

07-01-1999



RECO

T. 101080628

6-29-99

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 #

6-29-99

**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)

- 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.)

06/30/1999 DNGUYEN 00000154 75300051

**FOR OFFICE USE ONLY**

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

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

**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="75300051"/>	<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" value="1721380"/>	<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.

Randel S. Springer

Name of Person Signing

*Randel S. Springer*  
Signature

6/28/99

Date Signed

# STATE OF MISSOURI



**ENDORSED  
FILED**

In the office of the Secretary of State  
of the State of California

**FEB 11 1998**

**Rebecca McDowell Cook  
Secretary of State  
CORPORATION DIVISION**

*Bill Jones*  
**BILL JONES, Secretary of State**

**CERTIFICATE OF MERGER  
MISSOURI CORPORATION SURVIVING**

WHEREAS, Articles of Merger of the following corporations:  
**CALAMARR DOORMARK COMPANY (A California corp not qualified)**  
INTO:

**THE GARAGE DOOR GROUP, INC. (#00245596)**  
Organized and Existing Under Law of **Missouri, California**  
have been received, found to conform to law, and filed.

NOW, THEREFORE, I, **REBECCA MCDOWELL COOK**, Secretary of State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforementioned corporations is effected with

**THE GARAGE DOOR GROUP, INC. (#00245596)**

as the surviving corporation.

IN TESTIMONY WHEREOF, I HAVE SET MY  
HAND AND IMPRINTED THE GREAT SEAL OF  
THE STATE OF MISSOURI, ON THIS, THE  
2nd Day of January, 1998.

*Rebecca McDowell Cook*  
Secretary of State



\$30.00

FILED AND CERTIFICATE  
ISSUED

JAN 2 1998

ARTICLES OF MERGER  
OF  
CALAMARR DOORMARK COMPANY  
INTO  
THE GARAGE DOOR GROUP, INC.

---

*Rebecca McDowell Cook*  
SECRETARY OF STATE

Pursuant to the provisions of Sections 1100, 1101 and 1108 of The General Corporation of California Corporations Code and The General and Business Corporation Law of Missouri, The Garage Door Group, Inc., a Missouri corporation (the "Surviving Corporation") hereby submits these Articles of Merger for the purpose of merging Calamarr Doormark Company, a California corporation (the "Merging Corporation") into the Surviving Corporation:

I.

The Plan and Agreement of Merger, attached hereto as Exhibit A, was duly approved by the Board of Directors of the Surviving Corporation on the 2nd day of January, 1998 in the manner required by Section 351.410 of The General and Business Corporation Law of Missouri.

The Plan and Agreement of Merger, attached hereto as Exhibit A, was duly approved by the Board of Directors of the Merging Corporation on the 2nd day of January, 1998 in the manner required by The General Corporation of California Corporations Code.

II.

Approval of the attached Plan of Merger was obtained by the sole shareholder of the Surviving Corporation in accordance with Section 351.410 of The General and Business Corporation Law of Missouri on the 2nd day of January, 1998. The number of shares voted for such plan was 189,167. There were no votes against such plan.

Approval of the attached Plan of Merger was obtained by the sole shareholder of the Merging Corporation in accordance with Sections 1100, 1101 and 1108 of The General Corporation of California Corporations Code on the 2nd day of January, 1998. The number of shares voted for such plan was 10,000. There were no votes against such plan.

III.

The number of shares outstanding of the Merging Corporation is 10,000. The number of shares outstanding of the Surviving Corporation is 189,167.

IV.

All provisions of the law of the State of Missouri and the State of California applicable to the proposed merger have been complied with.

V.

The Merger shall become effective upon filing.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and the Secretary of each of the Merging and Surviving Corporation as of the 2nd day of January, 1998.

[CORPORATE SEAL]

THE GARAGE DOOR GROUP, INC.

By: [Signature]  
Name: Richard A. Brenner  
Title: President

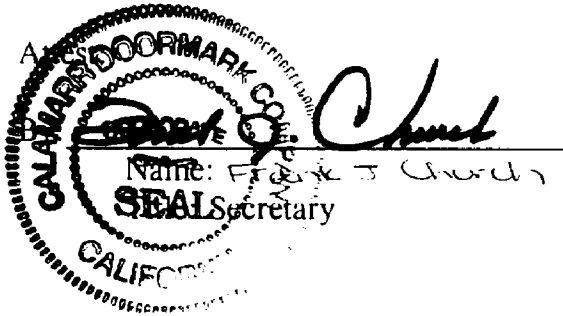
Attest:

By: [Signature]  
Name: Frank J. Church  
Title: Secretary

[CORPORATE SEAL]

CALAMARR DOORMARK COMPANY

By: [Signature]  
Name: Richard A. Brenner  
Title: President



STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public for the aforesaid jurisdiction, certify that Frank J Church personally came before me this day and acknowledged that she/he is \_\_\_\_\_ Secretary of The Garage Door Group, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested him/her as its \_\_\_\_\_ Secretary.

Witness my hand and official seal, this the 2nd day of January, 1998

(Official Seal)

Shari L Crockett

My Commission Expires: 4/12/99

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public for the aforesaid jurisdiction, certify that Frank J Church personally came before me this day and acknowledged that she/he is \_\_\_\_\_ Secretary of Calamarr Doormark Company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested him/her as its \_\_\_\_\_ Secretary.

Witness my hand and official seal, this the 2nd day of January, 1998

(Official Seal)

Shari L Crockett

My Commission Expires: 4/12/99

**PLAN AND AGREEMENT OF MERGER  
OF  
CALAMARR DOORMARK COMPANY  
INTO  
THE GARAGE DOOR GROUP, INC.**

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THIS PLAN AND AGREEMENT OF MERGER is made pursuant to the provisions of Sections 1100, 1101 and 1108 of the General Corporation Law of California and The General and Business Corporation Law of Missouri and entered into by and between The Garage Door Group, Inc., a Missouri corporation, and Calamarr Doormark Company, a California corporation.

NOW, THEREFORE, the corporations hereby agree as follows:

1. The name of the corporation proposing to merge is Calamarr Doormark Company, a California corporation (hereinafter called the "Merging Corporation"); and the name of the corporation into which the Merging Corporation proposes to merge is The Garage Door Group, Inc., a Missouri corporation (hereinafter called the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are hereinafter referred to collectively as the "Constituent Corporations."

2. The name of the Surviving Corporation shall be The Garage Door Group, Inc.

3. Until the effective time of the merger (the "Effective Time"), each of the Constituent Corporations shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business.

4. At the Effective Time, the corporate existence of the Merging Corporation will cease, and the corporate existence of the Surviving Corporation will continue.

5. As of the Effective Time, the Merging Corporation's liabilities and assets of every nature shall become those of the Surviving Corporation by operation of law.

6. All of the property, rights, privileges, leases and patents of the Merging Corporation are to be transferred to and become the property of the Surviving Corporation. The officers and board of directors of the Constituent Corporations are authorized to execute all deeds, assignments and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.



Corporations are authorized to execute all deeds, assignments and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.

7. Each share of capital stock (common and, if applicable, preferred) of the Merging Corporation issued and outstanding at the Effective Time shall, as of the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired, and no consideration shall be issued in exchange therefor. The shares of capital stock of the Surviving Corporation shall continue to be outstanding without change.

8. The Articles of Incorporation and Bylaws of the Surviving Corporation, as presently constituted, shall continue as the Articles of Incorporation and Bylaws of the Surviving Corporation, with no amendments. The directors and officers of the Surviving Corporation shall continue to be the directors and officers of the Surviving Corporation.

9. The Effective Time of the Merger shall be upon filing.

10. The foregoing Plan and Agreement of Merger was duly approved by the Board of Directors of the Surviving Corporation on the ~~20~~ day of January, 1998 in the manner required by Section 351.410 of The General and Business Corporation Law of Missouri.

11. The foregoing Plan and Agreement of Merger was approved by Amarr Company, a North Carolina corporation that is the sole shareholder of the Surviving Corporation, in accordance with Section 351.410 of The General and Business Corporation Law of Missouri.

12. The foregoing Plan and Agreement of Merger was approved by Amarr Company, a North Carolina corporation that is the sole shareholder of the Merging Corporation, in accordance with Sections 1100, 1101 and 1108 of The General Corporation Law of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been signed by the President and the Secretary of each of the Constituent Corporations as of the 2nd day of January, 1998.

[CORPORATE SEAL]

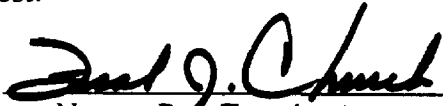
THE GARAGE DOOR GROUP, INC.

By: 

Name: Richard A. Brenner

Title: President

Attest:

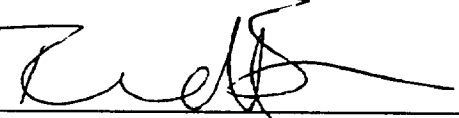
By: 

Name: ~~Ray Zwack~~ FRANK J. CHURCH

Title: ~~Assistant~~ Secretary

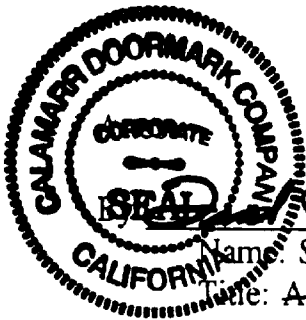
[CORPORATE SEAL]

CALAMARR DOORMARK COMPANY

By: 

Name: Richard A. Brenner

Title: President



By: 

Name: ~~Steven Gary Elkins~~ FRANK J. CHURCH

Title: ~~Assistant~~ Secretary

RTP#0003649.02

RECORDED: 06/29/1999

TRADEMARK  
REEL: 001922 FRAME: 0351