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U.S. Department of Commerce
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12/11/98

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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

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other

Effective Date
Month Day Year
12-11-98

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)

- 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

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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 (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"/>
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Number of Properties

Enter the total number of properties involved.

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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:

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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

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