



09-27-1999

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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
- Change of Name
- Other _____

Effective Date
Month Day Year
10 01 98

Conveying Party

Mark if additional names of conveying parties attached

Name **Atlas Copco Rental, Inc.**

Execution Date
Month Day Year
09 30 98

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 **Prime Service, Inc.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **16225 Park Ten Place**

Address (line 2) **Suite 200**

Address (line 3) **Houston**

City

Texas

State/Country

77084

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 **Delaware**

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10/01/1999 MTHAI1 00000301 1796087

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,796,087"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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

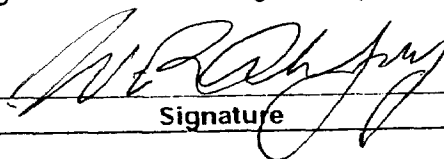
No

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.

W. Richard Smith, Jr.

Name of Person Signing



Signature

09/22/99

Date Signed

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 MERGER, WHICH MERGES:

"ATLAS COPCO RENTAL INC.", A DELAWARE CORPORATION,
WITH AND INTO "PRIME SERVICE, INC." UNDER THE NAME OF "PRIME SERVICE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF OCTOBER, A.D. 1998, AT 9 O'CLOCK A.M.



Edward J. Freel
Edward J. Freel, Secretary of State

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991375951

AUTHENTICATION 9965907

DATE 09-12-99

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**CERTIFICATE OF MERGER
OF
ATLAS COPCO RENTAL INC.
INTO
PRIME SERVICE, INC.**

The undersigned corporations organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DO HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
Atlas Copco Rental Inc.	Delaware
Prime Service, Inc.	Delaware

SECOND: That a Plan of Merger between the parties to the merger attached hereto as Exhibit "A" has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving corporation of the merger is Prime Service, Inc.

FOURTH: That the certificate of incorporation of Prime Service, Inc., a Delaware corporation, the surviving corporation, shall be the certificate of incorporation of the surviving corporation.

FIFTH: That the executed Plan of Merger is on file at an office of Prime Service, Inc., the surviving corporation, at the following address:


16225 Park Ten Place, Suite 200
Houston, Texas 77084

SIXTH: That a copy of the Plan of Merger will be furnished by Prime Service, Inc., the surviving corporation, on request and without cost to any stockholder of any constituent corporation.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each of the undersigned has caused this Certificate of Merger to be executed and delivered by their respective authorized officers as of the 30th day of September, 1998.

PRIME SERVICE, INC.

By: 
Name: Kevin L. Loughlin
Title: Vice President and Chief Financial Officer

ATLAS COPCO RENTAL INC.


By: 
Name: Malcolm Davidson
Title: PRESIDENT

EXHIBIT A
PLAN OF MERGER

This Plan of Merger (this "Agreement") is made and entered into as of the 30th day of September, 1998, by and among Prime Service, Inc., a Delaware corporation ("Prime"), and Atlas Copco Rental Inc., a Delaware corporation ("ACR").

WHEREAS, Prime is a corporation organized and existing under the laws of the State of Delaware and having an authorized capitalization of 2,000 shares of capital stock;

WHEREAS, ACR is a corporation organized and existing under the laws of the State of Delaware and has an authorized capitalization of 1,000 shares of capital stock;

WHEREAS, Atlas Copco North America Inc., a Delaware corporation, is the sole stockholder of both Prime and ACR; and

WHEREAS, Prime and ACR desire to merge ACR with and into Prime for certain business reasons.

NOW, THEREFORE, Prime and ACR adopt the following plan of merger:

1. **Merger**. The Merging Companies shall be merged into a single corporation by ACR merging with and into Prime. Prime shall survive the merger (the "Surviving Corporation") pursuant to the provisions of the Delaware General Corporation Law ("DGCL"). Upon this merger the separate corporate existence of ACR shall cease and the Surviving Corporation shall become the owner, without other transfer, of all the rights and property of Prime and ACR, and the Surviving Corporation shall become subject to all the debts and liabilities of the Merging Companies in the same manner as if it had itself incurred them.

2. **Effective Date**. This Agreement shall become effective immediately upon compliance with the laws of the State of Delaware (the "Effective Date").

3. **Surviving Corporation**. The name of the Surviving Corporation shall be Prime Service, Inc. The purposes and county where the registered office for the Surviving Corporation shall be located shall be as they appear in the Certificate of Incorporation of the Surviving Corporation.

4. **Authorized Capital**. The authorized capital stock of the Surviving Corporation following the Effective Date shall be 2,000 shares, of which 1,000 shares shall be common stock, par value \$0.01 per share, and 1,000 shall be preferred stock, par

value \$0.01 per share, unless and until the same shall be changed in accordance with the laws of the State of Delaware.

5. Certificate of Incorporation of Surviving Corporation. The certificate of incorporation of Prime, as in effect on the Effective Date, shall be the certificate of incorporation of the Surviving Corporation, until the same shall be altered or amended pursuant to the DGCL.

6. Bylaws. The bylaws of Prime, as in effect on the Effective Date, shall be the bylaws of the Surviving Corporation, until the same shall be altered, amended, or repealed, or until new bylaws are adopted as provided therein.

7. Board of Directors. The directors of Prime immediately prior to the Effective Date shall constitute the board of directors of the Surviving Corporation and shall hold office from the Effective Date until their successors are duly elected or appointed and qualified, or until they are removed from office, in the manner provided in the bylaws of the Surviving Corporation.

8. Officers. The officers of Prime immediately prior to the Effective Date shall be the officers of the Surviving Corporation and shall hold office from the Effective Date until their successors are duly elected or appointed, or until they are removed from office, in the manner provided in the bylaws of the Surviving Corporation.

9. Conversion of Stock of Merging Companies. Shares of stock of the Merging Companies shall be converted into shares of the Surviving Corporation as follows, for a total of 100 shares of common stock, par value \$0.01 per share, outstanding:

- (a) Shares of Prime. Each share of common stock of Prime that is issued and outstanding on the Effective Date of merger shall remain issued and outstanding as one share of common stock of the Surviving Corporation.
- (b) Shares of ACR. Each share of common stock of ACR that is issued and outstanding on the Effective Date of the merger shall be canceled, and the sole stockholder of ACR shall not receive shares of common stock of the Surviving Corporation.
- (c) Stockholders in the Surviving Corporation shall be entitled to receive any and all dividends on stock of the Surviving Corporation that may be declared and paid between the Effective Date of the merger and issuance to such stockholder of a certificate of common stock in the Surviving Corporation.

10. Retirement of Stock. On and after the Effective Date of the merger, the sole stockholder of ACR shall surrender for cancellation its certificate or certificates of stock in ACR to the Surviving Corporation by delivering the same to its offices at 16225 Park Ten Place, Suite 200, Houston, Texas 77084.


11. Abandonment by Board of Directors. Either of the boards of directors of Prime or ACR may, in its discretion, abandon this merger, subject to the rights of third parties under and contracts relating to this merger without action or approval by the stockholders of Prime or ACR, at any time before the merger has been completed.

12. Tax-Free Merger. This Agreement is considered to be a tax-free merger pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.


[SIGNATURES ON NEXT PAGE]

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

PRIME SERVICE, INC.

By: 
Name: Kevin L. Loughlin
Title: Vice President and Chief
Financial Officer

ATLAS COPCO RENTAL INC.

By: 
Name: Malcolm Davidson
Title: PRESIDENT

CERTIFICATE OF ASSISTANT SECRETARY
OF
PRIME SERVICE, INC.

The undersigned, being the Assistant Secretary of Prime Service, Inc., a Delaware corporation ("Prime"), does hereby certify that written consent by the holders of all of the outstanding stock of Prime has been given to the adoption of the Plan of Merger, dated as of September 30, 1998, pursuant to which Atlas Copco Rental Inc., a Delaware corporation, will merge with and into Prime, with Prime as the surviving corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Assistant Secretary of Prime Service, Inc. to be executed as of the 30th day of September, 1998.



Stanton P. Eigenbrodt, Assistant Secretary
of Prime Service, Inc.

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CERTIFICATE OF ASSISTANT SECRETARY
OF
ATLAS COPCO RENTAL INC.

The undersigned, being the Assistant Secretary of Atlas Copco Rental Inc., a Delaware corporation ("ACR"), does hereby certify that written consent by the holders of all of the outstanding stock of ACR has been given to the adoption of the Plan of Merger, dated as of September 30, 1998, pursuant to which ACR, will merge with and into Prime Service, Inc., a Delaware corporation ("Prime"), with Prime as the surviving corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Assistant Secretary of Atlas Copco Rental Inc. to be executed as of the 30th day of September, 1998.



Mark Cohen, Assistant Secretary of
Atlas Copco Rental Inc.

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