

03-01-1999



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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKATA

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.)

02/09/1999 SBURNS 00000112 2010589

FOR OFFICE USE ONLY

01 FC:401 40.00 OP
02 FC:482 25.00 OP

000007685
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 Fund Total:

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

REEL: 1817 FRAME: 0764

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2010589"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1781317"/>	<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.

Craig M. Carpenter, Esq.
Name of Person Signing


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 Edward J. Bauman Associates, Inc., a North Carolina 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 North Carolina Business Corporation Act, §§ 55-1-01 et seq., (the "North Carolina Law"), its Articles of Incorporation having been filed with the Office of the Secretary of State on May 8, 1990, with authorized capital stock consisting of 100,000 shares, \$1.00 par value, of which 47,791.8 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 (i) 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 North Carolina 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 "Edward J. Bauman Associates, 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 articles of merger and this Plan of Merger with the Office of the North Carolina Secretary of State in accordance with North Carolina 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 either (at the election of the holder of such share) (i) \$302.18 in cash, or (ii) 34.2313 shares of Parent Common Shares; and (c) the separate existence of the Merging Corporation shall cease. A shareholder need not make the same election with respect to all shares held by such shareholder. No fractional Parent Common Share shall be issued and in lieu thereof a holder of any fractional share shall receive cash in an amount equal to \$9.71 times the fraction of a Parent Common Share that would otherwise be issued to such holder. 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. Certificate 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.

ATTEST

Signature

Greg Warmuth, Assistant Secretary
Printed Name, Title

(CORPORATE SEAL)

HORTON EMERGENCY VEHICLES
COMPANY

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

EDWARD J. BAUMAN ASSOCIATES, INC

By: Mark S. Van Arnam, President

HORTON ENTERPRISES, INC.

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

James K. Sommer
William C. Barnard
Dan G. Sterner
James E. Hughes
Edward W. Harris III
Frederick M. King
Jerald I. Ancel
James A. Strain
Eric R. Johnson
Gordon L. Pittenger
Frank J. Deveau
John Taylor
Robert R. Clark
Michael C. Terrell
Marlene Reich

Richard C. Richmond II
Julianne S. Lis-Milam
Steven C. Shockley
Erick D. Ponader
Lawrence A. Varone
Donald C. Biggs
Gayle A. Reindl
Philip L. McCool
Ann Carr Mackey
Edwin J. Broecker
Thomas R. DeVoe
Mary T. Doherty
Scott R. Alexander
Pamela H. Sherwood
Regina M. Sharrow

Ralph A. Caruso II
Lanae M. Harden
Craig M. Carpenter
F. Anthony Paganelli
Margaret L. Smith
Michael J. Alerding
Jill E. Reese
Bryan W. Aydelotte
Of Counsel:
Jerry Williams
Debra McVicker Lynch
Charles E. Valliere
Robert B. Bennett, Jr.
Joseph L. Champion

Please reply to Bank One Tower address

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Edward J. Bauman Associates, Inc.
Registration Nos.: 2010589 and 1781317
Mailing Date: December 11, 1998

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

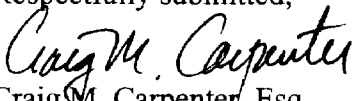
TRANSMITTAL LETTER

Please record the attached copy of the original Plan of Merger dated December 11, 1998, by which the Registrant, Edward J. Bauman Associates, Inc., a North Carolina company, merged with and into Horton Emergency Vehicles Company, an Indiana company.

Also enclosed is (i) a duplicate copy of the original Plan of Merger which I ask that you file-stamp and return in the enclosed self-addressed, stamped envelope, and (ii) a check for the recording fee in the amount of \$310.00. A duplicate copy of this letter is enclosed for the convenience of the U.S. Patent and Trademark Office.

The undersigned attorney encourages the Assignment Branch to call him if there are any problems or questions with respect to the recordation of the attached document.

Respectfully submitted,


Craig M. Carpenter, Esq.
Sommer & Barnard, PC
4000 Bank One Tower, 111 Monument Circle
Indianapolis, IN 46204-5140
Telephone: (317) 630-4000

CMC/caj
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