEREAS, Parent Corporation is a corporation organized under the Indiana law, its Articles of Incorporation having been filed with the Office of the Indiana Secretary of State on June 4, 1997, with authorized capital stock consisting of (i) 20,000,000 common shares, no par value (the "Parent Common Shares"), of which 2,000,000 shares are issued and outstanding, and (ii) 10,000,000 preferred shares, none of which are issues and outstanding;

WHEREAS, the Boards of Directors and shareholders of the Merging Corporation and of the Surviving Corporation and the Board of Directors of the Parent Corporation desire that the Merging Corporation merge with and into the Surviving Corporation pursuant to the provisions of the California Law and the Indiana Law and under Section 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended, in the manner set forth herein (the "Merger"); and

WHEREAS, the Boards of Directors and shareholders of the Merging Corporation and the Surviving Corporation and the Board of Directors of the Parent Corporation, have approved and adopted this Plan of Merger.

NOW, THEREFORE, the following Plan of Merger is adopted:

ARTICLE I
Parties to the Merger

Section 1.1. The Surviving Corporation. The name of the corporation into which the Merging Corporation proposes to merge is "Horton Emergency Vehicles Company," which name shall not change as a result of the Merger.

Section 1.2. The Merging Corporation. The name of the corporation proposing to merge with and into the Surviving Corporation is "Leader Industries, Inc."

ARTICLE II
Manner and Basis for Converting Shares:
Terms and Conditions of the Merger

Section 2.1. Effective Time of Merger. The Merger shall be effective upon filing (a) the articles of merger and this Plan of Merger with the Office of the Indiana Secretary of State in accordance with Indiana Law, and (b) the officer's certificate and this Plan of Merger with the Office of the California Secretary of State in accordance with California Law (the "Time of Merger").

Section 2.2. Conversion of Shares. At the Time of Merger: (a) the Merging Corporation shall merge with and into the Surviving Corporation; (b) each share of the Merging Corporation issued and outstanding immediately prior to the Time of Merger shall be converted into and exchanged for the right to receive \$6,120.998 in cash and 520.24 shares of Parent Common Shares, and (c) the separate existence of the Merging Corporation shall cease. The outstanding Surviving Corp. Shares shall not be converted, exchanged or altered in any manner as a result of the Merger and shall remain as outstanding shares of the Surviving Corporation.

Section 2.3. Certificates of Parent Common Shares. Each certificate representing the shares of Parent Common Shares issuable upon the surrender of the certificates representing the shares of the Merging Corporation shall bear the following legend:

"The shares represented by this certificate have not been registered under the laws of the United States or any applicable state laws relating to the offer and sale of securities; and accordingly, they may not be transferred unless so registered or unless an exemption from such registration is available. No transfer of these shares shall be permitted unless an opinion of the holder's counsel, satisfactory to the issuer's counsel, is received that said transfer is exempt from registration under applicable federal and state law."

Section 2.4. Attributes and Liabilities of the Surviving Corporation. Upon the Time of the Merger, the Surviving Corporation shall possess all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of the Surviving Corporation and the Merging Corporation, and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to the Merging Corporation, as well as the Surviving Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. At such time, the Surviving Corporation shall also

thereupon and thenceforth be responsible and liable for all of the liabilities and obligations of the Merging Corporation and the Surviving Corporation, in the same manner and to the same extent as if the Surviving Corporation had itself incurred the same or contracted therefor.

Section 2.5. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporation to take any and all such actions.

ARTICLE III
Articles of Incorporation and Bylaws
of the Surviving Corporation

The Articles of Incorporation and the Bylaws of the Surviving Corporation as existing at the Time of Merger shall continue as such in full force and effect until altered, amended or repealed.

ARTICLE IV
Directors and Officers

The directors and officers of the Surviving Corporation as existing at the Time of Merger shall continue in office as such, each to hold office until his successor shall have been elected or until his earlier resignation or removal.

IN WITNESS WHEREOF, the Merging Corporation, the Surviving Corporation and the Parent Corporation have each duly executed and delivered this Plan of Merger as of the date first above written.

LEADER INDUSTRIES, INC.

By: Gary S. Hunter, President
Gary S. Hunter, President

By: Sheryl L. Hunter, Secretary
Sheryl L. Hunter, Secretary

HORTON EMERGENCY VEHICLES
COMPANY

By: C. Miles Schmidt, Jr., President
C. Miles Schmidt, Jr., President

By: Frederick A. Niebauer, Secretary
Frederick A. Niebauer, Secretary

HORTON ENTERPRISES, INC.

By: C. Miles Schmidt, Jr., President
C. Miles Schmidt, Jr., President

By: Matthew C. Hook, Secretary
Matthew C. Hook, Secretary