

03-16-1999



100985609

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-8-99

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

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/KA/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 Assignment.)

FOR OFFICE USE ONLY

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TRADEMARK
REEL: 100985609 FRAME: 0127

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" value="75622698"/>	<input type="text" value="75622697"/>	<input type="text" value="75622696"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1283401"/>	<input type="text" value="1294375"/>	<input type="text" value="1800812"/>
<input type="text" value="1800813"/>	<input type="text" value="1739063"/>	<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.

Kristine Fyfe

Name of Person Signing



Signature

3/4/99

Date Signed

EXHIBIT E

0113421 - 2

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

February 17, 1999

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

COOKSON FIBERS, INC.

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

CERTIFICATE OF MERGER AND RESTATEMENT

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

CAMAC ACQUISITION CORPORATION (A DE CORPORATION NOT QUALIFIED IN VA)

✓ is merged into CAMAC CORPORATION (formerly COOKSON FIBERS, INC.), which continues to exist under the laws of VIRGINIA with the name CAMAC CORPORATION. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on February 17, 1999.

STATE CORPORATION COMMISSION

By *J.V. Morrison*

Commissioner

MERGACPT
CIS20317
99-02-17-0501

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

the foregoing is a true copy of the ARTICLES OF MERGER of CAMAC CORPORATION issued February 17, 1999.

Nothing more is hereby certified.



Signed and Sealed at Richmond
February 17, 1999
on this Date:

Joel H. Beck

Clerk of the Commission

CIS20505

**ARTICLES OF MERGER
OF
CAMAC ACQUISITION CORPORATION
INTO
COOKSON FIBERS, INC.**

Newton

0113421-4

dated February 17, 1999

The undersigned corporations, pursuant to Section 13.1-720 of the Virginia Stock Corporation Act, hereby execute the following articles of merger and set forth:

FIRST: The Agreement and Plan of Merger dated as of February 17, 1999, between Camac Acquisition Corporation ("Camac"), a Delaware corporation and Cookson Fibers, Inc., a Virginia corporation ("Cookson"), is attached hereto as Exhibit A.

SECOND: The Agreement and Plan of Merger was adopted by the unanimous consent of the shareholders of Cookson.

THIRD: The Agreement and Plan of Merger was adopted by the unanimous consent of the shareholders of Camac.

FOURTH: The articles of merger shall become effective immediately upon their filing with the State Corporation Commission of the Commonwealth of Virginia.

The undersigned presidents declare that the facts herein stated are true as of February 17, 1999.

CAMAC ACQUISITION CORPORATION

Date: 2/17/99

By: [Signature]
Name: Edward T. Harvey Jr.
Title: President

COOKSON FIBERS, INC.

Date: 2/17/99

By: [Signature]
Name: Norma Ross Jr.
Title: President

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
BETWEEN
CAMAC ACQUISITION CORPORATION
AND
COOKSON FIBERS, INC.**

AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of February 17, 1999, between Camac Acquisition Corporation, a Delaware corporation ("Camac") and Cookson Fibers, Inc., a Virginia corporation ("Cookson", and collectively with Camac, the "Constituent Corporations").

WHEREAS, the respective Boards of Directors of Camac and Cookson have determined that it is advisable and in the best interests of each of such corporations that Camac merge with and into Cookson, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, SB Acquisition Corporation, a Virginia corporation ("SB Acquisition"), has approved this agreement as sole stockholder of Camac, and

WHEREAS, Camac has approved this agreement as sole stockholder of Cookson.

NOW THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the Constituent Corporations hereto as follows:

1. Names of the Corporation Planning to Merge and the Surviving Corporation. The name of the corporation planning to merge is Camac Acquisition Corporation, and the name of the surviving corporation is Cookson Fibers, Inc.

2. Merger. Camac, pursuant to the provisions of the Virginia Stock Corporation Act, shall merge with and into Cookson, which shall be the surviving corporation from and after the Effective Time (defined below) of the merger and which shall continue to exist as said surviving corporation. The separate existence of Camac shall cease at said Effective Time in accordance with the provisions of the Virginia Stock Corporation Act.

3. Outstanding Shares. On the date of this agreement (a) Camac has outstanding 10,000 shares of common stock, no par value, which are all entitled to vote, (b) Cookson has outstanding 10,000 shares of common stock, no par value, which are all entitled to vote and (c) the number of the shares aforementioned is not subject to change prior to the Effective Time of the merger.

4. Amendment and Restatement of the Articles of Incorporation of the Surviving Corporation. At the Effective Time, the Articles of Incorporation of the surviving corporation will be amended and restated in their entirety. Attached hereto is the text of the Amended and Restated Articles of Incorporation of the surviving corporation.

5. Bylaws. The present bylaws of the surviving corporation will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Virginia Stock Corporation Act.

6. Directors and Officers. The present directors and officers of the surviving corporation shall be the members of the first board of directors and the first officers of the surviving corporation at the Effective Time of the merger, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws or the surviving corporation.

7. Manner and Basis of Converting Shares of Camac into Shares of Cookson. At the Effective Time, each outstanding share of Camac shall be converted into and become one share of Cookson.

8. Share Certificates. At the Effective Time, or as soon thereafter as may be practicable, the surviving corporation shall request that SB Acquisition deliver to the surviving corporation the certificates representing shares of Camac to be exchanged for certificates representing shares of the surviving corporation into which the shares of Camac theretofore represented by such certificates were converted. Until so delivered, such certificates shall for all purposes represent the shares of the surviving corporation into which shares of Camac theretofore represented by such certificates were converted.

9. Further Acts. The Constituent Corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Virginia or the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the State of Virginia, the State of Delaware and elsewhere, to effectuate the merger herein provided.

10. Authorization of Officers. The proper officers of Camac and Cookson are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

11. Service of Process. Cookson, as the surviving corporation, agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Camac.

12. Effective Time. The effective time of this Agreement and the time at which the merger herein agreed upon shall become effective, shall be the date and time when this

Agreement and Articles of Merger of Camac Acquisition Corporation into Cookson Fibers, Inc. are filed with the State Corporation Commission of the Commonwealth of Virginia (the "Effective Time").

IN WITNESS WHEREOF, Camac and Cookson have caused this Agreement to executed and delivered as of the date first written above.

CAMAC ACQUISITION CORPORATION

Date: 2/17/99

By: [Signature]
Name: Edward T. Harvey Jr.
Title: President

COOKSON FIBERS, INC.

Date: 2/17/99

By: [Signature]
Name: Terrence D Daniels
Title: Chairman

**ARTICLE I
NAME**

The name of the Corporation is: **CAMAC CORPORATION**

**ARTICLE II
AUTHORIZED STOCK**

The Corporation shall have the authority to issue 10,000 shares of Common Stock, no par value. Each share of Common Stock shall entitle the record holder thereof to one vote. The Corporation shall not issue any fractional shares.

**ARTICLE III
PURPOSE**

The purpose of this Corporation is to transact any and all lawful business not required to be specifically stated in these Articles of Incorporation for which corporations may be incorporated under the Virginia Stock Corporation Act (the "VSCA")

**ARTICLE IV
LIMIT ON LIABILITY AND INDEMNIFICATION**

(a) To the full extent that the VSCA, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of Directors or Officers, a Director or Officer of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages.

(b) Each Director and Officer who is or was a party to any proceeding (including a proceeding by or in the right of the Corporation) shall be indemnified by the Corporation against any liability imposed upon or asserted against him (including amounts paid in settlement) arising out of conduct in his official capacity with the Corporation or otherwise by reason of the fact that he is or was such a Director or Officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation partnership, joint venture, trust, employee benefit plan or other enterprise, except there shall be no indemnification in relation to matters as to which he shall have been finally adjudged to be liable by reason of having been guilty of (i) willful misconduct or (ii) a knowing violation of criminal law in the performance of his duty as such Director or Officer.

(c) In addition to the indemnification provided under Section (a) and (b), to the full extent permitted by the VSCA and any other applicable law, as they exist on the date hereof or may hereafter be amended, the Corporation shall indemnify a Director or Officer of the Corporation who is or was a party to any proceeding (including a proceeding by or in the right of the Corporation) by reason of the fact that he is or was such a Director or Officer or is or was serving

at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(d) The Corporation is empowered to contract in advance to indemnify any Director or Officer to the extent indemnification is granted under Section (a), (b) and (c). The Board of Directors is also empowered to cause the Corporation to indemnify or contract in advance to indemnify any other person not covered by Section (a), (b) and (c) who was or is a party to any proceeding, by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise to the same extent as if such person were specified as one to whom indemnification is granted under Sections (a), (b) and (c).

(e) The Corporation may advance, pay for and/or reimburse the reasonable expenses incurred by an Officer or Director who is a party to any proceeding in advance of the final disposition thereof if (i) the Officer or Director furnishes the Corporation a written statement of his good faith belief that he has met the standard of conduct described in Section (a), (b) and/or (c) above, (ii) the Officer or Director furnishes the corporation a written undertaking, executed personally and on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct, and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required by clause (ii) above shall be an unlimited general obligation of the Officer or Director but need not be secured and may be accepted without reference to financial ability to make repayment.

(f) The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by such person in any such capacity or arising from his status as such, whether or not the Corporation would have power to indemnify him against such liability under the provision of this Article.

(g) The provisions of this Article shall be applicable to all actions, claims, suits or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.

United States Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
i. "CAMALON"	1,283,401	June 26, 1984
ii. "CAMALON SD"	1,294,375	September 11, 1984
iii. "UNYSILIQUE"	1,800,812	October 26, 1993
iv. "AMERYSILIQUE"	1,800,813	October 26, 1993
v. "AMERICOLOR"	1,739,063	December 8, 1992

United States Trademark Applications

i. "PHOENIX"	App. No. Currently Unavailable, Filed 1/19/99
ii. "UNIVERSAL COLOR"	App. No. Currently Unavailable, Filed 1/19/99
iii. "ULTIMATE FIBER"	App. No. Currently Unavailable, Filed 1/19/99
iv. "LINKS"	App. No. Currently Unavailable, Filed 2/9/99

United States Patent Applications

<u>PATENT</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>
i. Stain Resistant Polyamide Composition and Fibers	08/522,123	August 31, 1995
ii. Improved Stain-Resistant Polyamide Composition and Fibers and Method of Production thereof	08/955,619	October 22, 1997
iii. On-Line Color Monitoring and Control System and Method	09/044,872	March 20, 1998
iv. Process for Making PTT Yarns	09/111,593	July 7, 1998
v. Method of Reuse of Polyamide and Polyester Mixed Waste Carpeting by Addition of of Compatibilizer (foreign license granted 9/17/98)	09/145,250	September 2, 1998
vi. Stain Resistant Polyamide Composition and Fibers (continuation in Part for Item b(i) (foreign filing license granted 12/03/98)	09/190,143	November 12, 1998