

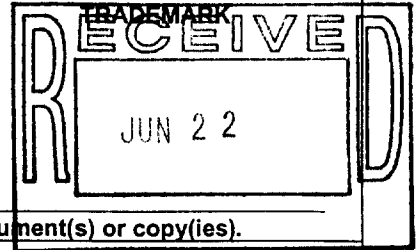
07-20-1999



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

U.S. Department of Commerce
Patent and Trademark Office



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7/22/99

RECORDATION FORM COVER SHEET 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 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 Triangle Ice Co. of Lumberton, Inc.

Execution Date
Month Day Year
4/21/98

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 Co., Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 903 Elizabethtown Road

Address (line 2) Lumberton, North Carolina 28359

Address (line 3) _____ State/Country _____ Zip Code _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization North Carolina

07/19/1999 DNGUYEN 00000355 2107313

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40.00 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

TRADEMARK
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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)

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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:

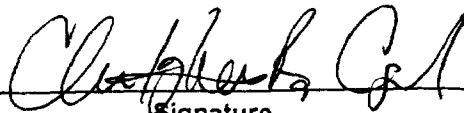
Yes

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

STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

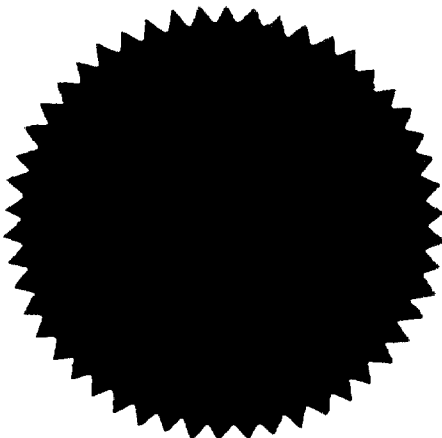
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

TRIANGLE ICE CO. OF LUMBERTON, INC.
TRIANGLE ICE COMPANY OF COLUMBIA, INC.
TRIANGLE ICE CO. OF CHARLESTON, INC.
INTO
TRIANGLE ICE CO., 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 11th day of June, 1999.

Elaine F. Marshall

Secretary of State

ARTICLES OF MERGER
OF
TRIANGLE ICE CO. OF LUMBERTON, INC.,
TRIANGLE ICE COMPANY OF COLUMBIA, INC.,
AND
TRIANGLE ICE CO. OF CHARLESTON, INC.
WITH AND INTO
TRIANGLE ICE CO., INC.

0-0151072
FILED
2:22 PM
APR 28 1998
EFFECTIVE 12:59 PM 4-30-98
ELAINE F. MARSHALL
SECRETARY OF STATE
COLUMBIA, SOUTH CAROLINA

(State of North Carolina Secretary of State)

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

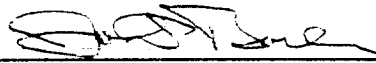
(1) The Plan and Agreement of Merger between the parties is attached as Exhibit A hereto.

(2) 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 board of directors and sole shareholder of each of the Surviving Corporation and Triangle of Lumberton, and in the manner required by the South Carolina Business Corporation Act by the board of directors and sole shareholder of each of Triangle of Columbia and Triangle of Charleston.

(3) These Articles of Merger and the Merger shall be effective at 12:59 p.m. Eastern Standard Time on April 30, 1998.

This the 21 day of April, 1998.

TRIANGLE ICE CO., 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, 1998, among Triangle Ice Co., Inc., a North Carolina corporation ("Triangle Ice" or the "Surviving Corporation"), Triangle Ice Co. of Lumberton, Inc., a North Carolina corporation ("Triangle of Lumberton"), Triangle Ice Company of Columbia, Inc., a South Carolina corporation ("Triangle of Columbia"), and Triangle Ice Co. of Charleston, a South Carolina corporation ("Triangle of Charleston"). Triangle of Lumberton, Triangle of Columbia and Triangle of Charleston are collectively referred to herein as the "Merged Parties."

WHEREAS, Triangle Ice, Triangle of Lumberton, Triangle of Columbia and Triangle of Charleston desire to effect the merger of each of the Merged Parties with and into the Surviving Corporation upon the terms set forth herein;

WHEREAS, the boards of directors of each of Triangle Ice, Triangle of Lumberton, Triangle of Columbia and Triangle of Charleston, respectively, deem it advisable and generally to the advantage and welfare of the four corporate parties and their respective shareholders that each of the Merged Parties merge with and into Triangle Ice under and pursuant to the provisions of the North Carolina Business Corporation Act, as amended, and the South Carolina Business Corporation Act of 1988, as amended; and

WHEREAS, the boards of directors of each of the Merged Parties and the board of directors of Triangle Ice by resolution duly approved this Plan and Agreement of Merger and directed that this Plan and Agreement of Merger be submitted to the sole shareholder of each of the Merged Parties and the sole shareholder of Triangle Ice, respectively, for approval and adoption.

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. Each of the Merged Parties shall be merged with and into Triangle Ice (the "Merger") pursuant to Article 11 of the North Carolina Business Corporation Act, as amended (the "NCBCA"), and Chapter 11 of the South Carolina Business Corporation Act of 1988, as amended (the "SCBCA").

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. In addition, articles of merger shall be filed with the Secretary of State of South Carolina in accordance with the provisions of Chapter 11 of the SCBCA (or such other instrument or instruments as may be required by the NCBCA or the SCBCA). The time and date when the Merger shall become effective is 12:59 p.m. Eastern Standard Time on April 30, 1998 and is herein referred to as the "Effective Time."

1.3 Effect of the Merger. At the Effective Time, the separate corporate existence of each of the Merged Parties shall cease, and Triangle Ice, 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 each of the Merged Parties and Triangle Ice; all of the property (real, personal, and mixed) and every other asset of each party to the Merger 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 each party to the Merger, and all other effects of the Merger specified in Article 11 of the NCBCA and Chapter 11 of the SCBCA shall result therefrom.

ARTICLE II

CONVERSION OF SHARES

2.1 Conversion of Shares. Immediately upon the Effective Time, (i) each issued and outstanding share of common stock of each of Triangle Ice, Triangle of Lumberton, Triangle of Columbia and Triangle of Charleston shall be converted automatically and without further action of the holder thereof into an identical number of shares of common stock of the Surviving Corporation; (ii) thereafter, all shares of common stock of the Surviving Corporation representing the converted shares of Triangle of Lumberton, Triangle of Columbia and Triangle of Charleston shall be canceled; and (iii) thereafter, the shares of common stock of Triangle Ice held by the sole shareholder thereof immediately prior to the Effective Time shall represent the entire issued and outstanding shares of common stock of the Surviving Corporation.

ARTICLE III

ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS, AND OFFICERS

3.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation shall be identical to the Articles of Incorporation and Bylaws of Triangle Ice 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 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.

ARTICLE IV

SUBMISSION TO SHAREHOLDERS; ABANDONMENT

4.1 Approval by Shareholders. This Plan and Agreement of Merger shall be submitted to the sole shareholder of each of the Merged Parties and the sole shareholder of Triangle Ice for their approval and shall have no force or effect unless approved by the sole shareholder of each of the Merged Parties and the sole shareholder of Triangle Ice in the manner provided by the NCBCA and the SCBCA, as applicable.

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

ARTICLE V

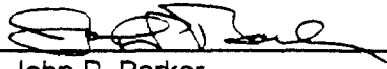
MISCELLANEOUS

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

IN WITNESS WHEREOF, Triangle Ice, Triangle of Lumberton, Triangle of Columbia and Triangle of Charleston 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.

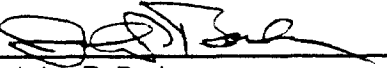
TRIANGLE ICE CO., INC.

By: 
John P. Barker
President

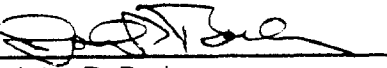
TRIANGLE ICE CO. OF LUMBERTON, INC.

By: 
John P. Barker
President

TRIANGLE ICE COMPANY OF COLUMBIA, INC.

By: 
John P. Barker
President

TRIANGLE ICE CO. OF CHARLESTON, INC.

By: 
John P. Barker
President


Commission for Patent and Trademarks

June 22, 1999

Page 2

Please do not hesitate to contact me if you have any questions regarding the enclosed filings. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Capel". The signature is fluid and cursive, with a large initial "C" and "C".

Christopher B. Capel

Enclosures

cc: John P. Barker

NA4230.1\lpto.ech.doc