

09-27-1999

TRADEMARK



101154104

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MPD 9-23-99

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 #

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)

City

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

FOR OFFICE USE ONLY

09/24/1999 DMGUYEN 00000225 2048246

01 FC:481
02 FC:482

40.00 OP
475.00 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

REEL: 001965 FRAME: 0489

TRADEMARK

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="2,048,246"/>	<input type="text" value="2,107,534"/>	<input type="text" value="2,235,998"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,981,541"/>	<input type="text" value="2,031,245"/>	<input type="text" value="2,114,844"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,067,715"/>	<input type="text" value="2,045,073"/>	<input type="text" value="1,593,060"/>

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.

Monty L. Ross

Name of Person Signing

Signature

9/20/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

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

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 the Assignment.)

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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The State of Texas

SECRETARY OF STATE CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

INDUSTRIAL MOLDING CORPORATION
(a Texas corporation)

with

EARSLEY CAPITAL CORPORATION
(a Nevada no permit entity)

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed JULY 2, 1999

Effective JULY 3, 1999 11:59 P.M. CDT



Elton Bomer

Secretary of State

REEL: 001965 FRAME: 0492



The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

INDUSTRIAL MOLDING CORPORATION
FILE NO. 246024

ARTICLES OF MERGER

JULY 2, 1999
EFFECTIVE DATE: JULY 3, 1999



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on July 2, 1999.

Elton Berger BAM
TRADEMARK
Secretary of State
REEL: 001965 FRAME: 0493

FILED
in the Office of the
Secretary of State of Texas

JUL 02 1999

**ARTICLES OF MERGER OF
DOMESTIC AND FOREIGN CORPORATIONS**

Corporations Section

Pursuant to the provisions of article 5.04 of the Texas Business Corporation Act ("TBCA"), the undersigned domestic and foreign corporations certify the following Articles of Merger of Domestic and Foreign Corporations ("Articles") adopted for the purpose of effecting a merger in accordance with the provisions of Part Five of the TBCA:

1. The name of each of the undersigned entities that are a party to the Agreement and Plan of Merger (the "Plan"), and the type of such entities and the law under which such entities are organized are:

<u>Name of Corporation</u>	<u>Type of Entity</u>	<u>State</u>
Earsley Capital Corporation	Corporation	Nevada
Industrial Molding Corporation	Corporation	Texas

2. The Plan was approved and adopted in accordance with the provisions of article 5.03 of the TBCA providing for the combination of Earsley Capital Corporation, a Nevada corporation (the "Surviving Corporation"), and Industrial Molding Corporation, a Texas corporation (the "Corporation"), and resulting in the Surviving Corporation, a Nevada corporation, being the surviving entity in the merger.

3. An executed copy of the Plan is attached as Exhibit "A", and incorporated by reference into these Articles, and is on file at the principal place of business of the Surviving Corporation, located at 616 East Slaton Road, Lubbock, Texas 79404. A copy of the Plan will be furnished by such entity, on written request and without cost, to any shareholder of each domestic corporation that is a party to or created by the plan of merger.

4. The Articles of Incorporation of the Surviving Corporation in effect at the Effective Time, as defined herein, shall constitute the Articles of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

5. No amendments to the articles of incorporation of any domestic or foreign surviving corporation are to be effected by the merger.

6. As to each of the undersigned domestic and foreign corporations, the approval of whose shareholders is required, the number of outstanding shares of each class or series of stock of such corporation entitled to vote, with other shares or as a class, on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Class or Series</u>	<u>Number of Shares Entitled to Vote as a Class or Series</u>
Industrial Molding Corporation	33,200	Common	0
Earsley Capital Corporation	2	Common	0

7. As to the undersigned domestic and foreign corporations, the approval of whose shareholders is required, the number of shares, not entitled to vote as a class, voted for and against the Plan, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for and against the Plan, are as follows:

<u>Name of Corporation</u>	<u>Total Voted</u>		<u>Class or Series</u>	<u>Number of Shares Entitled to Vote as a Class or Series</u>	
	<u>For</u>	<u>Against</u>		<u>Voted For</u>	<u>Voted Against</u>
Industrial Molding Corporation	33,200	0	Common	0	0
Earsley Capital Corporation	2	0	Common	0	0

8. The Plan and the performance of its terms were duly authorized by all actions required by the laws of Nevada, the state under which the Surviving Corporation was incorporated, and its constituent documents.

9. The Plan and the performance of its terms were duly authorized by all actions required by the laws of Texas, the state under which the Corporation was incorporated, and its constituent documents.

10. The Surviving Corporation is responsible for and will be obligated to pay any fees or franchise taxes required by law to be paid that have not been paid.

11. The "Effective Time" of the Merger shall be 11:59 p.m., Central Daylight Time, on July 3, 1999, in accordance with the provisions of article 10.03 of the TBCA.

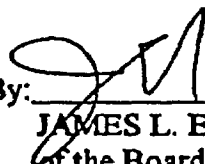
Dated June 28, 1999.

EARSLEY CAPITAL CORPORATION,
a Nevada corporation

By: 

 JAMES L. EARSLEY, President

INDUSTRIAL MOLDING CORPORATION,
a Texas corporation

By: 

 JAMES L. EARSLEY, Chairman
 of the Board of Directors, Chief
 Executive Officer, and Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement of Merger ("Agreement") is entered into this 28th day of June, 1999, by and between INDUSTRIAL MOLDING CORPORATION, a Texas corporation ("IMC") and EARSLEY CAPITAL CORPORATION, a Nevada corporation ("ECC") (IMC and ECC are sometimes collectively referred to herein as "Constituent Corporations").

RECITALS:

WHEREAS, ECC is a corporation duly organized and validly existing under the laws of the State of Nevada pursuant to Articles of Incorporation filed in the office of the Secretary of State of Nevada on June 28, 1999; and

WHEREAS, the authorized capital stock of ECC consists of Five Hundred Thousand (500,000) shares of common stock, no par value (the "ECC Common Stock"); and

WHEREAS, IMC is a corporation duly organized and validly existing under the laws of the State of Texas pursuant to Articles of Incorporation filed in the office of the Secretary of State of Texas on April 15, 1968; and

WHEREAS, the authorized capital stock of IMC consists of Five Hundred Thousand (500,000) shares of common stock, no par value (the "IMC Common Stock"); and

WHEREAS, the respective boards of directors and shareholders of IMC and ECC deem it to be desirable and in the best interest of the respective corporations that the two corporations merge into a single corporation (the "Merger"), and pursuant to resolutions duly adopted, such boards of directors and shareholders have approved and adopted this Agreement; and

WHEREAS, the Constituent Corporations desire to effect a merger whereby IMC will be merged with and into ECC (ECC in its capacity as the surviving corporation in the Merger is sometimes referred to herein as the "Surviving Corporation") and the outstanding shares of IMC Common Stock will be exchanged for ECC Common Stock, upon the terms and conditions set forth in this Agreement and pursuant to Article 5.04 of the Texas Business Corporation Act ("TBCA"), as amended, and NRS 92A. 190 of the Nevada General Corporation Law ("NGCL"), as amended; and

WHEREAS, the Board of Directors of IMC has approved this Agreement and directed that the Agreement be submitted to IMC's shareholders for approval and adoption, and such shareholders have approved and adopted this Agreement, as required by applicable law; and

WHEREAS, the Board of Directors of ECC has approved this Agreement, and directed the Agreement be submitted to ECC's shareholders for approval and adoption, and such shareholders have approved and adopted this Agreement, as required by applicable law;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual promises herein contained, the parties agree that IMC merge with and into ECC, with ECC to be the surviving corporation, upon the following terms and conditions:

1. Merger and Effective Time. In accordance with the respective provisions of the NGCL and the TBCA and subject to the terms and conditions of this Agreement, IMC shall be merged with and into ECC at 11:59 p.m., Central Daylight Time, on July 3, 1999, or such later date as the Certificate of Merger, executed, adopted and approved in accordance with the NGCL shall have been filed with the Secretary of State of the State of Nevada (the "Effective Time"). Following the Merger, ECC shall continue to be governed by the laws of the State of Nevada, and the actions described above shall be conclusive evidence, for all purposes of this Agreement, of compliance with all conditions precedent.

2. Effect of Merger. Except as may otherwise be set forth in this Agreement, the corporate existence and identity of ECC, as the Surviving Corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of IMC, with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Time, shall be merged with and into ECC, as the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of IMC shall thereafter cease, except to the extent continued by applicable law.

2.1 Surviving Corporation Obligations Continue. The obligations of IMC outstanding immediately before the Effective Time shall continue after the Effective Time as obligations of the Surviving Corporation.

2.2 Constituent Corporations Interest Vest In Surviving Corporation. At the Effective Time, all rights, title and interest to all property owned by each of the Constituent Corporations shall be allocated to and vested in the Surviving Corporation without reversion or impairment, without further act of deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon.

2.3 Surviving Corporation Solely Responsible For Obligations. The Surviving Corporation shall, at the Effective Time and thereafter, be responsible and liable for all liabilities and obligations of each of the Constituent Corporations, and a proceeding pending against any Constituent Corporation may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding in place of any Constituent Corporation.

3. Articles of Incorporation of Surviving Corporation. At the Effective Time, the Articles of Incorporation of ECC shall become the Articles of Incorporation of the Surviving Corporation.

4. By-laws of Surviving Corporation. At the Effective Time, the Bylaws of ECC shall become the Bylaws of the Surviving Corporation.

5. Directors and Officers. The officers of ECC in office at the Effective Time shall be the officers of the Surviving Corporation, and shall hold office for the terms for which they have been elected and until their successors are duly elected and qualified or until they resign or are removed pursuant to the Bylaws of the Surviving Corporation. All corporate acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Corporations, their respective stockholders, Board of Directors, committees elected or appointed by their Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes on and after the Effective Time as the acts, plans, policies, applications, agreements, orders registrations, licenses, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Constituent Corporations immediately prior to the Effective Time.

6. Conversion of Stock Upon Merger. The issuance of the shares of ECC Common Stock and the manner of converting the shares of IMC Common Stock outstanding immediately prior to the Effective Time into shares of ECC Common Stock or cash in lieu of fractional shares shall be as follows:

6.1 Conversion of IMC Common Stock. The shares of IMC Common Stock shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, automatically be converted into shares of the Surviving Corporation at the rate of one (1) share of ECC Common Stock for one (1) share of IMC Common Stock outstanding immediately prior to the Effective Time.

6.2 Stock Certificates. After the Effective Time each holder of a certificate which prior thereto represented shares of IMC Common Stock shall surrender the same to the Surviving Corporation or its transfer agent and shall be entitled upon such surrender to receive in exchange therefor shares of ECC Common Stock into which the shares of IMC Common Stock theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid.

6.3 Treasury Stock. Any shares of IMC Common Stock held by IMC in its treasury on the Effective Date will be surrendered to the Surviving Corporation for cancellation.

7. Shares of the Surviving Corporation. The outstanding Two (2) shares of ECC Common Stock held by James L. Earsley and Steve L. Earsley on the Effective Date will be surrendered to the Surviving Corporation for cancellation.

8. Filing Certificate of Merger. James L. Earsley, President of ECC and Chairman of the Board of Directors and Chief Executive Officer of IMC, hereby is authorized to sign Articles of Merger for Texas and Nevada, and James L. Earsley, Secretary for ECC and IMC, is authorized to attest the same, and hereby is authorized and directed to file such Articles of Merger with the Secretaries of State of the States of Texas and Nevada, all in accordance with such provisions as may be required by applicable Texas and Nevada law.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be executed as of the date first above written.

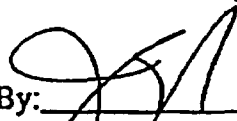
"ECC"

EARSLEY CAPITAL CORPORATION, a Nevada corporation

By:  _____
JAMES I. EARSLEY, President

"IMC"

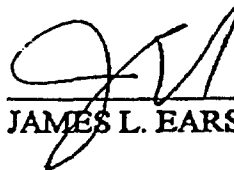
INDUSTRIAL MOLDING CORPORATION, a Texas corporation

By:  _____
JAMES L. EARSLEY, Chairman of the Board of Directors and Chief Executive Officer

Certificate of Secretary
of
EARSLEY CAPITAL CORPORATION

I, James L. Earsley, Secretary of Earsley Capital Corporation, a Nevada corporation, ("ECC"), hereby certify, that the foregoing Agreement of Merger dated June 28, 1999, between ECC and Industrial Molding Corp., a Texas corporation, was duly adopted by the Board of Directors of ECC in accordance with the Nevada General Corporation Law.

Executed this 28th day of June, 1999.

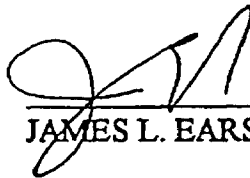


JAMES L. EARSLEY, Secretary

**Certificate of Secretary
of
INDUSTRIAL MOLDING CORPORATION**

I, James L. Earsley, Secretary of Industrial Molding Corporation, a Texas corporation, ("IMC"), hereby certify, that the foregoing Agreement of Merger dated June 28, 1999, between IMC and Earsley Capital Corporation, a Nevada corporation, was duly adopted by the shareholders of IMC in accordance with Section 2.28 of the Texas General Corporation Law.

Executed this 28th day of June, 1999.



JAMES L. EARSLEY, Secretary