



06-28-1999
U.S. Patent & TMO/TM Mail RptDt. #10

07-20-1999



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U.S. Department of Commerce
Patent and Trademark Office
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OMB 0651-0027

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MRD 6-28-99

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

Execution Date
Month Day Year

Name Triangle Ice Co., Inc.

4/27/99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization North Carolina

Receiving Party

Mark if additional names of receiving parties attached

Name Triangle Ice, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 903 Elizabethtown Road

Address (line 2) Lumberton, North Carolina 28359

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 North Carolina

07/19/1999 DNGUYEN 00000206 2107313

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

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TRADEMARK
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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="2,107,313"/>	<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"/>

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.

Christopher B. Capel, Esq.



June 22, 1999

Name of Person Signing

Signature

Date Signed



06-28-1999
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #10

STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

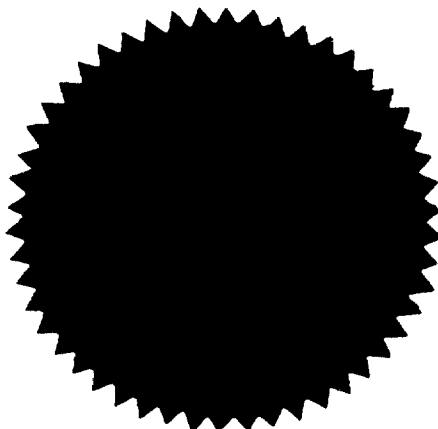
ARTICLES OF MERGER

OF

**TRIANGLE ICE CO., INC.
INTO
TRIANGLE ICE, INC.**

the original of which is now on file and a matter of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 9th day of June, 1999.



Elaine F. Marshall

Secretary of State

99 120 9030

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ARTICLES OF MERGER
OF
TRIANGLE ICE CO., INC.
WITH AND INTO
TRIANGLE ICE, INC.

CORP ID # 0444693
FILED
9:48 AM
APR 30 1999
Effective 11:59 PM
ELAINE E. MARSHALL
SECRETARY CAROLINA

Triangle Ice, Inc., a North Carolina corporation (the "Surviving Corporation"), hereby submits these Articles of Merger for the purpose of merging Triangle Ice Co., Inc., a North Carolina corporation (the "Merging Corporation"), with and into the Surviving Corporation (the "Merger"):


(1) The Plan and Agreement of Merger between the Merging Corporation and the Surviving Corporation is attached as Exhibit A hereto.

(2) These Articles of Merger and the Merger shall be effective at 11:59 p.m. on April 30, 1999.

(3) The attached Plan and Agreement of Merger was duly approved in the manner required by Chapter 55 of the General Statutes of North Carolina by the boards of directors and shareholders of each of the Surviving Corporation and the Merging Corporation.

This the 27th day of April, 1999.

TRIANGLE ICE, INC.

By: 

John P. Barker
President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made and dated as of April 30, 1999, between Triangle Ice, Inc., a North Carolina corporation (sometimes referred to herein as the "Surviving Corporation"), and Triangle Ice Co., Inc., a North Carolina corporation (sometimes referred to herein as the "Merging Corporation").

WHEREAS, the Surviving Corporation and the Merging Corporation desire to effect the merger of the Merging Corporation with and into the Surviving Corporation upon the terms set forth herein;

WHEREAS, the boards of directors of each of the Merging Corporation and the Surviving Corporation, respectively, deem it advisable and generally to the advantage and welfare of the parties and their respective shareholders that the Merging Corporation merge with and into the Surviving Corporation under and pursuant to the provisions of the North Carolina Business Corporation Act, as amended; and

WHEREAS, the boards of directors of each of the Surviving Corporation and the Merging Corporation by resolution duly approved this Plan and Agreement of Merger and directed that this Plan and Agreement of Merger be submitted for approval and adoption to the shareholders of the Surviving Corporation and to the sole shareholder of the Merging Corporation;

NOW, THEREFORE, the parties hereto do hereby approve and adopt this Plan and Agreement of Merger for the purpose of setting forth the terms and conditions of the merger referred to above and the mode of carrying the same into effect.

ARTICLE I

THE MERGER

1.1 Merger. Triangle Ice Co., Inc. shall be merged with and into Triangle Ice, Inc., with Triangle Ice, Inc. as the Surviving Corporation (the "Merger") pursuant to Article 11 of the North Carolina Business Corporation Act, as amended (the "NCBCA").

1.2 Effective Time. The Merger shall be effected by the filing of articles of merger with the Secretary of State of North Carolina in accordance with the provisions of Article 11 of the NCBCA. The time and date when the Merger shall become effective is 11:59 p.m. on April 30, 1999 and is herein referred to as the "Effective Time."

1.3 Effect of the Merger. At the Effective Time, the separate corporate existence of Triangle Ice Co., Inc. shall cease, and Triangle Ice, Inc., as the Surviving Corporation, shall continue its corporate existence under the laws of the State of North Carolina and shall thereupon and thereafter possess all of the rights, privileges, immunities, powers, and franchises of Triangle Ice, Inc. and Triangle Ice Co., Inc.; all of the property (real, personal, and mixed) and every other asset of the Merging Corporation shall vest in the Surviving Corporation

without reversion or impairment and without further act or deed; the Surviving Corporation shall assume and be liable for all the liabilities and obligations of the Merging Corporation; and all other effects of the Merger specified in Article 11 of the NCBCA shall result therefrom.

ARTICLE II

CONVERSION OF SHARES

2.1 Conversion of Shares. Immediately upon the Effective Time, each issued and outstanding share of Common Stock of the Merging Corporation shall be converted automatically and without further action of the holder thereof into 34.72 shares of Class A Common Stock of the Surviving Corporation; provided that such conversion ratio of number of shares shall be subject to adjustment within sixty days of the Effective Time to conform to the relative values of shares of stock of the Merged Corporation and the Surviving Corporation as of the Effective Time as determined by the certified public accountants of the Merging Corporation and the Surviving Corporation.

ARTICLE III

ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS, AND OFFICERS

3.1 Articles of Incorporation and Bylaws. The Articles of Incorporation of the Surviving Corporation shall be identical to the Articles of Incorporation of Triangle Ice, Inc. in effect immediately prior to the Effective Time until thereafter amended as provided by law, and except as provided in Section 3.3 below. The Bylaws of the Surviving Corporation shall be identical to the Bylaws of Triangle Ice Co., Inc. in effect immediately prior to the Effective Time until thereafter amended as provided by law.

3.2 Directors and Officers. The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were members of the Board of Directors and the officers, respectively, of Triangle Ice Co., Inc. immediately prior to the Effective Time, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

3.3 Amendment to Articles of Incorporation.

(a) Immediately upon the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended to delete Article 2 of the Articles of Incorporation and insert in lieu thereof a new Article 2 which shall read in its entirety as follows:

"2. The corporation shall have authority to issue 20,000 shares of common stock, with \$0.01 par value per share. "Par value" shall mean the dollar amount fixed as the nominal or face value, as opposed to the market value, for each share of common stock."

(b) Immediately upon the amendment of the Articles of Incorporation at the Effective Time pursuant to Section 3.3(a) above, each issued and outstanding share of Class A Common Stock and Class B Common Stock of the Surviving Corporation shall be converted automatically and without further action of the holder thereof into Common Stock of the Surviving Corporation.

ARTICLE IV

SUBMISSION TO SHAREHOLDERS; ABANDONMENT

4.1 Approval by Shareholders. This Plan and Agreement of Merger shall be submitted to the shareholders of Triangle Ice, Inc. and to the sole shareholder of Triangle Ice Co., Inc. for their approval and shall have no force or effect unless approved by such shareholders in the manner provided by the NCBCA.

4.2 Abandonment. After approval of this Plan and Agreement of Merger by the shareholders of Triangle Ice, Inc. and the sole shareholder of Triangle Ice Co., Inc., and at any time prior to the filing of the articles of merger, the boards of directors and the officers of Triangle Ice, Inc. and the board of directors and the officers of Triangle Ice Co., Inc. may, in their discretion, abandon the Merger without any further shareholder action.

ARTICLE V

MISCELLANEOUS


5.1 Headings. The article and section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Plan and Agreement of Merger.

5.2 Counterparts; Execution. This Plan and Agreement of Merger may be executed in two or more counterparts, all of which taken together shall constitute one instrument. This Plan and Agreement of Merger may be executed by facsimile.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Triangle Ice Co., Inc. and Triangle Ice, Inc. have caused this Plan and Agreement of Merger to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the day and year first above written.

TRIANGLE ICE CO., INC.

By: 

John P. Barker
President

TRIANGLE ICE, INC.

By: 

John P. Barker
President

OFFICE OF NORTH CAROLINA



Department of The
Secretary of State

CERTIFICATION OF MERGER

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify that on the 30th day of April, 1999, Articles of Merger, or copies of Articles of Merger, duly authenticated by the proper officer of the state or country under the laws of which a statutory merger was affected, were filed in this office

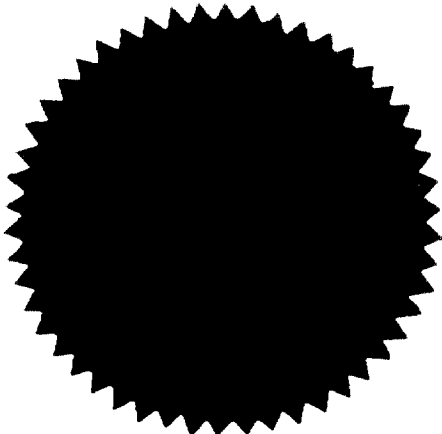
TRIANGLE ICE CO., INC.	MERGING	NC
TRIANGLE ICE, INC.	INTO	NC

The name of the surviving corporation was changed by virtue of said merger to: N/A.

The time of said merger, if different from the time of filing, was: 11:59pm, 30th day of April, 1999.

The surviving corporation has not filed articles of dissolution and continues to be in existence in this State as of the date of this certificate.

I FURTHER certify that this certificate is in compliance with North Carolina General Statutes §47-18.1 and §55-4-05 and may be recorded in the office of the Register of Deeds in the same manner as deeds, the name of the surviving corporation appearing in the "Grantee" index.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 9th day of June, 1999.

Elaine F. Marshall

Secretary of State