

MUD 11/11/99



101207861

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

1. Name of conveying party(ies):

Ransom Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State Alabama
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 18, 1998

2. Name and address of receiving party(ies):

Name: Ransom Industries, LP

Internal Address: _____

Street Address: 1927 First Avenue North, 5th Floor

City: Birmingham State: AL ZIP: 35203

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

670,482

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David W. Grace

Internal Address: Loeb & Loeb LLP

Street Address: 10100 Santa Monica Boulevard

Suite 2200

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

12-1820

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

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40.00 00

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.

David W. Grace

Name of Person Signing

Signature

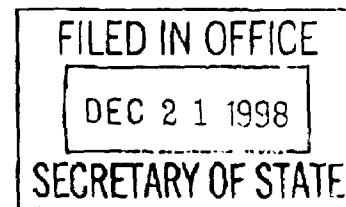
10 NOV 99

Date

Total number of pages including cover sheet, attachments, and document: [11]

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**CERTIFICATE OF MERGER
OF
RANSOM INDUSTRIES, INC.,
an Alabama corporation,
INTO
RANSOM INDUSTRIES, LP,
an Alabama limited partnership**



Pursuant to the provisions of Sections 10-2B-11.01 and 10-9A-191 of the Code of Alabama 1975, as amended, the undersigned entities, RANSOM INDUSTRIES, INC., an Alabama corporation ("Ransom Inc."), and RANSOM INDUSTRIES, LP, an Alabama limited partnership ("Ransom LP"), agree upon the terms of the following Certificate of Merger for the purpose of merging RANSOM INC. with and into RANSOM LP, effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Alabama.

FIRST: The name, jurisdiction or the county in which its articles incorporation is filed, and date of formation or organization of each entity that is to merge are as follows:

<u>Name of Entity</u>	<u>Jurisdiction</u>	<u>Date of Formation or Organization</u>
Ransom Industries, Inc.	Jefferson County, Alabama	November 8, 1995
Ransom Industries, LP	Jefferson County, Alabama	December 18, 1998

SECOND: The plan of merger set forth in that certain Agreement and Plan of Merger of even date herewith, a copy of which is attached hereto as Exhibit A and made a part hereof as if set forth in full at this point, (i) was duly adopted and approved by the board of directors and was executed by the appropriate officers of Ransom Inc. as of December 18, 1998 in the manner prescribed by the Alabama Business Corporation Act and (ii) was approved and executed by the general and limited partners of Ransom LP in the manner prescribed by the Alabama Limited Partnership Act

THIRD: Pursuant to Section 10-2B-11.03 of the Code of Alabama 1975, as amended, (i) the sole general partner and the sole limited partner of Ransom LP each has approved said plan of merger, and (ii) Ransom LP, as the sole shareholder of Ransom Inc., has approved said plan of merger.

FOURTH: With respect to Ransom Inc., the number of shares of each voting group outstanding, the number of shares of each voting group entitled to vote on said plan, and the number of shares entitled to vote as a voting group on said plan at the time of its approval were:

<u>Voting Group</u>	<u>Outstanding Shares Entitled to Vote</u>	<u>Outstanding Shares Entitled to Vote as a Voting Group</u>
Common	1,000	1,000

FIFTH: With respect to Ransom Inc., the number of shares of each voting group entitled to vote on said plan which voted FOR and AGAINST said plan, and which voted FOR and AGAINST said plan as a voting group were as follows:

<u>Voting Group</u>	<u>Total Voted FOR</u>	<u>Total Voted AGAINST</u>	<u>Number of Shares Voted as a Voting Group</u>	
			<u>FOR</u>	<u>AGAINST</u>
Common	1,000	-0-	1,000	-0-

SIXTH: The name of the surviving Alabama limited partnership is "Ransom Industries, LP," and it is to be governed by the laws of the State of Alabama.

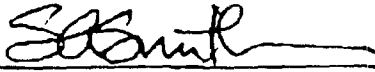
SEVENTH: The Agreement and Plan of Merger is on file at the place of business of Ransom Industries, LP, located at 1927 First Avenue North, 5th Floor, Birmingham, Alabama 35203.

EIGHTH: A copy of the Agreement and Plan of Merger will be furnished by Ransom LP, on request and without cost to any partners of Ransom LP or any person holding an interest in Ransom Inc.


Dated: December 18, 1998.

RANSOM INDUSTRIES, LP, an Alabama limited partnership

By **RANSOM HOLDINGS, INC., as the sole general partner of Ransom Industries, LP**

By: 
Stephen A. Smith
Its: President

RANSOM INDUSTRIES, INC., an Alabama corporation

By: 
Stephen A. Smith
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen A. Smith, whose name as President of Ransom Holdings, Inc., an Alabama corporation and the sole general partner of Ransom Industries, LP, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of the general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 18th day of December, 1998.

Angela D. Foley

Notary Public

AFFIX SEAL

My commission expires: My Commission Expires 11/4/2002

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen A. Smith, whose name as President of Ransom Industries, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 18th day of December, 1998.

Angela D. Foley

Notary Public

AFFIX SEAL

My commission expires: My Commission Expires 11/4/2002

This instrument prepared by:

MAYNARD, COOPER & GALE, P.C.
1901 SIXTH AVENUE NORTH
2400 AM SOUTH/HARBERT PLAZA
BIRMINGHAM, ALABAMA 35203

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of this 18th day of December, 1998, by and between **RANSOM INDUSTRIES, INC.**, an Alabama corporation ("Ransom Inc."), and **RANSOM INDUSTRIES, LP**, an Alabama limited partnership ("Ransom LP").

WITNESSETH:

WHEREAS, all of the outstanding shares of capital stock of Ransom Inc. are owned by Ransom LP.

WHEREAS, the board of directors and sole shareholder of Ransom Inc. and the general and limited partners of Ransom LP have approved, and deem it advisable to consummate, the transactions provided for herein pursuant to which Ransom Inc. will merge with and into Ransom LP;

WHEREAS, Ransom LP has or plans to elect to be treated as a corporation for state and federal income tax purposes, effective as of the date of formation of Ransom LP; and

WHEREAS, the parties to this Agreement contemplate that the transactions set forth herein shall comply with the provisions of Section 332 of the Internal Revenue Code of 1986, as amended, which section provides for nonrecognition of gain upon the merger of certain subsidiaries into their parent corporations.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 Merger. (a) Subject to the provisions hereof, Ransom Inc. shall be merged with and into Ransom LP (the "Merger"), and Ransom LP shall be the surviving entity. The name of the surviving limited partnership shall be "Ransom Industries, LP."

(b) The Merger shall occur immediately upon the filing of the Certificate of Merger with the Alabama Secretary of State (the "Effective Time").

1.2 Effect of Merger. At the Effective Time, Ransom Inc. shall be merged with and into Ransom LP and the separate existence of Ransom Inc. shall cease. All of the shares of capital stock of Ransom Inc. issued and outstanding as of the Effective Time shall be canceled.

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1.3 Vesting. All assets of Ransom Inc. as they exist at the Effective Time shall pass to and vest in Ransom LP by operation of law and without any conveyance or other transfer, pursuant to and in accordance with Sections 10-2B-11.06 and 10-9A-193 of the Code of Alabama 1975, as amended. Ransom LP shall be responsible for all of the liabilities and obligations of every kind and description of each of Ransom Inc. and Ransom LP. Neither the rights of creditors nor any liens upon the property of Ransom Inc or Ransom LP shall be impaired by the Merger.

ARTICLE II

COVENANTS

2.1 Covenants of Ransom LP and Ransom Inc. During the period from the date of this Agreement and continuing until the Effective Time, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

ARTICLE III

TERMINATION AND AMENDMENT

3.1 Termination. Prior to the Effective Time, this Agreement may be terminated by Ransom LP or Ransom Inc. upon notification to the other party.

3.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 3.1, this Agreement shall forthwith become void and of no effect.

3.3 Amendment. This Agreement may be amended by the parties hereto by action taken or authorized by the general and limited partners of Ransom LP and the board of directors and sole shareholder of Ransom, Inc. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE IV

GENERAL PROVISIONS

4.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to Ransom LP or Ransom Inc. as the case may be.

4.2 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

4.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be considered one and the same agreement and shall become effective when each counterpart has been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

4.4 Entire Agreement. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

4.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party.

This Agreement is hereby executed as of the date first written above.

RANSOM INDUSTRIES, LP, an Alabama limited partnership

By: **RANSOM HOLDINGS, INC., its general partner**

By: _____
Stephen A. Smith
Its: President

RANSOM INDUSTRIES, INC., an Alabama corporation

By: _____
Stephen A. Smith
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen A. Smith, whose name as President of Ransom Holdings, Inc., an Alabama corporation and the sole general partner of Ransom Industries, LP, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of the general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the ____ day of December, 1998.

Notary Public

AFFIX SEAL
My commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen A. Smith, whose name as President of Ransom Industries, Inc., an Alabama corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of the general partner, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the ____ day of December, 1998.

Notary Public

AFFIX SEAL
My commission expires: _____

This instrument prepared by:

MAYNARD, COOPER & GALE, P.C.
1901 SIXTH AVENUE NORTH
2400 AMSOUTH/HARBERT PLAZA
BIRMINGHAM, ALABAMA 35203

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