

11-16-1998



100877857

11/12/98

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
- Change of Name
- Other

Effective Date
Month Day Year
11 18 93

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
10 2 93

- 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 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.)
 - Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

11/13/1998 DNGUYEN 00000180 1771324

FOR OFFICE USE ONLY

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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

Name

Address (line 1)

Address:

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,771,324"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

KRISTIN BROZOVIC

Name of Person Signing

Kristin Brozovic

Signature

11/6/98

Date Signed

1989040204

ARTICLES OF MERGER
(August, 1987)

Prescribed by Evan Bayh
Secretary of State of Indiana

Present Original and One Copy
Filing Fee: \$90

APPROVED
AND
FILED
IND. SECRETARY OF STATE

ARTICLES OF MERGER/SHARE EXCHANGE
OF

VEHICLE CONCEPTS, INC.

RECEIVED
AUG 17 9 11 00
JOSEPH H. ROSSSETT

INTO

WARRICK INDUSTRIES, INC.

In compliance with the requirements of the Indiana Business Corporation Law, the undersigned corporations desiring to effect a merger or share exchange, set forth the following facts:

Article I

SURVIVING CORPORATION

SECTION 1:

The name of the corporation surviving the merger is:

Warrick Industries, Inc.

~~has~~/has not (~~designated which~~) 1989040204 and such name been changed as a result of the merger. 04/04/89

SECTION 2:

(Strike inapplicable section)

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Act.

~~xxxx The surviving corporation is a foreign corporation incorporated under the laws of the State of xxxxxxxxxx and advised xxxxxxxxxx (assignee which) to do business in Indiana xxxxxxxxxx the surviving xxxxxxxxxx to do business in Indiana xxxxxxxxxx the date of advice xxxxxxxxxx (if Application for Admission is filed xxxxxxxxxx with xxxxxxxxxx approval of Application for Admission) xxx~~

c. ~~The surviving corporation does not intend to transact business in Indiana.~~

PLAN OF MERGER AGREEMENT

THIS PLAN OF MERGER AGREEMENT is made and entered effective the 2nd day of October, 1993, by and between WARRICK INDUSTRIES, INC., herein referred to as "Surviving Corporation", and VEHICLE CONCEPTS, INC., herein referred to as the "Merging Corporation".

W I T N E S S E T H :

WHEREAS, the Surviving Corporation is an Indiana Corporation with its principal offices in Elkhart, Indiana, and

WHEREAS, the Merging Corporation is an Indiana Corporation, with its principal office in Elkhart, Indiana, and

WHEREAS, the Surviving Corporation and the Merging Corporation have agreed to a plan of re-organization in order to effect certain administrative, managerial, financial and accounting purposes, which plan calls for the merger of the Merging Corporation into the Surviving Corporation,

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of all considerations being hereby acknowledged, the Surviving Corporation and Merging Corporation agree to make such merger subject to the following terms and conditions;

1. The Closing of this Plan of Merger Agreement, and of the matters herein contemplated shall take place at the principal office of the Surviving Corporation at 10:00 a.m. on the 2nd day of October, 1993, or at such other time and place agreed upon by all parties (the "Closing").

2. At or after Closing, the proper officers of the Surviving Corporation and Merging Corporation shall execute, on behalf of each respective party, all matters and documents necessary to effectuate the merger herein contemplated, including any Articles of Merger required for filing with the Secretary of State of Indiana, and all assignments or other matters necessary to transfer assets to the Surviving Corporation. Surviving Corporation will file all necessary documents with the Secretary of State of Indiana.

3. Upon the effective date of the merger, the Merging Corporation shall merge into and become part of the Surviving Corporation, which shall survive the merger and continue to be known as "Warrick Industries, Inc.", and the separate existence of the Merging Corporation shall thereupon cease. Upon the consummation of the merger, all issued and outstanding shares of stock of the Merging Corporation shall be delivered to the Surviving Corporation and the shareholders of the Merging Corporation each of whom is a shareholder of the Surviving Corporation, have acknowledged that acceptance of this merger by Surviving Corporation is sufficient consideration.

4. Upon the effective date of the merger, Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, whether public or private of each of the parties hereto; 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 or due to each of the parties hereto shall be taken and deemed to be transferred to and vested in the surviving Corporation without further act or deed; and the title to any real estate, or any interest therein under the laws of the State of Indiana, or any other state, vested in any of the parties hereto shall not revert or be in any way impaired by reason of such merger.

5. Upon the Closing, the Surviving Corporation shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of each of the parties hereto in the same manner and to the same extent as if the Surviving Corporation had itself incurred such liabilities and obligations, or had contracted therefor; and any claim existing or action or proceeding pending by or against any of the parties hereto may be prosecuted to judgment as if such merger had not taken place or the surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any party hereto shall be impaired by this merger, but any such liens shall be limited to the property upon which they were liens immediately prior to the time of this merger.

6. The Articles of Incorporation, together with all amendments thereto, and the By-Laws of the Surviving Corporation as they exist on the effective date of merger shall continue to be the Articles of Incorporation and the By-Laws.

respectively, of the Surviving Corporation upon and after the effective date of this merger until changed or amended in accordance with the terms thereof.

7. All members of the Board of Directors and all officers of the Surviving Corporation on the effective date of this merger shall be and continue as the directors and officers of the Surviving Corporation after such date, to hold office for the same terms and upon the same conditions as existed prior to the merger.

8. This Agreement and each of its provisions shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that this Agreement can not be assigned by any party except by or with the written consent to all other parties.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed by their duly authorized officers on the date first above written.

WARRICK INDUSTRIES, INC.

BY: _____

Its: _____

VEHICLE CONCEPTS, INC.

BY: _____

Its: _____

4.