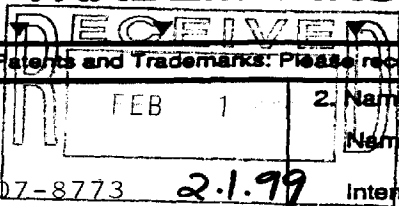


TRADEMARKS C

02-05-1999

COMMERCIAL
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ref.

To the Honorable Commissioner of Patents and Trademarks: Please record!

1. Name of conveying party(ies):

Ridgeline Incorporated
4900 Ondura Drive
Fredericksburg, VA 22407-8773

2. Name and address of receiving party(ies):

Name: Tuftex Corporation

Internal Address:

Street Address: 4900 Ondura Drive

City: Fredericksburg State: VA ZIP: 22407-8773

- Individual(s)
- General Partnership
- Corporation-State Virginia
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Virginia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 31, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

644,606
1,709,894

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: R. Webb Moore, Esquire

Internal Address:

Hirschler, Fleischer, Weinberg, Cox and Allen

Street Address: 701 E. Byrd St., 17th Floor
P.O. Box 500

City: Richmond State: VA ZIP: 23218

6. Total number of applications and registrations involved:

-2-

7. Total fee (37 CFR 3.41):..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/04/1999 JSHBAZZ 00000172 644606

01 FC:481 40.00 DP
02 FC:482 25.00 DP

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.

R. Webb Moore, Esquire

Name of Person Signing

R. Webb Moore
Signature

1/25/99

Date

Total number of pages comprising cover sheet:

-8-

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1848 FRAME: 0959

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

December 31, 1998

The State Corporation Commission finds the accompanying articles submitted on behalf of

TUFTEX CORPORATION

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

RIDGELINE INCORPORATED

is merged into TUFTEX CORPORATION, which continues to exist under the laws of VIRGINIA with the name TUFTEX CORPORATION. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on December 31, 1998, at 11:59 p.m.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT
CIS20436
98-12-22-0131

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

ARTICLES OF MERGER OF

**RIDGELINE INCORPORATED,
(a Virginia corporation)**

AND

**TUFTEX CORPORATION
(a Virginia corporation)**

Pursuant to § 720 of Title 13.1, Chapter 9, Article 12 of the Code of Virginia, as amended, the undersigned corporations hereby execute the following Articles of Merger (the "Articles of Merger") and set forth the following:

ONE

Attached hereto as Exhibit A and incorporated herein by reference is the Agreement and Plan of Merger by which Ridgeline Incorporated, a Virginia corporation ("Ridgeline"), shall be merged with and into Tuflex Corporation, a Virginia corporation ("Tuflex"), which shall be the surviving corporation (the "Plan of Merger"). The name of the surviving corporation shall be Tuflex Corporation.

TWO

The directors of each of Ridgeline and Tuflex have approved the Plan of Merger by signing separate consents and writings setting forth, in each case, a resolution approving the Plan of Merger.

THREE

The sole shareholder of each Ridgeline and Tuflex, by unanimous votes, has adopted the Plan of Merger by signing separate consents in writing setting forth in each case, a resolution approving the Plan of Merger.

FOUR

This merger is permitted by the laws of the Commonwealth of Virginia and all conditions of the laws of this Commonwealth with respects to this merger have been satisfied.

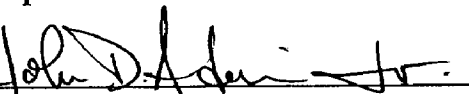
FIVE

The Articles of Merger shall become effective upon December 31, 1998 as set forth in the Certificate of Merger to be issued by the State Corporation Commission of the Commonwealth of Virginia.

RIDGELINE INCORPORATED

a Virginia corporation

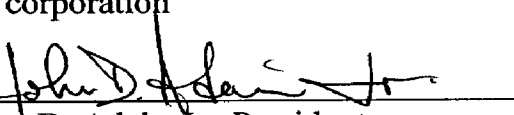
BY:


John D. Adair, Jr., President

TUFTEX CORPORATION,

a Virginia corporation

BY:


John D. Adair, Jr., President

#147694 v.1 18143.02241

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan"), dated as of December 31, 1998, pursuant to Section 13.1-716 of the Code of Virginia of 1950, as amended, of **RIDGELINE INCORPORATED**, a Virginia corporation ("Ridgeline"), with and into **TUFTEX CORPORATION**, a Virginia corporation ("Tuftex" or sometimes referred to herein as the "Surviving Entity") (Ridgeline and Tuftex being sometimes hereinafter collectively called the "Constituent Entities"), provides:

ARTICLE I
THE MERGER

1.1 Surviving Entity.

Subject to the due approval and adoption of this Plan and the merger provided for herein by the sole shareholder of each of Ridgeline and Tuftex, and subject to the conditions hereinafter set forth, upon the Merger Date, as defined below, (a) Ridgeline shall be merged with and into Tuftex (such act being referred to herein as the "Merger"); (b) Tuftex shall be the Surviving Entity; and (c) the Surviving Entity shall continue to be a corporation organized and governed by the laws of the Commonwealth of Virginia.

1.2 Effect of Merger.

Upon the Merger Date, the effect of the Merger shall be as provided in the applicable provisions of the laws of the Commonwealth of Virginia. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date:

(a) The separate existence of Ridgeline shall cease, except insofar as its existence shall be continued by operation of the last sentence of Section 1.2(c) hereof, by operation of Section 1.3 hereof and by operation of the laws of the Commonwealth of Virginia, and the Surviving Entity shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature, and shall be subject to all of the restrictions, disabilities, and duties of Ridgeline; and

(b) all and singular, the rights, privileges, powers, and franchises of Ridgeline, all property, real, personal and mixed, and all debts due to Ridgeline, and all other things in action of or belonging to Ridgeline shall be vested in the Surviving Entity; and

(c) all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving

Entity as they were of Ridgeline, and the title to any real estate vested by deed or otherwise in Ridgeline shall not revert or be in any way impaired; provided, that all rights of creditors and all liens upon any property of Ridgeline shall be preserved unimpaired, and all debts, liabilities, and duties of Ridgeline shall, upon the Merger Date, attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it. Any action or proceeding pending by or against Ridgeline at the Merger Date may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place.

1.3 Supplemental Action.

If at any time after the Merger Date the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, assurances, or any further actions are necessary or desirable to vest, perfect, confirm, or record in the Surviving Entity the title to any property, rights, privileges, powers, and franchises of Ridgeline or otherwise to carry out the provisions of this Plan, the appropriate officers of Ridgeline shall execute or cause to be executed and shall deliver, upon the request of the Surviving Entity, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Entity or otherwise to carry out the provisions of this Plan. In the event any of such officers of Ridgeline refuses or is unable to act, Ridgeline hereby irrevocably appoints the President of the Surviving Entity as its attorney-in-fact (which appointment shall be coupled with an interest and shall survive the Merger) on its behalf to execute such documents and to take such other actions as such President shall deem necessary or desirable to effectuate the provisions of this Plan.

1.4 Articles of Incorporation and Bylaws.

From and after the Merger Date, the Articles of Incorporation and Bylaws of Tuftex shall continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Entity. The Surviving Entity reserves the right to amend, alter, change, or repeal any provisions contained in its Articles of Incorporation and Bylaws in the manner now or hereafter set forth therein or as is or may be prescribed by the laws of the Commonwealth of Virginia, and all of the rights, powers, and privileges of the shareholders of the Surviving Entity are granted and shall be held and enjoyed subject to such reserved rights. Until so amended, altered, changed, or repealed, the Surviving Entity's Articles of Incorporation as in effect immediately prior to the Merger Date shall constitute its Articles of Incorporation separate and apart from this Plan and may be separately certified as the Surviving Entity's Articles of Incorporation.

1.5 Directors and Officers.

The directors and officers of Tuftex in office at the Merger Date shall continue as the directors and officers of the Surviving Entity, and such directors and officers shall hold such positions until the annual meeting of the shareholders of the Surviving Entity next following the Merger Date and until their successors are elected and qualified. If on the Merger Date any vacancies shall exist with respect to the directors and officers of the Merging Entity, each vacancy shall be filled in the manner prescribed by the laws of the Commonwealth of Virginia and the Surviving Entity's Articles of Incorporation and Bylaws.

ARTICLE II
TERMS OF MERGER

2.1 Corporation Stock.

The sole shareholder of each of Ridgeline and Tuftex is the same individual, and such individual holds a percentage of the outstanding capital stock of Ridgeline that corresponds identically with the percentage of the outstanding capital stock of Tuftex held by such individual. Accordingly, the capital stock of Ridgeline that will be outstanding at the time of the Merger shall not be converted into additional shares of stock of Tuftex or into any other rights or property. Rather, upon the Merger, all such stock shall be canceled and rendered void automatically and without any action on the part of the sole shareholder of Ridgeline, and the sole shareholder of Ridgeline shall have no rights in, relating to or resulting from the issued and outstanding capital stock of Ridgeline. The sole shareholder of Ridgeline thereafter shall surrender all stock certificates representing the theretofore issued and outstanding capital stock of Ridgeline, duly endorsed for cancellation or accompanied by a stock power duly endorsed for cancellation.

ARTICLE III
GENERAL

3.1 Merger Date.

The Merger shall become effective upon, and the "Merger Date" shall mean for the purpose of this Plan, December 31, 1998 at 11:59 p.m.

3.2 Action Effecting Merger.

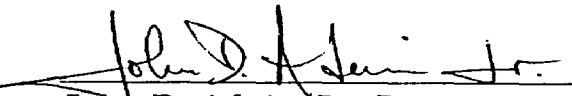
Upon the due approval and adoption of this Plan by the respective shareholder of the Constituent Entities, the President of Tuftex is hereby authorized and directed to take all actions necessary or desirable in effecting the merger on the Merger Date, including, but not limited to, filing Articles of Merger with the Virginia State Corporation Commission.

3.3 Other Agreements.


The Plan shall supersede any other prior agreements, whether written or oral, that may have been made or entered into by either of the Constituent Entities or any of their directors and officers relating to the merger of the Constituent Entities. Nothing set forth herein is intended, or shall be construed, to confer upon or give any individual or any corporation, limited liability company or other entity, other than the Constituent Entities and their respective shareholders and members and the creditors of Ridgeline, any rights or remedies under or by reason hereof.

The undersigned hereby certify that the above Plan of Merger was duly approved and adopted by the Constituent Entities effective December 31, 1998.

RIDGELINE INCORPORATED,
a Virginia corporation

By: 
John D. Adair, Jr., President

TUFTEX CORPORATION,
a Virginia corporation

By: 
John D. Adair, Jr., President

#147773 v.1 18143.02241