

MD 6-1-99

06-07-1999

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

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



101056667

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

75518023

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
12/30/1998
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year
12/28/1998

Name Span Tech, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Kentucky

Receiving

Mark if additional names of receiving parties

Name Span Tech LLC

DBA/KA/TA _____

Composed of _____

Address (line 1) 1115 Cleveland Avenue

Address (line 2) _____

Address (line 3) Glasgow KY 42141
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Kentucky

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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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001907 FRAME: 0502

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="75/518,023"/>	<input type="text" value="75/518,157"/>	<input type="text" value="75/518,022"/>
<input type="text" value="75/518,109"/>	<input type="text" value="75/530,867"/>	<input type="text" value="75/518,108"/>
<input type="text" value="75/531,752"/>	<input type="text" value="75/530,868"/>	<input type="text" value="75/466,435"/>

<input type="text" value="1,587,476"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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.

J. Ralph King

Name of Person Signing

J. Ralph King
Signature

26 MAY 1999

Date Signed

C-466409

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DEC 21 2 54 PM '38

**Articles of Organization
of
Span Tech I, LLC**

The undersigned hereby forms and organizes a limited liability company pursuant to the Kentucky Limited Liability Company Act and adopts the following Articles of Organization of such limited liability company:

Article I

The name of the limited liability company is: SPAN TECH I, LLC.

Article II

The name and street address of the registered agent is:

Mr. James L. Layne
1115 Cleveland Avenue
Glasgow, Kentucky 42141

Article III

The mailing address of the initial principal place of business of the limited liability company is:

P.O. Box 369
Glasgow, Kentucky 42142-0369

Article IV

The management of the limited liability company is reserved to managers elected and/or appointed by the members in accordance with the operating agreement of the limited liability

company. The authority of the managers shall be exercised in accordance with the operating agreement of the limited liability company.

Article V

The duration of the limited liability company shall be perpetual, save and until its dissolution in accordance with the Kentucky Limited Liability Company Act and the operating agreement of the limited liability company.

Article VI

No member, manager, employee or agent of the limited liability company shall be personally liable by reason of being a member, manager, employee or agent of the limited liability company, under a judgment, decree or order of a court, agency or tribunal of any type, or in any manner, in this or any other state, or on any other basis, for a debt, obligation or liability of the limited liability company, whether arising in contract, tort or otherwise.

The status of a person as a member, manager, employee or agent of the limited liability company, shall not subject them to personal liability for the acts or omissions, including any negligence, wrongful act or actionable misconduct, of any other member, manager, agent or employee of the limited liability company.

No member or manager of the limited liability company shall be liable, responsible or accountable in damages or otherwise to the limited liability company or the members thereof for any action taken or failure to act on behalf of the limited liability company unless the act or omission constitutes wanton or reckless misconduct.

The limited liability company shall indemnify any member and/or manager for any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which a person is a party because the person is or was a member of the limited liability company.

Date: 12/10/98

JAMES L. LAYNE, Organizer

Consent of Initial Agent for Service of Process to Serve

I, James L. Layne, having a principal place of business of 1115 Cleveland Avenue, Glasgow, Kentucky 42141, hereby agree and consent to serve as registered office and agent for service of process of Span Tech I, LLC.

Date: 12/10/98

JAMES L. LAYNE

This Instrument Prepared By:

ENGLISH, LUCAS, PRIEST & OWSLEY
Attorneys at Law
1101 College Street
P.O. Box 770
Bowling Green, KY 42102-0770
(502)781-6500

By: WADE T. MARKHAM, II

WADE T. MARKHAM, II

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RECEIVED & FILED

At 5:00

DEC 29 12 03 PM '98

Sanford Perry

**Articles of Merger
of
Span Tech, Inc.
Into
Span Tech I, LLC**

#171459 -

#466409

Pursuant to KRS §§ 275.360 and 271B.11-080 and other applicable law, Span Tech, Inc. and Span Tech I, LLC hereby adopt the following Articles of Merger for the purpose of merging into the surviving business entity of Span Tech I, LLC:

Article I

The name and jurisdiction of the organization of each of the parties hereto is as follows:

- A. Span Tech, Inc., a domestic corporation organized under the laws of the Commonwealth of Kentucky;
- B. Span Tech I, LLC, a domestic limited liability company organized under the laws of the Commonwealth of Kentucky.

Article II

The parties' "Plan of Merger of Span Tech, Inc. into Span Tech I, LLC," which is attached hereto as Exhibit A and incorporated herein, was duly authorized, issued and approved by each constituent business entity in accordance with KRS § 275.350.

Article III

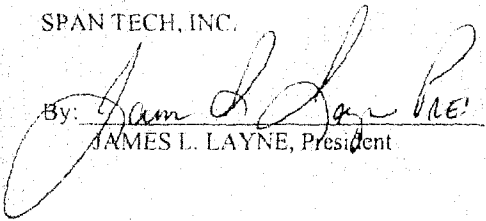
The name of the surviving business entity shall be "Span Tech I, LLC."

Article IV

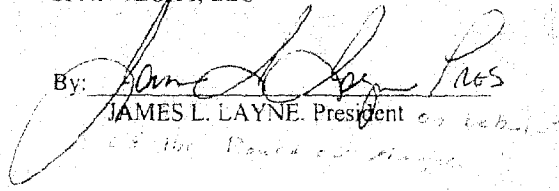
This merger shall take effect upon the 30th day of December, 1998, at 12:01 a.m.

IN TESTIMONY HEREOF witness the authorized signatures on behalf of the two merging business entities on this 28 day of December, 1998.

SPAN TECH, INC.

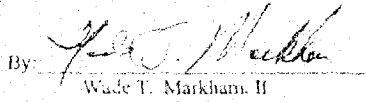
By: 
JAMES L. LAYNE, President

SPAN TECH I, LLC

By: 
JAMES L. LAYNE, President *as authorized*
of the Board of Directors

The Instrument Prepared By:

ENGLISH, LUCAS, PRIEST & OWSLEY
Attorneys at Law
1101 College Street, P. O. Box 770
Bowling Green, KY 42102-0770
(502) 781-6500

By: 
Wade T. Markham, II

13-187

**Plan of Merger
of
Span Tech, Inc.
Into
Span Tech I, LLC**

THIS PLAN OF MERGER ("Plan of Merger") is made and entered into as of the 28 day of December, 1998, by and between Span Tech, Inc. a Kentucky corporation ("Corporation"), and Span Tech I, LLC, a Kentucky limited liability ("LLC").

Article I

A. **Merger of Corporation with and into LLC.** Pursuant to KRS §§ 275.355 and 271B.11-080 and subject to the terms and conditions of this Plan of Merger, Corporation shall be merged with and into LLC ("Merger"), effective as of 12:01 a.m., on December 30, 1998, following the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky ("Effective Time"). The separate corporate existence of Corporation shall thereupon cease and LLC shall be the surviving business entity. The separate existence of LLC, with all its purposes, objects, rights, privileges, powers, franchises, and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the Kentucky Business Corporation Act and the Kentucky Limited Liability Act.

B. **Effect of Merger.** At and after the Effective Time, the Merger will have the effect of KRS § 275.365 including but not necessarily limited to the following:

Exhibit

A

1. Limited liability for the shareholders of the Corporation, for the Members of LLC and by LLC will be retained pursuant to this Plan of Merger and the laws of the Commonwealth of Kentucky.

2. LLC shall possess all of the respective rights, privileges, immunities, powers, franchises, and interests of Corporation in and to every type of property (real, personal, and mixed), and choses in action, all of which shall be transferred to, and vested in, LLC by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding (if any), whether civil, criminal, or administrative, pending by or against Corporation may be continued as if the Merger did not occur, or LLC may be substituted in the proceeding for Corporation in such action or proceeding.

3. LLC shall be liable for all liabilities of Corporation, and all debts, liabilities, obligations, and contracts of Corporation, whether matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved on the balance sheet, or records of Corporation, and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Corporation shall be preserved unimpaired by reason of this Merger.

C. **Additional Actions.** If, at any time after the Effective Time, LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (1) vest, perfect, or confirm of record or otherwise, in LLC its rights, title, or interest in, to, or under any of the rights, properties, or assets of Corporation acquired or to be acquired by LLC as a result of, or in connection with, the Merger, or (2) otherwise carry out the purposes of this Plan of Merger, Corporation and the proper officers and directors of Corporation shall be deemed to have

granted to LLC an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments, and assurances in law, (b) do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in LLC, and (c) otherwise carry out the purposes of this Plan of Merger. The Board of Managers of LLC is fully authorized in the name of the Corporation or otherwise to take any and all such actions.

Article II

A. Conversion of Stock. At the Effective Time:

1. Each share of Corporation's no par value common stock ("Common Stock") which is issued and outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into one share of LLC's Shares ("Shares").

2. No other form of consideration shall be received by the shareholders of the Corporation.

3. Any issued and outstanding shares of the LLC as of the Effective Time shall remain issued and outstanding.

B. Exchange of Stock for LLC Shares. As soon as practicable after the Effective Time, the shareholders of the Corporation shall surrender to LLC any certificates which, prior to the Effective Time, shall have represented shares of the Common Stock.

Article III

A. Articles of Organization. From and after the Effective Time, the articles of organization of LLC shall be the articles of organization of the surviving entity. Provided, however,

the articles of organization of Span Tech I, LLC shall be amended to change the name Span Tech I, LLC to Span Tech LLC.

B. **Operating Agreement.** From and after the Effective Time, the operating agreement of LLC, as the surviving entity, shall be the operating agreement of the surviving entity.

Article IV

A. **Shareholder and Member Approval.** It shall be a condition to the consummation of the Merger that the Merger and this Plan of Merger be submitted to the shareholders who own the Common Stock and to the members who own the Shares and be approved by all of said shareholders and all of said members.

B. **Corporation Common Stock Transfers.** As of the Effective Time, the stock transfer book of the Corporation shall be closed and no transfer of the Common Stock shall thereafter be made or recognized.

Article V

A. **Governing Law.** This Plan of Merger shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

B. **Abandonment.** The Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of the Corporation or Board of Managers of LLC, notwithstanding approval thereof by the shareholders of the Corporation and the members of the LLC.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf as of the day and year first above written.

SPAN TECH I, LLC

SPAN TECH, INC.

By: 

JAMES L. LAYNE, President

By: 

JAMES L. LAYNE, President

This Instrument Prepared By:

ENGLISH, LUCAS, PRIEST & OWSLEY
Attorneys at Law
1101 College Street
P.O. Box 770
Bowling Green, KY 42102-0770
(502)781-6500

By: 

WADE T. MARKHAM, II