



F 101181453 T
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): SnyderGeneral Corporation
10-20-99
 Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation-State- Minnesota
 Other _____
Additional name(s) of conveying party(ies) attached?
Yes No

2. Name and Address of Receiving party(ies):
Name: SnyderGeneral Corporation
Street Address: 3620 Trammel Crow Center
City: Dallas
State: Texas Zip: 75201
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____
Execution Date: March 16, 1992

If assignee is not domiciled in the United States, a domestic representative designated is attached:
 Yes No
(Designation must be a separate document from Assignment.)
Additional name(s) & address(es) attached?
 Yes No


4. Application number(s) or registration number(s):
A. Trademark application No.(s) B. Trademark Registration No.(s)
Additional numbers attached? Yes No
See Attached List.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William H. Hollander
Wyatt, Tarrant & Combs
Street Address: 2600 Citizens Plaza
City: Louisville,
State: Kentucky Zip: 40202

6. Total number of applications and registrations involved: 20
7. Total fee (37 CFR § 3.41) \$515.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

10/26/1999 MTHA11 00000062 1885942
01 FC:401 40.00 OP
02 FC:482 475.00 OP

9. 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.
William H. Hollander 
Name of person signing Signature
October 8, 1999
Date

Total number of pages comprising cover sheet: 1

TRADEMARK

REEL: 001979 FRAME: 0436

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
American Air Filter & Design	1,885,942	03/28/95
Vanetrol	1,153,782	05/12/81
Roofpak	851,030	06/18/68
Seasoncon	783,212	01/12/65
Seasonpak	786,010	03/02/65
Seasontrol	692,007	01/26/60
Seasonvent	767,177	03/24/64
Superpak	1,174,068	10/20/81
Thermex	697,442	05/10/60
Draft/Stop	674,759	02/24/59
Nelson Aire	672,234	01/06/59
Quartzone	704,960	9/27/80
Remington	439,847	07/27/48
AAF & Design	510,447	05/31/49
Airmat	532,728	10/31/50
Viscosine	535,582	01/02/51
Astrogel	1,445,973	07/07/87
American Air Filter (stylized)	1,887,056	04/04/95
Electro-Matic (stylized)	377,821	05/14/40
Roto-Clone	369,644	08/01/79

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10/07/99 4 16 PM

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 AGREEMENT OF MERGER, WHICH MERGES: "SNYDERGENERAL CORPORATION", A MINNESOTA CORPORATION, WITH AND INTO "SNYDERGENERAL CORPORATION" UNDER THE NAME OF "SNYDERGENERAL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF MARCH, A.D. 1992, AT 4 O'CLOCK P.M.



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A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 9864889

DATE: 07-14-99

TRADEMARK
REEL: 001979 FRAME: 0438

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (hereinafter referred to as this "Agreement"), dated as of March 16, 1992, is made and entered into between SnyderGeneral Corporation, a Minnesota corporation ("Snyder-Minnesota"), and SnyderGeneral Corporation, a Delaware corporation ("Snyder-Delaware").

W I T N E S S E T H:

WHEREAS, Snyder-Minnesota is a corporation organized and existing under the laws of the State of Minnesota, having been incorporated on May 25, 1933;

WHEREAS, Snyder-Delaware is a corporation organized and existing under the laws of the State of Delaware, having been incorporated on March 9, 1992; and

WHEREAS, the respective Boards of Directors of Snyder-Minnesota and Snyder-Delaware have approved this Plan under which Snyder-Minnesota shall be merged with and into Snyder-Delaware (such merger being hereinafter referred to as the "Merger");

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Snyder-Minnesota shall be merged into Snyder-Delaware upon the terms and conditions hereinafter set forth.

ARTICLE I

MERGER

On the effective date of the Merger (hereinafter referred to as the "Effective Date") as provided herein, Snyder-Minnesota shall be merged into Snyder-Delaware, the separate existence of Snyder-Minnesota shall cease and Snyder-Delaware (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist under the name of SnyderGeneral Corporation by virtue of, and shall be governed by, the laws of the State of Delaware. The address of the registered office of the Surviving Corporation in the State of Delaware will be The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle.

ARTICLE II

CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of Snyder-Delaware as in effect on the date hereof without change unless and until amended in accordance with applicable law.

ARTICLE III

BYLAWS OF THE SURVIVING CORPORATION

The Bylaws of the Surviving Corporation shall be the Bylaws of Snyder-Delaware as in effect on the date hereof without change unless and until amended or repealed in accordance with applicable law.

ARTICLE IV

EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS

4.01 On the Effective Date, (i) each outstanding share of Snyder-Minnesota Common Stock, par value \$.01 per share, ("Snyder-Minnesota Common Stock") shall be converted into one share of Snyder-Delaware Common Stock, par value \$.01 per share ("Snyder-Delaware Common Stock"), except for those shares with respect to which the holders thereof duly exercise their dissenters' rights under Minnesota law, (ii) each issued share of Snyder-Minnesota Common Stock held in treasury by Snyder-Minnesota shall be retired and cancelled and no shares of Snyder-Delaware Common Stock shall be issued in respect thereof and (iii) each outstanding share of Snyder-Delaware Common Stock shall be retired and cancelled.

4.02 All options and rights to acquire Snyder-Minnesota Common Stock under or pursuant to the Key Management Stock Option Plan (1987) or Key Management Incentive Plan, both as in effect on the Effective Date, or otherwise which are outstanding on the Effective Date will automatically be converted into equivalent options and rights to purchase the same number of shares of Snyder-Delaware Common Stock. All plans or agreements of Snyder-Minnesota under which such options and rights are granted or issued shall be continued and assumed by Snyder-Delaware unless and until amended or terminated in accordance with their respective terms.

4.03 All warrants and rights to acquire Snyder-Minnesota Common Stock under or pursuant to that certain Warrant Agreement dated as of June 1, 1987 by and between

Snyder-Minnesota and Michael Caolo, Jr., as in effect on the Effective Date, which are outstanding on the Effective Date will automatically be converted into equivalent warrants and rights to purchase the same number of shares of Snyder-Delaware Common Stock. Such Warrant Agreement shall be assumed and continued by Snyder-Delaware unless and until amended or terminated in accordance with its terms.

4.04 All options and rights to acquire Snyder-Minnesota's Common Stock under or pursuant to those certain Executive Employment and Compensation Agreements, effective as of January 1, 1991, by and between Snyder-Minnesota and certain executive officers of Snyder-Minnesota, as in effect on the Effective Date, which are outstanding on the Effective Date will automatically be converted into equivalent options and rights to purchase the same number of shares of Snyder-Delaware Common Stock. Such Executive Employment and Compensation Agreements shall be continued and assumed by Snyder-Delaware unless and until amended or terminated in accordance with their respective terms.

4.05 On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of Snyder-Minnesota Common Stock shall be deemed for all purposes to evidence ownership of and to represent shares of Snyder-Delaware Common Stock into which the shares of Snyder-Minnesota Common Stock represented by such certificates have been converted as herein provided and shall be so registered on the books and records of Snyder-Delaware or its transfer agent. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to Snyder-Minnesota or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Snyder-Delaware Common Stock evidenced by such outstanding certificate as above provided.

ARTICLE V

CORPORATE EXISTENCE, POWERS AND LIABILITIES OF SURVIVING CORPORATION

5.01 On the Effective Date, the separate existence of Snyder-Minnesota shall cease. Snyder-Minnesota shall be merged with and into the Surviving Corporation in accordance with the provisions of this Agreement. Thereafter, Snyder-Delaware shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; and all and singular,

the rights, privileges, powers and franchises of Snyder-Minnesota and Snyder-Delaware, and all property, real, personal and mixed, and all debts due to each of them on whatever account, as well as stock subscriptions as all other things in action or belonging to each of the parties to this Agreement, shall be vested in Snyder-Delaware; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise, vested in Snyder-Minnesota and Snyder-Delaware, or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities, shall thenceforth attach to Snyder-Delaware, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

5.02 Snyder-Minnesota agrees that it will execute and deliver (or cause to be executed and delivered) all such deeds, assignments and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, immunities, powers, purposes and franchises, and all and every other interest, of Snyder-Minnesota and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI

OFFICERS AND DIRECTORS OF SURVIVING CORPORATION

6.01 Upon the Effective Date, the officers and directors of the Surviving Corporation shall be the officers and directors of Snyder-Delaware in office at such date, and such persons shall hold office in accordance with the Bylaws of the Surviving Corporation or until their respective successors shall have been appointed or elected.

6.02 If, upon the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation, such vacancy shall be filled in the manner provided by its Bylaws.

ARTICLE VII

APPROVAL BY SHAREHOLDERS; AMENDMENT; EFFECTIVE DATE

7.01 This Agreement and the Merger contemplated hereby are subject to approval by the requisite votes of shareholders in accordance with applicable Minnesota law, in the case of

Snyder-Minnesota, and in accordance with applicable Delaware law, in the case of Snyder-Delaware. As promptly as practicable after approval of this Agreement by such shareholders in accordance with applicable law, duly authorized officers of the respective parties shall make and execute Articles of Merger and shall cause such document to be filed with the Secretary of State of Minnesota and the Secretary of State of Delaware in accordance with the laws of the States of Minnesota and Delaware. The Effective Date shall be the date on which the Merger becomes effective under the laws of Minnesota or the date on which the Merger becomes effective under the laws of Delaware, whichever occurs later.

7.02 The Board of Directors of Snyder-Minnesota and Snyder-Delaware may amend this Agreement at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of the Merger (a) by the shareholders of Snyder-Minnesota shall not (1) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Snyder-Minnesota Common Stock, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of Snyder-Minnesota Common Stock, and (b) by the stockholders of Snyder-Delaware shall not (1) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Snyder-Delaware Common Stock, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the holders of Snyder-Delaware Common Stock.

ARTICLE VIII

TERMINATION OF MERGER

This Agreement may be terminated and the Merger abandoned at any time prior to the filing of this Agreement with the Secretary of State of Minnesota and the Secretary of State of Delaware, whether before or after shareholder approval of this Agreement, by the consent of each of the respective Boards of Directors of Snyder-Minnesota and Snyder-Delaware.

ARTICLE IX

MISCELLANEOUS

In order to facilitate the filing and recording of this Agreement, this Agreement may be executed in counterparts, each

of which when so executed shall be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, all as of the day and year first above written.

SNYDERGENERAL CORPORATION,
a Minnesota corporation

[S E A L]

By: Richard W. Snyder
Richard W. Snyder,
Chairman of the Board and
Chief Executive Officer

ATTEST

By: Michael Caolo, Jr.
Michael Caolo, Jr.,
Secretary

SNYDERGENERAL CORPORATION,
a Delaware corporation

[S E A L]

By: Richard W. Snyder
Richard W. Snyder,
Chairman of the Board and
Chief Executive Officer

ATTEST

By: Michael Caolo, Jr.
Michael Caolo, Jr.,
Secretary

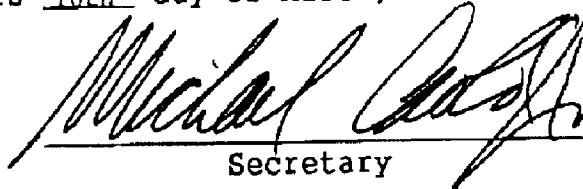
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CERTIFICATE OF THE SECRETARY
OF
SNYDERGENERAL CORPORATION
(a Delaware Corporation)

I, Michael Caolo, Jr., the Secretary of SnyderGeneral Corporation, hereby certify that the Plan and Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted pursuant to a Written Consent of the Sole Stockholder of SnyderGeneral Corporation dated March 10, 1992.

WITNESS my hand and seal this 16th day of March, 1992.

(SEAL)

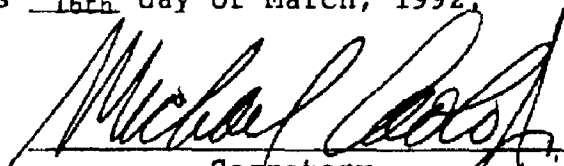

Secretary

CERTIFICATE OF THE SECRETARY
OF
SNYDERGENERAL CORPORATION
(a Minnesota Corporation)

I, Michael Caolo, Jr., the Secretary of SnyderGeneral Corporation, hereby certify that the Plan and Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted pursuant to a Unanimous Written Consent of the Shareholders of SnyderGeneral Corporation dated March 10, 1992.

WITNESS my hand and seal this 16th day of March, 1992,

(SEAL)


Secretary

RECAP.7