

RECORDATION FORM
TRADEMARK

12-14-1998

U.S. Department of Commerce
Patent and Trademark Office

MRD 12/9/98



100921247

ments or copy thereof

To the Honorable Commissioner of Patents and Trademarks:

<p>1. Name of conveying party(ies): Speeflo Manufacturing Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Texas <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Titan Tool, Inc. Internal Address: 107 Bauer Drive Oakland, NJ 07436 Street Address: 107 Bauer Drive Oakland, NJ 07436 City: Oakland State: NJ Zip: 07436</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the U.S., a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: November 19, 1996</p>	

4. Application number(s) or patent number(s):

A. Trademark Application No.(s): _____

B. Trademark Registration No.(s): 740,892

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP Internal Address: Atty. Dkt.: F8800.207 Attn: William E. Powell, III Street Address: 2101 L Street, N.W. City: Washington State: D C Zip: 20037-1526</p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 04-1073</p>
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DO NOT USE THIS SPACE

9. 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.

William E. Powell, III *W.E. Powell III* December 9, 1998
Name of Person Signing Signature Date
Reg. No. 39,803

Total number of pages including cover sheet, attachments, and document: 8



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

SPEEFLO MANUFACTURING CORPORATION (a Texas corporation)

RHINO INDUSTRIES, INC. (a Delaware no permit)

with

TITAN TOOL, INC. (a Delaware no permit)

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Dated November 19, 1996.

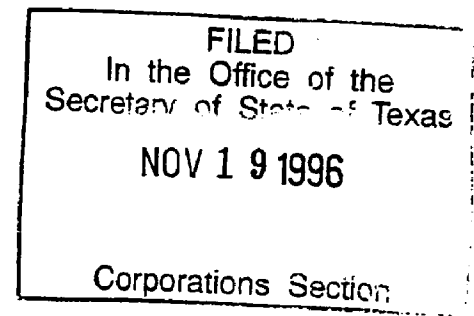
Effective November 19, 1996 :



2007.

Antonio O. Garza, Jr.
Secretary of State

ARTICLES OF MERGER
OF
RHINO INDUSTRIES, INC.,
AND
SPEEFLO MANUFACTURING CORPORATION
INTO
TITAN TOOL, INC.



To the Secretary of State
State of Texas

Pursuant to the provisions of the Texas Business Corporation Act, the domestic corporation and the foreign corporations herein named do hereby adopt the following articles of merger for the purpose of merging the domestic corporation with and into one of the foreign corporations.

1. The names of the constituent corporations are Speeflo Manufacturing Corporation, which is a business corporation organized under the laws of the State of Texas, and which is subject to the provisions of the Texas Business Corporation Act, and Titan Tool, Inc. and Rhino Industries, Inc., each of which is a business corporation organized under the laws of the State of Delaware.
2. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging Speeflo Manufacturing Corporation and Rhino Industries, Inc. with and into Titan Tool, Inc. as approved by the directors and the sole stockholder of each of such constituent corporations.
3. The number of shares of Speeflo Manufacturing Corporation which were outstanding at the time of the approval of the Agreement and Plan of Merger by its sole stockholder and its adoption of a resolution authorizing the merger is 1,000, all of which are of one class.
4. The approval of the Agreement and Plan of Merger by the sole stockholder of Speeflo Manufacturing Corporation was by written consent, which has been

given in accordance with the provisions of Article 9.10 of the Texas Business Corporation Act, and any written notice required by that Article has been given.

5. The approval of the Agreement and Plan of Merger was duly authorized by all action required by the laws under which Titan Tool, Inc. and Rhino Industries, Inc. were incorporated and by their constituent documents.

6. Titan Tool, Inc. will continue to exist as the surviving corporation under its present name pursuant to the provisions of the laws of the State of Delaware and will be governed by such laws.

IN WITNESS WHEREOF, each of the corporations which are parties to the Agreement and Plan of Merger has caused these Articles of Merger to be executed by its duly authorized officer this 4th day of October, 1996.

SPEEFLO MANUFACTURING CORPORATION

By: William A. Schmetz
Name: William A. Schmetz
Title: Asst. Secy.

TITAN TOOL, INC.

By: William A. Schmetz
Name: William A. Schmetz
Title: Asst. Secy.

RHINO INDUSTRIES, INC.

By: William A. Schmetz
Name: William A. Schmetz
Title: Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into as of October 3, 1996 by and among Titan Tool, Inc., a Delaware corporation ("Titan"), Rhino Industries, Inc., a Delaware corporation ("Rhino") and Speeflo Manufacturing Corporation, a Texas corporation ("Speeflo"). Titan, Rhino and Speeflo are collectively referred to herein as the Constituent Corporations.

WITNESSETH:

WHEREAS, Titan Enterprises, Inc., a Delaware corporation owns all of the issued and outstanding shares of the capital stock of each of Titan, Rhino and Speeflo; and

WHEREAS, in order to achieve certain business economies, each of the respective Board of Directors of the Constituent Corporations deems it desirable and in its best interests and in the best interests of its sole stockholder that Rhino and Speeflo merge with and into Titan on the terms and conditions hereinafter set forth and in accordance with Section 252 of the General Corporation Law of the State of Delaware (the "Delaware Law") and Article 5.01 of the Texas Business Corporation Act (the "Texas Law").

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the parties hereto hereby agree as follows:

Section 1 The Merger.

At the Effective Time, Rhino and Speeflo shall be merged with and into Titan in accordance with the applicable provisions of the Delaware Law and the Texas Law and the separate existence of each of Rhino and Speeflo shall thereupon cease, and Titan, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence in accordance with the Delaware Law and the Texas Law under the name Titan Tool, Inc.

Section 2 Approval of the Merger.

This Agreement shall be duly approved by the Board of Directors and the sole stockholder of each Constituent Corporation, in each case by written consent as permitted by the Delaware Law and the Texas Law.

Section 3 Effective Time of the Merger.

Promptly following the approval of this Agreement by the Board of Directors and the sole stockholder of each Constituent Corporation, the parties shall cause the Merger to be consummated by filing with: (i) the Secretary of the State of Delaware an appropriate certificate of merger (the "Certificate of Merger") duly executed in accordance with this Agreement and the Delaware Law; and (ii) the Secretary of State of Texas an appropriate articles of merger (the "Articles of Merger") duly executed in accordance with this Agreement and the Texas Law. The Merger shall become effective upon the later to occur of (x) the filing of the Certificate of Merger with the Secretary of State of Delaware and (y) the filing of the Articles of Merger with the Secretary of State of Texas. The date and time upon which the Merger shall become effective is referred to in this Agreement as the Effective Time.

Section 4 Rights of the Surviving Corporation.

At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a private, as well as of a public, nature, of each of the Constituent Corporations, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, as well as stock subscriptions and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter effectively be the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate, vested by deed, or otherwise, under the Delaware Law, the Texas Law or any other law, in any of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; all in accordance with Section 259 of the Delaware Law and Article 5.06 of the Texas Law.

Section 5 Certificate of the Incorporation.

The Certificate of Incorporation of Titan, as in effect at the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation.

Section 6 By-Laws.

The By-Laws of Titan, as in effect at the Effective Time, shall be the By-Laws of the Surviving Corporation.

Section 7 Directors and Officers.

The directors of the Surviving Corporation at the Effective Time shall be the directors of Titan in office immediately prior to the Effective Time, to serve in accordance with the By-Laws of the Surviving Corporation. The officers of the Surviving Corporation at the Effective Time shall be the officers of Titan in office immediately prior to the Effective Time, to serve in accordance with the By-Laws of the Surviving Corporation.

Section 8 Conversion of Shares.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any securities of the Constituent Corporation:

(a) each share of common stock of Rhino, par value \$.01 per share, outstanding immediately prior to the Effective Time shall be converted into and become the right to receive one share of fully paid and nonassessable common stock of the Surviving Corporation;

(b) each share of common stock of Speeflo, par value \$.01 per share, outstanding immediately prior to the Effective Time shall be converted into and become the right to receive one share of fully paid and nonassessable common stock of the Surviving Corporation; and

(c) each share of common stock of Titan, \$.01 par value per share, outstanding immediately prior to the Effective Time shall remain outstanding and unchanged as a share of common stock of the Surviving Corporation.

Section 9 Supplementary Action.

If at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of any of the Constituent Corporations, or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of the respective Constituent Corporations, in the name of and on behalf of the appropriate Constituent Corporation, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise carry out the purposes and provisions of this Agreement and comply with the provisions of the Delaware Law and the Texas Law.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officer as of the date first above written.

TITAN TOOL, INC.

By: _____

Name:

Title:

RHINO INDUSTRIES, INC.

By: _____

Name:

Title:

SPEEFLO MANUFACTURING
CORPORATION

By: _____

Name:

Title: