

10-29-1999



101186236

MAD
11-26-99

RECORD
TR/



10-26-1999

EET

U.S. Patent & TMOs/TM Mail Rpt. Dt. #01

Associated original document(s) or copy(ies).

TO: The Commissioner of Patents and Tradem

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

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)

10/28/1999 MTHAI1 00000276 1611028

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 225.00 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

TRADEMARK
REEL: 001981 FRAME: 0666

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name **DEVEAU & MARQUIS**

Address (line 1) **1360 Peachtree Street, N.E.**

Address (line 2) **Two Midtown Plaza, Suite 1400**

Address (line 3) **Atlanta, Georgia 30309-3209**

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number **404.875.3555**

Name **Todd Deveau**

Address (line 1) **DEVEAU & MARQUIS**

Address (line 2) **Two Midtown Plaza, Suite**

Address (line 3) **1360 Peachtree Street, N.E.**

Address (line 4) **Atlanta, Georgia 30309-3209**

Pages Enter the total number of pages of the attached conveyance document including any attachments. # **2**

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)

1,611,028 **1,590,565** **1,609,576**

1,211,299 **1,211,298** **1,211,297**

1,212,954 **1,212,946** **1,126,151**

1,181,636

Number of Properties Enter the total number of properties involved. # **10**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ **2500**

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: # **04-0925**

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.

Todd Deveau, Reg. No. 29,526

22 Oct. 1999

Name of Person Signing

Signature

Date Signed

Secretary of State
Business Information and Services
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 960310639
CONTROL NUMBER: 9515897
EFFECTIVE DATE: 01/31/1996
REFERENCE : 0091
PRINT DATE : 02/05/1996
FORM NUMBER : 411

CSC NETWORKS
LISA WILLIAMS
66 LUCKIE STREET
ATLANTA, GA 30303

CERTIFICATE OF MERGER

I, the Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of said filing.

Surviving Entity:
INTER-AMERICAN VANGUARD CORP., A DELAWARE CORPORATION

Nonsurviving Entity/Entities:
ROME PLOW COMPANY, A GEORGIA CORPORATION
REYNOLDS INTERNATIONAL, INC., A TEXAS CORPORATION
INTER-AMERICAN TRANSPORT EQUIPMENT CO., A FLORIDA CORPORATION



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE

TRADEMARK

REEL: 001981 FRAME: 0668

960310639

ARTICLES OF MERGER

OF

REYNOLDS INTERNATIONAL, INC.,

ROME PLOW COMPANY, 9515897

INTER-AMERICAN TRANSPORT EQUIPMENT CO.

AND

INTER-AMERICAN VANGUARD CORP.

Secretary of State
State of Georgia

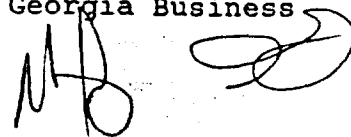
Pursuant to the provisions of the Georgia Business Corporation Code, the domestic corporation and the foreign corporations herein named do hereby adopt the following articles of merger for the purpose of merging the domestic corporation with and into one of the foreign corporations.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Reynolds International, Inc., a corporation incorporated under the laws of the State of Texas ("Reynolds"), Rome Plow Company, a corporation incorporated under the laws of the State of Georgia ("Rome Plow"), and Inter-American Transport Equipment Co., a corporation incorporated under the laws of the State of Florida ("Transport Equipment"), with and into Inter-American Vanguard Corp., a corporation incorporated under the laws of the State of Delaware ("Vanguard"), adopted at a meeting by the Board of Directors of Reynolds on January 26, 1996, by the Board of Directors of Rome Plow on January 26, 1996, by the Board of Directors of Transport Equipment on January 26, 1996, and by the Board of Directors of Vanguard on January 26, 1996.

2. The Agreement and Plan of Merger was duly approved by the shareholders of Reynolds, by the shareholders of Rome Plow, by the shareholders of Transport Equipment and by the shareholders of Vanguard.

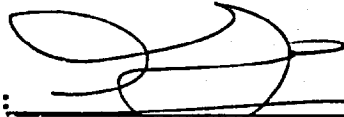
3. The merger of Reynolds, Rome Plow and Transport Equipment with and into Vanguard is permitted under the laws of the jurisdiction of incorporation of Vanguard, and has been authorized in compliance with said laws.

4. This Article constitutes an undertaking by the corporation that the request for publication of a notice of filing these Articles of Merger and payment therefor will be made as required by subsection (b) of Section 14-2-1105.1 of the Georgia Business Corporation Code.

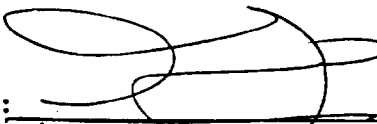


IN WITNESS WHEREOF, these Articles of Merger have been executed on the 26 day of January, 1996.


REYNOLDS INTERNATIONAL, INC.

By: 
Diego R. Suarez
President

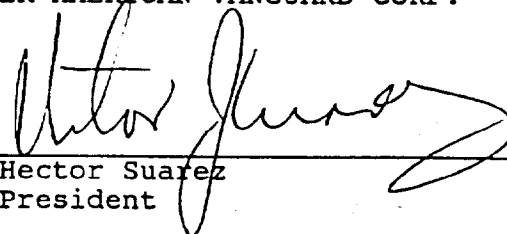
ROME PLOW COMPANY

By: 
Diego R. Suarez
President

INTER-AMERICAN TRANSPORT EQUIPMENT CORPORATION

By: 
Diego R. Suarez
President

INTER-AMERICAN VANGUARD CORP.

By: 
Hector Suarez
President

F:\DATA\1131.07\DOCS\ARTICLES.GA

SECRETARY OF STATE
JAN 31 11 15 AM '96
BSR (1)

SECRETARY OF STATE
FEB 2 3 35 PM '96
BSR (1)

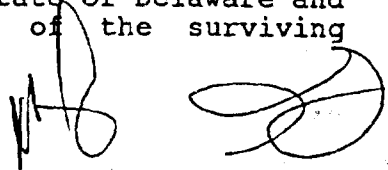
AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made this 26 day of January, 1996 by and among REYNOLDS INTERNATIONAL, INC., a Texas corporation ("Reynolds International"), ROME PLOW COMPANY, a Georgia corporation ("Rome Plow"), INTER-AMERICAN TRANSPORT EQUIPMENT CORPORATION, a Florida corporation ("Transport Equipment") (Reynolds International, Rome Plow and Transport Equipment are sometimes collectively referred to as the "Merged") and INTER-AMERICAN VANGUARD CORP., a Delaware corporation ("Vanguard").

1. Subject to adoption of this Agreement and Plan of Merger (the "Plan of Merger") by (i) the Shareholders and the Board of Directors of Reynolds International pursuant to the provisions of the Texas Business Corporation Act, (ii) the Shareholders and the Board of Directors of Rome Plow pursuant to the provisions of the Georgia Business Corporation Code, (iii) the Shareholders and the Board of Directors of Transport Equipment pursuant to the provisions of the Florida Business Corporation Act, and (iv) the Shareholders and the Board of Directors of Vanguard pursuant to the provisions of the Delaware Business Corporation Act, and effective as of the Effective Date (as hereinafter defined), Reynolds International, Rome Plow and Transport Equipment shall be merged with and into Vanguard, which shall be the surviving corporation (and is sometimes referred to herein as the "surviving corporation") and which shall continue to exist as the surviving corporation under the name Inter-American Vanguard Corp., pursuant to the provisions of the laws of the State of Delaware. The separate existence of Reynolds International, Rome Plow and Transport Equipment shall cease as of the Effective Date in accordance with the provisions of the Florida Business Corporation Act, the Texas Business Corporation Act, the Georgia Business Corporation Code and the Delaware General Corporation Law.

2. On and after the Effective Date, the articles of incorporation of Vanguard, as amended from time to time and as in effect on the Effective Date, shall be the articles of incorporation of the surviving corporation and said articles of incorporation shall continue in full force and effect until amended and changed as therein provided and in the manner prescribed by the laws of the State of Delaware.

3. On and after the Effective Date, the bylaws of Vanguard, as amended from time to time and as in effect on the Effective Date, shall be the bylaws of the surviving corporation and said bylaws shall continue in full force and effect until altered, amended, or repealed, or until new bylaws shall be adopted, in accordance with the laws of the State of Delaware and the articles of incorporation and bylaws of the surviving corporation.

Two handwritten signatures in black ink, one on the left and one on the right, positioned below the third paragraph of the agreement.

TRADEMARK

REEL: 001981 FRAME: 0671

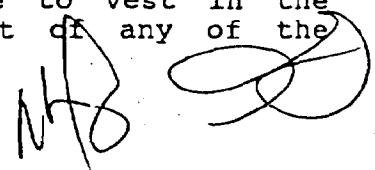
4. On and after the Effective Date, the directors and officers of Vanguard in office immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their positions as directors and officers until the election and qualification of their respective successors or as otherwise provided in the articles of incorporation and bylaws of the surviving corporation.

5. The surviving corporation will not issue any of its shares in exchange for the issued shares of the Merged Corporations. The shares of each of the Merged Corporations shall not be converted or substituted for shares in the surviving corporation. All of the issued shares of each of the Merged Corporations shall, on the Effective Date, be surrendered, cancelled and extinguished. The issued and outstanding shares of Vanguard shall not be converted or exchanged in any manner, but each one share which is issued and outstanding as of the Effective Date shall represent one share of the surviving corporation from and after the Effective Date. There is no stated capital of the shares of the surviving corporation.

6. The location of the principal office of the surviving corporation shall be 3690 N.W. 62nd Avenue, Miami, Florida 33147.

7. This Plan of Merger shall be submitted for adoption by the Board of Directors of Reynolds International, Rome Plow, Transport Equipment and Vanguard, and if adopted by the Board of Directors of Reynolds International, Rome Plow, Transport Equipment and Vanguard, submitted for approval by the respective shareholders of the corporations, in the manner prescribed by the laws of the States of Texas, Georgia, Florida and Delaware. If this Plan of Merger is adopted by the respective Board of Directors of Reynolds International, Rome Plow, Transport Equipment and Inter-American Reynolds, and approved by the respective shareholders of each of the corporations, each of the Merged Companies and Vanguard shall cause to be executed and filed a certificate and/or articles of merger and such other documents, if any, prescribed by the laws of the States of Texas, Georgia, Florida and Delaware, and will cause to be performed all necessary acts to effectuate the merger contemplated herein.

8. From and after the Effective Date, the officers and directors of the surviving corporation, in the name of Reynolds International, Rome Plow, Transport Equipment and/or Vanguard, which were the constituent corporations, shall, from time to time as and when requested by the surviving corporation, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered, all such deeds and documents, and shall take or cause to be taken all such further acts or other action, as the surviving corporation may deem necessary or desirable to vest in the surviving corporation any property or right of any of the

Handwritten signatures and initials, including a large stylized signature and a circular stamp or mark.

constituent corporations or to otherwise carry out the intent and purposes of this Plan of Merger.


9. Subject to adoption of this Plan of Merger by the Board of Directors of Reynolds International, Rome Plow, Transport Equipment and Inter-American Reynolds, and approval of the Plan of Merger by the respective shareholders of the corporations, the date on which the merger contemplated herein shall become effective in the States of Texas, Georgia, Florida and Delaware (the "Effective Date") shall be January 31, 1996.

10. The transactions contemplated by this Plan of Merger are intended to qualify as a reorganization as defined in Section 368(a)(1) of the Internal Revenue Code of 1986. Accordingly, on and after the Effective Date, the books and records of the surviving corporation shall be maintained in such a manner as to appropriately reflect the consummation of the aforescribed reorganization and all reports required to be filed with the Internal Revenue Service on and after the Effective Date shall appropriately reflect the reorganization.

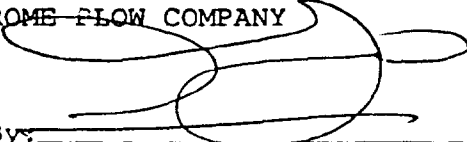
11. This Plan of Merger shall be binding on and inure to the benefit of the respective parties hereto and their successors and assigns. This Plan of Merger represents the entire understanding of the parties regarding the subject matter hereof, and supersedes any and all other inconsistent or conflicting prior agreements between the parties. Subject to the provisions of law to the contrary, the terms and provisions of this Plan of Merger may be amended by the Board of Directors of Reynolds International, Rome Plow, Transport Equipment and Vanguard at any time prior to the filing of articles of merger with respect hereto, provided that any amendment shall be in a writing that is signed by the parties hereto. The Board of Directors of Reynolds International, Rome Plow, Transport Equipment and Vanguard may abandon the merger contemplated herein by a writing to that effect at any time prior to filing a certificate and articles of merger with respect hereto. The provisions of this agreement are severable, and any invalidity, unenforceability or illegality in any provision or provisions hereof shall not affect the remaining provisions of this agreement. All references to gender or number in this agreement shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of the context requires.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed and delivered in the manner prescribed by law on the date first written above.

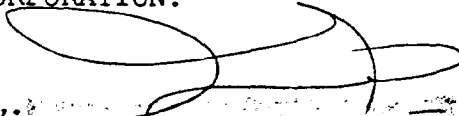
REYNOLDS INTERNATIONAL, INC.

By: 
Diego R. Suarez
President

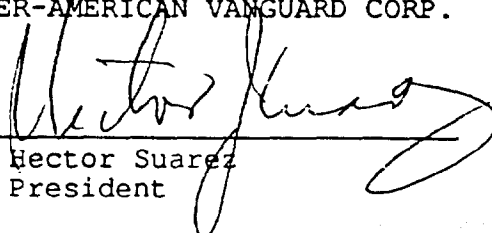
ROME FLOW COMPANY

By: 
Diego R. Suarez
President

INTER-AMERICAN TRANSPORT EQUIPMENT CORPORATION.

By: 
Diego R. Suarez
President

INTER-AMERICAN VANGUARD CORP.

By: 
Hector Suarez
President

F:\DATA\1131.07\DOCS\MERGER.PLN

SECRETARY OF STATE
JUN 31 11 15 AM '96
BSR (1)

Secretary of State
Business Information and Services
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 970270920
CONTROL NUMBER : 9515897
DATE INC/AUTH/FILED: 05/25/1995
JURISDICTION : GEORGIA
PRINT DATE : 01/27/1997
FORM NUMBER : 215

RYAN SCHNEIDER / DEVAU, COLTON & MARQUIS
TWO MIDTOWN PLAZA, STE 1400
1360 PEACHTREE ST
ATLANTA GA 30309

CERTIFIED COPY

I, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

ROME PLOW COMPANY
A DOMESTIC PROFIT CORPORATION

Said entity was formed in the jurisdiction set forth above and has filed in the office of the Secretary of State on the date set forth above the original document of which copies are attached.

This certificate is issued pursuant to the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE