

02-26-1999



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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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

02/25/1999 DNGUYEN 00000246 825582

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
325.00 OP

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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: 1861 FRAME: 0223

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="825582"/>	<input type="text" value="787415"/>	<input type="text" value="1017430"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1120517"/>	<input type="text" value="1835444"/>	<input type="text" value="1815920"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1275183"/>	<input type="text" value="1935573"/>	<input type="text" value="1800767"/>

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

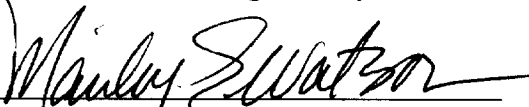
No

Statement and Signature

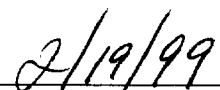
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Marilou E. Watson

Name of Person Signing



Signature



Date Signed

Reg. No. 42,213

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional 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

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 the Assignment.)

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)

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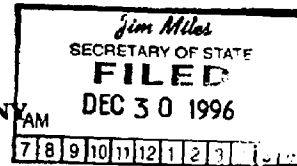
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VERIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.

JAN 28 1999

Jim Miles
SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF MERGER
MERGING APACHE PRODUCTS COMPANY
INTO APC SUBSIDIARY CORP.



The undersigned corporations, pursuant to Section 33-11-105 of the South Carolina Code, as amended, hereby execute the following Articles of Merger:

1. The name of the surviving corporation is APC Subsidiary Corp., a South Carolina corporation. The name of the merging corporation is Apache Products Company, a Florida corporation.
2. APC Subsidiary Corp. has 100 shares of common stock issued, all of which are owned by Jasper Corp. Apache Products Company has 1,000 shares of common stock issued, all of which are owned by Jasper Corp. As a result of the merger contemplated hereby, each share of Apache Products Company shall be converted into one share of APC Subsidiary Corp. such that Jasper Corp. will own all 1,000 shares of APC Subsidiary Corp. The original 100 shares of APC Subsidiary Corp. shall be cancelled and retired.
3. APC Subsidiary Corp. and Apache Products Company entered into an Agreement and Plan of Merger dated December 30, 1996, a copy of which is attached hereto as Exhibit A.
4. The laws of the State of Florida permit the merger contemplated in the Agreement and Plan of Merger and the parties are complying with those laws in effecting the merger.
5. The parties are in compliance with S.C. Code Ann. Section 33-11-101 et seq.
6. The effective date of the merger shall be 5:00 p.m. E.S.T. on December 31, 1996.

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7. On the effective date of the merger, the name of the surviving corporation, APC Subsidiary Corp., is changed to Apache Products Company.

8. The Agreement and Plan of Merger was authorized, adopted and approved by the unanimous written consent of the sole shareholder and Board of Directors of APC Subsidiary Corp. and the sole shareholder and Board of Directors of Apache Products Company.

Dated, this 27 day of December, 1996.

APC SUBSIDIARY CORP.

By: James H. Burgess, Jr.
James H. Burgess, President

APACHE PRODUCTS COMPANY

By: James H. Burgess, Jr.
James H. Burgess, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") dated December 27, 1996, is entered into by and between APC SUBSIDIARY CORP., a South Carolina corporation ("Surviving Company") and APACHE PRODUCTS COMPANY, a Florida corporation ("Merging Company").

RECITALS

1. The Surviving Company is a corporation duly organized on December 27, 1996, and existing under the laws of the State of South Carolina. The principal office of the Surviving Company is 107 Service Road, Anderson, South Carolina 29625.

2. The Merging Company, formerly known as Apache Building Products Company formerly known as APIC Company, is a corporation duly organized on September 5, 1986, and existing under the laws of the State of Florida. The Merging Company is licensed to do business and is doing business in the State of South Carolina. The principal office of the Merging Company is 107 Service Road, Anderson, South Carolina 29625.

3. On the date of this Merger Agreement, the Surviving Company has the authority to issue 1,000 shares of common stock, \$1 par value per share. One hundred (100) shares of common stock have been issued and are owned by Jasper Corp. ("the Parent Company").

4. On the date of this Merger Agreement, the Merging Company has the authority to issue 1,000 shares of common stock, \$1 par value per share. All of the Merging Company's 1,000 shares of common stock have been issued and are owned by Jasper Corp. ("the Parent Company").

5. The Surviving Company and the Merging Company agree to merge. The Boards of Directors of the Surviving Company and the Merging Company have determined that it is advisable and in the best interests of the stockholder that the Merging Company merge with and into the Surviving Company upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of the Merging Company in the State of South Carolina.

6. The Boards of Directors of the Surviving Company and the Merging Company have, by resolutions duly adopted by unanimous written consent pursuant to S.C. Code Ann. § 33-8-210 and pursuant to Fla. Stat. Ann. § 607.0821, respectively, approved this Merger Agreement. The Parent Company has, by resolutions duly adopted by unanimous written consent pursuant to S.C. Code Ann. § 33-7-104 and pursuant to Fla. Stat. Ann. § 607.0704, respectively approved this Merger Agreement as the sole shareholder of the Surviving Company and the Merging Company.

7. Once the merger contemplated by this Merger Agreement has been completed, the parties also intend for the name of the Surviving Company to revert automatically to that of the Merging Company so that the Surviving Company may do business as Apache Products Company.

8. The parties intend by this Merger Agreement to effect a "reorganization" under Section 368 of the Internal Revenue Code of 1986, as amended.

AGREEMENT

In consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Merger.** The Merging Company shall be merged with and into (the "Merger") the Surviving Company. After completion of the merger and by terms of this Merger Agreement, the name of the Surviving Corporation shall be changed to Apache Products Company. The Merger shall become effective at 5:00 p.m. on December 31, 1996 (the "Effective Time").

2. **Governing Documents.**

(a) The Articles of Incorporation of the Surviving Company in effect immediately prior to the Effective Time shall govern the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

(b) The Bylaws of the Surviving Company in effect immediately prior to the Effective Time shall govern the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

3. **Officers and Directors.** The persons who are executive officers of the Merging Company immediately prior to the Effective Time shall, after the Effective Time, be the executive officers of the Surviving Company, without change until their successors have been duly elected and qualified. The directors named in the Surviving Corporation's Articles of Incorporation will serve as directors of the Surviving Corporation.

4. **Succession.** At the Effective Time, the separate corporate existence of the Merging Company shall cease, and the Surviving Company shall possess all the rights, privileges, powers and franchise of a public and private nature and be subject to all the restrictions, disabilities and duties of the Merging Company; and all rights, privileges, powers

and franchises of the Merging Company, and all property, real, personal and mixed, and all debts due to the Merging Company on whatever account shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter the property of the Surviving Company as they were of the Merging Company, and the title to any real estate vested by deed or otherwise 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 the Merging Company shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Company. The employees and agents of the Merging Company shall become the employees and agents of the Surviving Company and shall continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the Merging Company.

5. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Merging Company such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary to order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Company and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of the Merging

Company or otherwise, to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

6. **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of the Merging Company outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one fully paid and non-assessable share of the Surviving Company such that the Parent Company will own all 1,000 shares of the Surviving Company.

(b) The 100 shares of common stock of the Surviving Company shall be cancelled and retired.

7. **Amendment to Articles of Incorporation and Bylaws Regarding Name Change.** Upon consummation of the Merger pursuant to this Merger Agreement and the filing of the Articles of Merger, the Articles of Incorporation and Bylaws of the Surviving Company shall be amended to reflect that the name of the Surviving Company shall be changed to Apache Products Company so that the Surviving Company may do business, and be known, as Apache Products Company. The Surviving Company and Merging Company shall execute all necessary documents and undertake necessary action to effectuate the name change of the Surviving Company.

8. **Conditions.** Consummation of the Merger and related transactions is subject to satisfaction of the following conditions prior to the Effective Time:

(a) The Merger shall have been approved by the Parent Company and all necessary action shall have been taken to authorize the execution, delivery, and performance of this Merger Agreement by the Merging Company and the Surviving Company.

(b) All regulatory approvals necessary in connection with the consummation of the Merger and transactions contemplated thereby shall have been obtained.

(c) No suit, action, proceeding or other litigation shall have been commenced or threatened to be commenced, in the opinion of the Merging Company or the Surviving Company would pose a material restriction on or impair consummation of the Merger, performance of this Merger Agreement or the conduct of the business of the Surviving Company after the Effective Time, or create a risk or subjecting the Merging Company or the Surviving Company, of the Parent Company, officers or directors, to material damages, costs, liability or other relief in connection with the Merger or this Merger Agreement.

9. **Governing Law.** This Merger Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

10. **Amendment.** Subject to applicable law and subject to the rights of the shareholders further to approve any amendment which would have a material adverse effect on the shareholders, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

11. **Deferral or Abandonment.** At any time prior to the Effective Time and in accordance with the provisions of South Carolina and Florida law, this Merger Agreement

may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of the Surviving Company or the Board of Directors of the Merging Company or both, if circumstances arise which, in the opinion of the Board of Directors of the Surviving Company or the Board of Directors of the Merging Company, make the Merger inadvisable or such deferral of the time of consummation advisable.

12. **Counterparts.** This Merger Agreement may be executed in any number of counterparts each of which when taken alone shall constitute an original instrument and when taken together shall constitute but one and the same Merger Agreement.

13. **Assurances.** The Surviving Company and the Merging Company agree to execute any and all documents, and to perform such other acts, which may be necessary or expedient to further the purposes of this Merger Agreement.

IN WITNESS HEREOF, the Surviving Company and the Merging Company have caused this Merger Agreement to be signed by their respective duly authorized officers and delivered this 21 day of December, 1996.

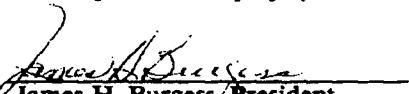
APC SUBSIDIARY CORP.

By: James H. Burgess
James H. Burgess, President

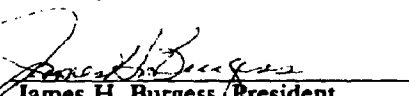
APACHE PRODUCTS COMPANY

By: James H. Burgess
James H. Burgess, President

THE UNDERSIGNED, President of APC SUBSIDIARY CORP. a South Carolina corporation, who executed on behalf of the Corporation the foregoing Agreement and Plan of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Agreement and Plan of Merger to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

By: 
James H. Burgess, President

THE UNDERSIGNED, President of APACHE PRODUCTS COMPANY, a Florida corporation, who executed on behalf of the Corporation the foregoing Agreement and Plan of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Agreement and Plan of Merger to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

By: 
James H. Burgess, President