

06-30-1999



REC

101079561

ET

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 N/A

Merger

Change of Name

Other _____

06-16-1999
U.S. Patent & TMO/TM Mail Rcpt Dt. #64

Conveying Party

Mark if additional names of conveying parties attached

Name FFSC, Inc. Execution Date 04151997
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Fitz and Floyd, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 501 Corporate Drive

Address (line 2) _____

Address (line 3) Lewisville Texas 75057
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 Delaware

06/29/1999 DNGUYEN 00000241 1278990

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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

TRADEMARK

REEL: 001920 FRAME: 0624

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="1278990"/> | <input type="text" value="1336235"/> | <input type="text" value="1800131"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1315308"/> | <input type="text" value="1346922"/> | <input type="text" value="1812961"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1333763"/> | <input type="text" value="1786792"/> | <input type="text" value="1828895"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

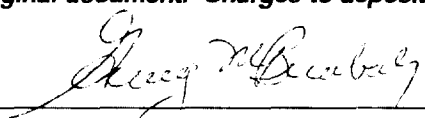
Method of Payment: Enclosed Deposit Account

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.

George M. Borababy  6/15/99
Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|----------------------|----------------------|----------------------|
| 1833358 | <input type="text"/> | <input type="text"/> |
| 1835480 | <input type="text"/> | <input type="text"/> |
| 1836815 | <input type="text"/> | <input type="text"/> |
| 1865822 | <input type="text"/> | <input type="text"/> |
| 1895140 | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

State of Delaware
Office of the Secretary of State

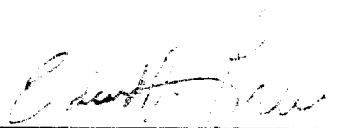
PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"FF HOLDING COMPANY", A TEXAS CORPORATION,

WITH AND INTO "FFSC, INC." UNDER THE NAME OF "FITZ AND FLOYD, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF APRIL, A.D. 1997, AT 12:30 O'CLOCK P.M.




Edward J. Freel, Secretary of State

AUTHENTICATION

2282606 8100M

971348056

DATE 8712797

10-21-97

TRADEMARK

REEL: 001920 FRAME: 0627

CERTIFICATE OF OWNERSHIP AND MERGER**MERGING****FF HOLDING COMPANY,
A TEXAS CORPORATION,****WITH AND INTO****FFSC, INC.,
A DELAWARE CORPORATION**

Pursuant to Sections 253 and 303 of the General Corporation Law of the State of Delaware ("DGCL"), the undersigned individual, being duly authorized, appointed and designated by order of a federal bankruptcy court, to act for, in the name of, and on behalf of FFSC, Inc., a Delaware corporation (the "Corporation"), does hereby execute and file this Certificate of Ownership and Merger with the Delaware Secretary of State for purposes of consummating the corporate reorganization of the Corporation in accordance with such order and more particularly to merge FF Holding Company, a Texas corporation ("FF Holding"), with and into the Corporation, a wholly-owned subsidiary of FF Holding, with the Corporation being the surviving entity and continuing under the name of Fitz and Floyd, Inc. In accordance with the applicable provisions of the DGCL, the undersigned hereby certifies as follows, that:

1. The Corporation is incorporated pursuant to the DGCL.
2. FF Holding owns all of the outstanding shares of each class of capital stock of the Corporation. The Texas Business Corporation Act permits the merger of a parent corporation into a subsidiary in the manner provided by Sections 253 and 303 of the DGCL.
3. Provision for making this Certificate of Ownership and Merger is contained in a an order of a court having jurisdiction of a proceeding under such applicable statute of the United States for the reorganization of the Corporation (as more fully described in paragraphs 4-6 below).
4. The court, file name and case number of the reorganization case in which the order was entered is: *In re FFSC, Inc., Fitz and Floyd Factory Outlet, Inc., Fitz and Floyd*

Factory Outlet of New Jersey, Inc., Fitz and Floyd Factory Outlet of San Marcos, Inc., Fitz and Floyd Factory Outlet of Utah, Inc., Fitz and Floyd Factory Outlet of Maine, Inc., Silvestri Sales Corporation, Silvestri Sales (N.Y.) Corporation, Silvestri International Corporation, and FF Holding Company, Case No. 396-32057-RCM-11 through Case No. 396-32066-RCM-11, United States Bankruptcy Court, Northern District of Texas, Dallas Division (the "Court").

5. The Court has jurisdiction of the case under Sections 1334 and 157, Title 28, United States Code.

6. The date of the Court's order (the "Order") approving the merger is April 11, 1997.

7. The Order authorizes, designates and appoints each of the Chief Executive Officer, the Chief Financial Officer or any Executive Vice President of the Corporation to, for, in the name of, and on behalf of the Corporation, its subsidiaries and FF Holding, execute any and all certificates or other documents and take any actions which are deemed by such officers to be advisable, appropriate, convenient or necessary to effect the reorganization contemplated therein.

8. Upon consummation of the merger, the Corporation shall assume all of the liabilities and obligations of FF Holding and cancel each share of capital stock of FF Holding theretofore outstanding so that such shares of stock automatically cease to be outstanding.

9. Concurrently, with the effectiveness of the foregoing merger, the Corporation desires, and hereby does, change its name from FPSC, Inc. to "Fitz and Floyd, Inc."

10. The Certificate of Incorporation of the Corporation shall be the Certificate of Incorporation of the surviving entity and is hereby amended as follows:

"FOURTH: 4.1 AUTHORIZED SHARES. The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 400,000 shares of common stock (the "Common Stock"), of which 200,000 shares shall be Class A Common Stock, par value \$.01 per share (the "Class A Common Stock") and 200,000 shares shall be Class B Common Stock, par value \$.01 per share (the "Class B Common Stock") and (ii) 14,000 shares of Series A Preferred Stock, par value \$.01 per share. The Corporation shall not issue nonvoting equity securities.

4.2 COMMON STOCK. The following is a statement of the powers, preferences and rights, and the qualifications, limitations, or restrictions thereof, with respect to the Common Stock of the Corporation.

4.2.1. Identical Rights. Except as otherwise provided in this Article Fourth, all shares of Common Stock shall be identical and shall entitle the holder thereof to the same rights and privileges.

4.2.2. Dividends and Redemptions. From and after the date of issuance, the holders of outstanding shares of Common Stock shall be entitled to receive dividends on the shares of Common Stock when, as and if declared by the Board of Directors, out of funds legally available for such purpose; provided that no dividends or distributions may be paid with respect to the Common Stock, and the Company shall not repurchase, redeem or otherwise acquire any Common Stock, so long as any shares of Series A Preferred Stock are outstanding. After all shares of Series A Preferred Stock have been redeemed, each and every Distribution shall be paid to the holders of outstanding shares of Class A Common Stock and Class B Common Stock, respectively, in proportion to the Class A Index and Class B Index applicable to such Distribution. All holders of shares of each Class of Common Stock shall share ratably, in accordance with the numbers of shares of such Class held by each such holder, in all dividends or distributions on shares of such Class of Common Stock payable in cash, in property or in securities of the Corporation (other than shares of Common Stock) and in each redemption, repurchase or other acquisition of such shares. All dividends or distributions declared on shares of Common Stock which are payable in shares of Common Stock shall be declared at the same rate on both Classes of shares, but shall be payable only in shares of Class A Common Stock to the holders of shares of Class A Common Stock and in shares of Class B Common Stock to the holders of shares of Class B Common Stock.

4.2.3. Subdivisions and Combinations. The Corporation shall not in any manner subdivide (by stock split, stock dividend or otherwise), or combine (by stock split, stock dividend or otherwise) the outstanding shares of Common Stock of one class unless the outstanding shares of Common Stock of the other class shall be proportionately subdivided or combined.

4.2.4. Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, the holders of shares of Class A Common Stock and shares of Class B Common Stock, respectively, shall be entitled to share in the assets available for distribution as though such distribution were

being made pursuant to paragraph 4.2.2 above, and within each such Class, the holders thereof shall share ratably with the other holders of such Class, in accordance with the number of shares of such Class held by each such holder, in all of the assets of the Corporation available for distribution to the holders of shares of Common Stock.

4.2.5. Voting Rights. The entire voting power of the Corporation shall be vested equally in the holders of shares of Common Stock and each holder of shares of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder.

4.3 SERIES A PREFERRED STOCK. The following is a statement of the powers, preferences and rights, and the qualifications, limitations or restrictions thereof with respect to the Series A Preferred Stock.

4.3.1. Rank. Each share of Series A Preferred Stock ("Preferred Stock") shall rank equally in all respects. Shares of the Preferred Stock shall rank senior and prior to the Common Stock and, except as approved by the holders of Preferred Stock pursuant to paragraph 4.3.5(c)(i) hereof, to all other classes or series of the capital stock of the Corporation (now or hereafter authorized or issued), with respect to the payment of dividends, redemptions and upon liquidation.

4.3.2. Dividends.

(a) General Obligation. Subject to paragraph 4.3.2(d), when, as and if declared by the Board of Directors of the Corporation, and to the extent permitted under the General Corporation Law of the State of Delaware, the Corporation may pay cash dividends to the holders of the Preferred Stock.

(b) Priority. Except (i) for Permitted Redemptions and (ii) as otherwise approved by the holders of Preferred Stock pursuant to paragraph 4.3.5(b) hereof, so long as any share of Preferred Stock shall remain outstanding, no dividend whatsoever shall be declared or paid upon or set apart for any Junior Security, nor shall any other distribution be made on any Junior Security, nor shall any Junior Security be redeemed, purchased or otherwise acquired by the Corporation or any subsidiary thereof nor shall any moneys be paid to, set aside or made available for a sinking fund for redemption, retirement or purchase or other acquisition of any Junior Security.

(c) Limitation on Dividends Restrictions. Subject to paragraph 4.3.2(d), the Corporation shall not, and shall not permit any Subsidiaries to, agree to

any provision in any agreement which would impose any restrictions on the Corporation's right to declare and pay dividends on or make any redemption of the Preferred Stock unless approved by the holders of Preferred Stock in accordance with paragraph 4.3.5(a).

(d) Limit on Aggregate Payments. Notwithstanding anything to the contrary contained herein, the aggregate of all payments to the holders of the Preferred Stock in respect of dividends and distributions thereon and redemptions, purchases and other acquisitions thereof shall not exceed \$14,000,000. Upon such aggregate payments reaching \$14,000,000, the Preferred Stock shall be deemed retired and no longer outstanding.

4.3.3. Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Preferred Stock will be entitled to be paid out of the assets of the Corporation available for distribution to stockholders (whether from capital, surplus, reserves or earnings), before any distribution or payment is made upon or set apart for any Junior Securities of the Corporation, an amount in cash equal to the aggregate Liquidation Value of all Preferred Stock outstanding and the holders of the Preferred Stock will not be entitled to any further payment. If upon such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation to be distributed among holders of the Preferred Stock are insufficient to permit payment to such holders of the full Liquidation Value of such Preferred Stock, then the entire assets of the Corporation to be distributed to such holders will be distributed ratably among such holders based upon the aggregate Liquidation Value of the Preferred Stock held by each such holder. The Corporation will mail written notice of such liquidation, dissolution or winding up, not less than thirty (30) days prior to the payment date stated therein, to each record holder of Preferred Stock on such date.

4.3.4. Redemptions.

(a) Optional Redemption by the Corporation. Only to the extent that funds are legally available therefor, the Corporation may, upon its giving of the written notice referred to in the next sentence, redeem the Preferred Stock, at its option, in whole or in part, at any time or from time to time, at the Redemption Price. The Corporation will deliver written notice of such redemption not less than thirty (30) and not more than sixty (60) days prior to the Redemption Date stated therein to each record holder of Preferred Stock. If less than all the outstanding shares of Preferred Stock are being redeemed pursuant to this paragraph 4.3.4(a), the shares of Preferred

Stock to be redeemed shall be allocated pro rata among the holders of the then outstanding shares of Preferred Stock in accordance with paragraph 4.3.4(c) below.

(b) Redemption Price. For each share of Preferred Stock which is to be redeemed, the Corporation will be obligated on the applicable Redemption Date to pay, to the extent that there are funds legally available therefor, to the holder thereof (upon surrender of the certificate representing such shares of Preferred Stock) an amount in cash equal to the applicable Redemption Price. If the funds of the Corporation legally available for redemption of Preferred Stock on any Redemption Date in connection with such a redemption are insufficient to redeem the total number of shares of Preferred Stock to be redeemed on such Redemption Date, those funds which are legally available therefor will be used to redeem the maximum possible number of shares of Preferred Stock ratably among the holders of the Preferred Stock. The Corporation shall advise the holders of Preferred Stock in writing of any such postponement in the payment of the Redemption Price on any Redemption Date.

(c) Determination of the Number of Shares of Each Holder's Preferred Stock to be Redeemed. In case of a redemption of only a part of the outstanding shares of Preferred Stock, the number of shares of Preferred Stock to be redeemed from each holder thereof will be the number of shares of Preferred Stock, to the nearest whole share, determined by multiplying the total number of shares of Preferred Stock to be redeemed from all holders of Preferred Stock times a fraction, the numerator of which will be the total number of shares of Preferred Stock then held by such holder and the denominator of which will be the total number of shares of Preferred Stock then outstanding.

(d) No Selective Repurchase Offers. Neither the Corporation nor any of its subsidiaries shall repurchase any outstanding shares of Preferred Stock unless the Corporation either (i) offers to purchase all of the then outstanding shares of Preferred Stock or (ii) offers to purchase shares of Preferred Stock from the holders in proportion to the respective number of shares of Preferred Stock held by each holder accepting such offer. In any such repurchase by the Corporation, if all shares of such Preferred Stock are not being repurchased, then the number of shares of such Preferred Stock offered to be repurchased shall be allocated among all shares of such Preferred Stock held by holders which accept the Corporation's repurchase offer so that such shares of Preferred Stock are repurchased from such holders in proportion to the respective number of such shares of Preferred Stock held by each such holder which accepts the Corporation's offer (or in such other proportion as agreed by all such holders who accept the Corporation's offer). Any repurchase shall be subject to paragraph 4.3.2(d).

(e) Dividends after Redemption Date. No share of Preferred Stock is entitled to any dividends accruing after its Redemption Date. On such Redemption Date all rights of the holder of such share of Preferred Stock as a stockholder of the Corporation by reason of the ownership of such share will cease, and such share of Preferred Stock will thereafter be deemed not to be outstanding.

(f) Redemption of Otherwise Acquired Shares. Any shares of Preferred Stock which are redeemed or otherwise acquired by the Corporation or a subsidiary in any manner whatsoever, will be immediately retired and will not be reissued, sold or transferred.

4.3.5. Voting Rights. The outstanding shares of Preferred Stock shall have only such voting rights as required by law and such additional voting rights as are set forth below:

(a) No amendment or modification will be binding or effective with respect to any provision of the Certificate of Incorporation of the Corporation unless approved by the affirmative vote of the holders of at least two-thirds (2/3) of the then outstanding shares of Preferred Stock, if any, voting together as a separate class. Except as provided in subparagraph 4.3.5(b) below, any waiver of any provision applicable to Preferred Stock shall be effective if, and only if, such waiver is obtained in writing from the holders of two-thirds (2/3) of the then outstanding shares of Preferred Stock, if any.

(b) In addition to any other vote or consent of stockholders required by the Certificate of Incorporation, the By-laws of the Corporation, any contract or by law, the affirmative vote of all the holders of the outstanding shares of Preferred Stock, if any, voting together as a separate class, shall be necessary to change the time or amount of any redemption of, the amount of any payments upon liquidation of the Corporation with respect to, or any of the rights, preferences, privileges or limitations provided in paragraph 4.3, or in the Certificate of Incorporation for the benefit of, shares of Preferred Stock or to amend paragraph 4.3. Any waiver of any of the foregoing provisions shall be effective if, and only if, such waiver is obtained in writing from each of the holders of outstanding shares of Preferred Stock, if any.

(c) Unless the vote or consent of the holders of a greater number of shares shall be required by law, the affirmative vote of the holders of at least two-thirds (2/3) of the outstanding shares of Preferred Stock, if any, voting together as a separate class shall be necessary to:

(i) increase the number of authorized shares of Preferred Stock or authorize or issue any additional shares of any series of Preferred Stock or any shares of capital stock of the Corporation (including, without limitation, the Preferred Stock), in each case ranking on a parity with or prior to the Preferred Stock as to distribution of assets in liquidation or in right of payment in dividends; or

(ii) permit the sale, lease or conveyance, directly or indirectly, of all or substantially all of the assets, property or business of the Corporation and its subsidiaries or the consolidation or merger of the Corporation or any Significant Subsidiary of the Corporation or any subsidiary thereof into any other the Corporation or entity (other than a merger of any wholly-owned subsidiary or Significant Subsidiary with and into the Corporation or with another wholly-owned subsidiary or Significant Subsidiary) unless the Corporation shall have exercised its option to redeem all of the shares of Preferred Stock then outstanding as provided by paragraph 4.3.4 and the Redemption Date with respect to such shares of Preferred Stock to be redeemed pursuant to paragraph 4.3.4(b) shall have occurred prior to or simultaneously with such transaction.

(d) The holders of Preferred Stock shall have the right to elect one-fifth of the Directors of the Corporation. If the Corporation shall fail to pay any dividend payable to the holders of Preferred Stock, the holders of Preferred Stock shall have the right to elect an additional one-fifth of the Directors of the Corporation until such dividend is paid.

4.4. Definitions. For purposes of this Restated Certificate of Incorporation the following terms shall have the following meanings:

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"Class A Index" means the product of the applicable Class A Percentage and the Outstanding A Ratio.

"Class B Index" means the product of the applicable Class B Percentage and the Outstanding B Ratio.

"Class A Percentage" means 65% with respect to the first \$15,400,000 of Distributions; 50% with respect to the next \$8,500,000 of Distributions; and 35% with respect to any further Distributions.

"Class B Percentage" means 100% minus the applicable Class A Percentage.

"Distributions" means dividends, distributions, redemptions, repurchases and acquisitions on or of Common Stock, but shall exclude any repurchase pursuant to Sections 2.1, 2.5 and 2.6 of the Stockholders Agreement, dated as of April __, 1997, among the Company, Gift Holdings, LLC, certain employees of the Company or its Subsidiaries, ML-Lee Acquisition Fund II, L.P. and ML-Lee Acquisition Fund (Retirement Accounts) II, L.P.

"Junior Security" means any equity security of any kind which the Corporation or any subsidiary of the Corporation at any time issues or is authorized to issue other than (i) the Series A Preferred Stock and (ii) any capital stock ranking prior to or on a parity with the Series A Preferred Stock and approved in accordance with paragraph 4.3.5(c)(i).

"Liquidation Value" of any share of Series A Preferred Stock as of any particular date will be equal to the sum of \$1,000.00, payable in cash, less an amount equal to any dividends or distributions previously declared or paid on such share of Class A Preferred Stock.

"Outstanding" or **"outstanding"** means when used with reference to shares of Series A Preferred Stock as of a particular time, all shares of Series A Preferred Stock theretofore duly issued except (i) shares of Series A Preferred Stock theretofore canceled by the Corporation or deemed retired pursuant to paragraph 4.3.2(d) and (ii) shares of Series A Preferred Stock registered in the name of, as well as shares of Series A Preferred Stock owned beneficially by, the Corporation or any subsidiary of the Corporation.

"Outstanding A Ratio" means the number of then outstanding shares of Class A Common Stock divided by the number of shares of Class A Common Stock which have been issued (whether or not subsequently retired or reacquired by the Company).

"Outstanding B Ratio" means the number of then outstanding shares of Class B Common Stock divided by the number of shares of Class B Common Stock which have been issued (whether or not subsequently retired or reacquired by the Company).

"Permitted Redemption" means any repurchase of capital stock of the Corporation under any employment contract, severance plan or other equity compensation plan if such contract or plan has been approved by the Board of Directors of the Corporation and such repurchase is consistent with the provisions hereof.

"Person" means an individual, a partnership, a corporation, a limited liability company or partnership, a trust, an estate, a joint venture, an unincorporated organization or a government or any department or agency thereof.

"Redemption Date" means with respect to any share of Series A Preferred Stock, the date that such shares of Series A Preferred Stock is to be redeemed pursuant to paragraph 4.3.4 hereof; provided that no such date will be a Redemption Date unless the applicable Redemption Price is paid in full in cash on such date with respect to such share of Series A Preferred Stock, and if not so paid in full, the Redemption Date will be the date on which such Redemption Price is fully paid in cash pursuant to paragraph 4.3.4.

"Redemption Price" for any share of Series A Preferred Stock as of any particular date will be an amount equal to the Liquidation Value of such share of Series A Preferred Stock as of such date.

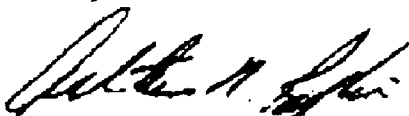
"Significant Subsidiary" means any direct or indirect subsidiary of the Corporation owning ten percent (10%) or more of the assets or providing ten percent (10%) or more of the gross revenues or sales of the Corporation and its subsidiaries on a consolidated basis.

"Subsidiary" means any corporation, a majority (by number of votes) of the voting securities of which shall, at the time as of which any determination is being made, be owned by the Corporation, directly or indirectly or through one or more Subsidiaries."


[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being duly authorized, appointed and designated by the Court to act for, in the name of and on behalf of the Company, has caused these Articles of Merger to be effective upon the filing hereof.

FF HOLDING COMPANY,
a Texas Corporation

By: 
Name: Arthur M. Dyllin
Title: President

ATTEST:

By: 
Name: John U. Walker, Jr.
Title: Secretary and Treasurer