

12-03-1999

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



101213471

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MED 11/30/99

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
09051991
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Multi Service Corporation Execution Date
Month Day Year
09051991

- Formerly _____
- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
 - Citizenship/State of Incorporation/Organization Kansas

Receiving Party

Mark if additional names of receiving parties attached

Name Multi Service Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 8650 College Blvd.

Address (line 2) _____

Address (line 3) Overland Park Ks 66210
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Missouri

12/02/1999 TTON11 00000223 1807938

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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: 001994 FRAME: 0915

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1807938"/>	<input type="text" value="1934634"/>	<input type="text" value="2028989"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Wade Kerrigan

Wade Kerrigan

11/24/99

Name of Person Signing

Signature

Date Signed



STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

Certificate of Merger — Missouri Corporation Surviving

WHEREAS, Articles of Merger of the following corporations:

Name of Corporations MULTI SERVICE CORPORATION (Kansas Not. Qualified)
into
MULTI SERVICE CORPORATION (#00356442)

Organized and Existing Under Laws of Missouri
have been received, found to conform to law, and filed.

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, issue this Certificate of Merger certifying that the merger of the aforementioned corporations is effected, with MULTI SERVICE CORPORATION (#00356442) as the surviving corporation.



IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 5th day of September, 1991.

Roy D. Blunt
Secretary of State

ARTICLES OF MERGER

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

ORIGINAL CERTIFICATION
ISSUED

SEP 5 1991

Roy D. Blunt
Hon. Secy. SECRETARY OF STATE

Pursuant to the provisions of The General and Business Corporations Law of Missouri, the undersigned corporations certify the following:

- (1) That Multi Service Corporation of the State of Missouri (hereinafter referred to as "MOMS"), and
- (2) That Multi Service Corporation of the State of Kansas (hereinafter referred to as "KSMS")

are hereby merged and that the above-named MOMS is the surviving corporation.

- (3) That the Board of Directors of MOMS, by unanimous written consent dated August 21, 1991, approved the Agreement and Plan of Merger set forth in these Articles.
- (4) That the Board of Directors of KSMS, by unanimous written consent dated August 21, 1991, approved the Agreement and Plan of Merger set forth in these Articles.
- (5) The Agreement and Plan of Merger thereafter was approved by the shareholder of MOMS by unanimous written consent dated August 21, 1991. There were 100 shares outstanding and entitled to vote and 100 voted in favor and 0 voted against said plan.
- (6) The Agreement and Plan of Merger thereafter was approved by the shareholders of KSMS by unanimous written consent dated August 21, 1991. There were 338,000 shares outstanding and entitled to vote and 338,000 voted in favor and 0 voted against said plan.
- (7) PLAN OF MERGER. Complete document is attached as Exhibit A.

A. MOMS, of the State of Missouri, is the survivor.

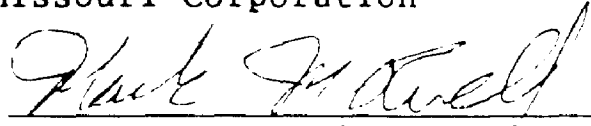
- B. All of the property, rights, privileges, leases and patents of KSMS are to be transferred to and become the property of MOMS, the survivor. The officers and board of directors of the above-named corporations are authorized to execute all deeds, assignments and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.
- C. The officers and board of directors of MOMS shall continue in office until their successors are duly elected and qualified under the provisions of the bylaws of the surviving corporation.
- D. The outstanding shares of KSMS shall be exchanged for shares of MOMS on a one-thousand-for-one (1,000 for 1) basis.
- E. The Articles of Incorporation of the survivor are the Articles of Incorporation of MOMS, and are not amended by operation of the merger.
- F. All rights to subscribe for, purchase, obtain through conversion of indebtedness or otherwise acquire shares of common stock of KSMS will be converted into equivalent rights to subscribe for, purchase, obtain through conversion of indebtedness or otherwise acquire common stock of MOMS in the ratio of one thousand (1000) shares of common stock of KSMS for one (1) share of common stock of MOMS, with appropriate adjustment in the consideration per share reflecting such ratio.
- G. All persons or entities who hold rights pertaining to the corporate governance of KSMS, including, but limited to, the right to designate certain members of the board of directors and the right to remove or replace such directors, shall hold equivalent rights pertaining to the corporate governance of MOMS.

IN WITNESS WHEREOF, these Articles of Merger have been executed in duplicate by the aforementioned corporations as of the day and year hereafter acknowledged.

CORPORATE SEAL

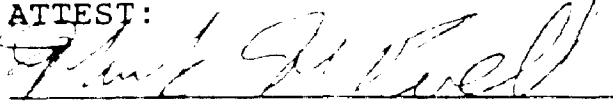
MULTI SERVICE CORPORATION,
a Missouri Corporation

By:



Mark M. O'Connell, Vice-President

ATTEST:

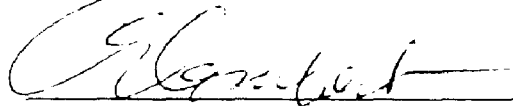


Mark M. O'Connell, Secretary

CORPORATE SEAL

MULTI SERVICE CORPORATION,
A Kansas Corporation

By:



Christopher E. Combest, President

ATTEST:



Mark M. O'Connell, Secretary

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Mark M. O'Connell, the Vice-President and Secretary of Multi Service Corporation, a Missouri corporation, known to me to be the persons who executed the foregoing instrument in behalf of said corporation and acknowledged to me that they executed the same for the purposes stated.

Witness my hand and seal this 30th day of August, 1991.

Rachelle M. Dixon
Notary Public

RACHELLE M. DIXON
My Commission Expires:
Commission Expires: 08/31/1992
My Commission Expires: 08/31/1992

STATE OF Kansas)
COUNTY OF Jackson) ss.

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Christopher Combest and Mark M. O'Connell, the President and Secretary, respectively, of Multi Service Corporation, a Kansas corporation, known to me to be the persons who executed the foregoing instrument in behalf of said corporation and acknowledged to me that they executed the same for the purposes stated.

Witness my hand and seal this 30th day of August, 1991.

Rachelle M. Biondo
Notary Public

My Commission Expires:
RACHELLE M. BIONDO
Notary Public - State of Kansas
Commissioned in Jackson County
My Commission Expires July 31, 1992

6201D

AGREEMENT AND PLAN OF MERGER

COPY

THIS AGREEMENT AND PLAN OF MERGER, dated as of the 30th day of August, 1991, is entered into pursuant to Section 351.458 of the General and Business Corporations Act of Missouri and Section 17-6702 of the General Corporation Code of Kansas by and between Multi Service Corporation, a Missouri corporation ("MOMS"), and Multi Service Corporation, a Kansas corporation ("KSMS"), referred to herein collectively as the "Parties."

WHEREAS, MOMS has authorized capital stock consisting of 25,000 shares of common stock, no par value of which 100 shares have been duly issued and are now outstanding and owned by KSMS; and

WHEREAS, KSMS has authorized capital stock consisting of 25,000,000 shares of common stock, no par value, of which 338,000 shares have been duly issued and are now outstanding; and

WHEREAS, the Board of Directors of KSMS and MOMS, respectively, deem it advisable and generally to the advantage and welfare of the Parties and their respective shareholders that KSMS merge with MOMS;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. Merger. Subject to the terms and conditions of this Agreement and Plan of Merger on the effective date as provided below, KSMS shall be and it hereby is merged with and into MOMS (the "Merger").

2. Effective Date. This Agreement and Plan of Merger will become effective immediately upon compliance with the laws of the States of Missouri and Kansas (the "Effective Date").

3. Surviving Corporation. MOMS will be the surviving corporation following the Effective Date and will continue to be governed by the laws of the State of Missouri. The separate corporate existence of KSMS will cease immediately upon the Merger.

4. Authorized Capital. The Authorized Capital Stock of MOMS following the Effective Date will be 25,000 shares of common stock, no par value.

5. Articles of Incorporation. The Articles of Incorporation of MOMS will remain in effect as the Articles of Incorporation of MOMS after the Effective Date unless and until such Articles are amended or repealed in accordance with the provisions thereof.

6. Bylaws. The Bylaws of MOMS as they exist on the Effective Date will be the Bylaws of MOMS following the Effective Date unless and until such Bylaws are amended or repealed in accordance with the provisions thereof.

7. Board of Directors and Officers. The members of the Board of Directors and the officers of MOMS immediately after the Effective Date will be those persons who were members of the Board of Directors and officers, respectively, of MOMS immediately prior to the Effective Date. Such persons will serve in their capacity as directors and officers,

respectively, for the terms provided by law or in the Bylaws, or until their successors are elected and qualified.

8. Further Assurance of Title. If at any time MOMS determines or is advised that any legal acknowledgments or assurances or other similar actions are necessary or desirable in order to acknowledge or confirm in and to MOMS any right, title or interest of KSMS held immediately prior to the Effective Date, KSMS and its officers and directors will promptly execute and deliver to MOMS all such acknowledgments or assurances. KSMS and its officers and directors further agree to do all things necessary or appropriate to acknowledge or confirm such right, title or interest in MOMS as may be necessary to carry out the purposes of this Agreement and Plan of Merger. MOMS and its officers and directors are hereby authorized in this regard to take any and all such action in the name of KSMS or otherwise.

9. Conversion of Outstanding Stock. Upon the Effective Date, the issued and outstanding shares of common stock of KSMS, no par value, and all rights with respect to such stock will be converted into fully paid and nonassessable shares of common stock of MOMS in the ratio of one thousand (1,000) shares of KSMS stock for one (1) share of MOMS stock. Following such conversion, each certificate nominally representing shares of common stock of KSMS will for all purposes be deemed to evidence the ownership of an appropriate number of shares of common stock of MOMS. The holders of the

KSMS common stock certificates shall immediately surrender such certificates in exchange for certificates of common stock in MOMS. Upon surrender of the certificates of common stock of KSMS, MOMS will cause to be issued in exchange for such certificates representing an appropriate number of shares of common stock of MOMS. Also upon the Effective Date, the 100 shares of common stock, no par value, of MOMS outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

10. Conversion of Outstanding Rights to Acquire Stock.

Upon the Effective Date, all rights to subscribe for, purchase, obtain through conversion of indebtedness or otherwise acquire shares of common stock of KSMS existing as of the Effective Date hereof are hereby converted into equivalent rights to subscribe for, purchase, obtain through conversion of indebtedness or otherwise acquire common stock of MOMS in the ratio of one thousand (1000) shares of common stock of KSMS for one (1) share of common stock of MOMS, with appropriate adjustment in the consideration per share reflecting such ratio. Upon the exercise of any such rights by any holder thereof, MOMS will cause to be issued to the appropriate party an appropriate number of shares of common stock of MOMS.

11. Rights and Liabilities of MOMS. At and after the Effective Date, MOMS will succeed to and possess, without further act or deed, all of the estate, rights, privileges,

powers, and franchises, both public and private, and all of the real, personal and mixed property of each of the Parties. All debts due to KSMS on whatever account will be vested in MOMS, and all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Parties will be as effectively the property of MOMS as they were of the respective Parties prior to the Effective Date. The title to any real estate vested by deed or otherwise in KSMS will not revert or be in any way impaired by reason of the Merger, but will be vested in MOMS. All rights of creditors and all liens upon any property of either of the Parties will be preserved unimpaired, and limited in lien to the property affected by such lien at the Effective Date. All debts, obligations, liabilities and duties of the respective Parties will, following the Merger, attach to MOMS and may be enforced against it to the same extent as if such debts, obligations, liabilities and duties had been incurred or contracted by it. MOMS hereby agrees to indemnify and hold harmless the officers and directors of each of the Parties against all such debts, obligations, liabilities and duties against all claims and demands arising out of the Merger. All persons or entities who at the Effective Date hold rights pertaining to the corporate governance of KSMS, including, but not limited to, the right to designate certain members of the board of directors and the right to remove or replace such directors, shall hold

equivalent rights pertaining to the corporate governance of MOMS at and after the Effective Date.

12. Accounting Matters. Upon the Effective Date, the assets and liabilities of KSMS will be recorded on the books of MOMS with the balances at which they are carried on the books of KSMS, subject to such adjustments, if any, as may be necessary to conform to MOMS' accounting procedures.

13. Service of Process on MOMS. MOMS agrees that it may be served with process in Kansas in any proceeding for enforcement of any obligation of KSMS as well as for the enforcement of any obligation of MOMS arising from the Merger, including any suit or other proceedings to enforce the rights of any shareholder as determined in appraisal proceedings pursuant to the provisions of the General Corporation Code of Kansas.

14. Termination. This Agreement and Plan of Merger may be terminated and abandoned by action of the Board of Directors of either party at any time prior to the Effective Date, whether before or after approval by the shareholders of the respective Parties.

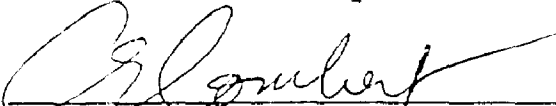
15. Plan of Reorganization. This Agreement and Plan of Merger constitutes a plan of reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

16. Expenses and Rights of Dissenting Shareholders. MOMS will pay all expenses of executing this Agreement and Plan of Merger and accomplishing the Merger, including amounts, if any, to which dissenting shareholders of KSMS may be entitled by reason of this Merger.

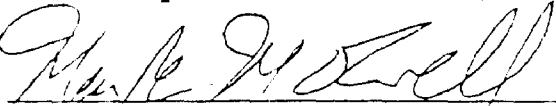
IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the directors of MOMS and KSMS pursuant to actions taken by their respective Boards of Directors by unanimous written consent dated August 30th, 1991, and the corporate seals have been affixed hereto.

Corporate Seal

MULTI SERVICE CORPORATION,
a Missouri Corporation



Christopher E. Combest, Director



Mark M. O'Connell, Director

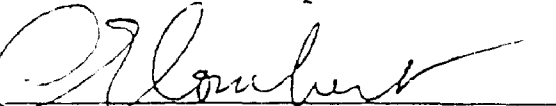
Gerald Guldun, Director

George G. Hicks, Director

Robert P. Rinek, Director

Corporate Seal

MULTI SERVICE CORPORATION,
a Kansas Corporation



Christopher E. Combest, Director



Mark M. O'Connell, Director

Gerald Guldun, Director

George G. Hicks, Director

Robert P. Rinek, Director

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the directors of MOMS and KSMS pursuant to actions taken by their respective Boards of Directors by unanimous written consent dated August ____, 1991, and the corporate seals have been affixed hereto.

Corporate Seal

MULTI SERVICE CORPORATION,
a Missouri Corporation

Christopher E. Combest, Director

Mark M. O'Connell, Director



Gerald Guldun, Director

George G. Hicks, Director

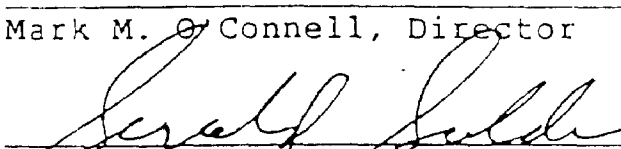
Robert P. Rinek, Director

Corporate Seal

MULTI SERVICE CORPORATION,
a Kansas Corporation

Christopher E. Combest, Director

Mark M. O'Connell, Director



Gerald Guldun, Director

George G. Hicks, Director

Robert P. Rinek, Director

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the directors of MOMS and XSMS pursuant to actions taken by their respective Boards of Directors by unanimous written consent dated August ____, 1991, and the corporate seals have been affixed hereto.

Corporate Seal

MULTI SERVICE CORPORATION,
a Missouri Corporation

Christopher E. Combest, Director

Mark M. O'Connell, Director

Gerald Guldun, Director



George G. Hicks, Director

Robert P. Rinek, Director

Corporate Seal

MULTI SERVICE CORPORATION,
a Kansas Corporation

Christopher E. Combest, Director

Mark M. O'Connell, Director

Gerald Guldun, Director



George G. Hicks, Director

Robert P. Rinek, Director

6200D

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the directors of MOMS and KSMS pursuant to actions taken by their respective Boards of Directors by unanimous written consent dated August ____, 1991, and the corporate seals have been affixed hereto.

Corporate Seal

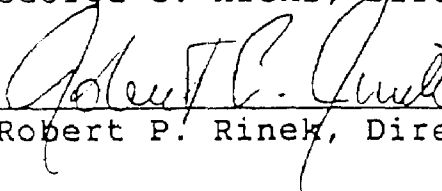
MULTI SERVICE CORPORATION,
a Missouri Corporation

Christopher E. Combest, Director

Mark M. O'Connell, Director

Gerald Guldun, Director

George G. Hicks, Director



Robert P. Rinek, Director

Corporate Seal

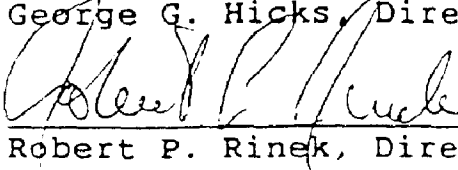
MULTI SERVICE CORPORATION,
a Kansas Corporation

Christopher E. Combest, Director

Mark M. O'Connell, Director

Gerald Guldun, Director

George G. Hicks, Director



Robert P. Rinek, Director

AGREEMENT PURSUANT TO MERGER

BILL GRAVES
SECRETARY OF STATE
STATE OF KANSAS
2ND FLOOR, STATE CAPITOL
TOPEKA, KS 66612-1594

Pursuant to the Agreement and Plan of Merger adopted by Multi Service Corporation, a Missouri corporation ("MOMS"), and Multi Service Corporation, a Kansas corporation ("KSMS"), on August 30, 1991, whereby MOMS is the surviving corporation, and pursuant to Articles of Merger executed by the two merging corporations on August 30, 1991, MOMS, agrees as follows:

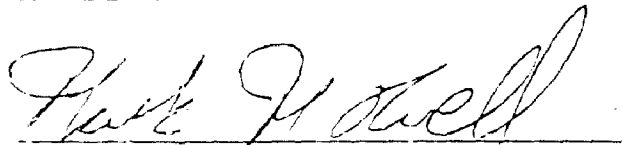
1. That it will promptly pay to the dissenting shareholders of any Kansas corporation which is a party to the merger, the amount, if any, to which they shall be entitled under the provisions of K.S.A. 17-6712 with respect to the rights of dissenting shareholders.


2. That it may be served with process in Kansas, and an irrevocable appointment of the Secretary of State of Kansas as its agent to accept service of process in any proceeding based upon any cause of action against KSMS, arising in Kansas prior to the effective date of merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of KSMS, against the surviving corporation is hereby made; the address to which service of process in any such proceeding should be

mailed is 8650 College Boulevard, Suite 205, Overland Park,
Kansas 66210.

MULTI SERVICE CORPORATION, a
Missouri Corporation

ATTEST:


Mark M. O'Connell, Secretary


By: 
Mark M. O'Connell,
Vice President

CERTIFICATION OF PRESIDENTS AND SECRETARIES

This Agreement and Plan of Merger, adopted by the directors of Multi Service Corporation, a Missouri corporation and Multi Service Corporation, a Kansas corporation, and approved by the unanimous written consent of the shareholders of the respective corporations, which approval was thereafter certified, is hereby adopted and made effective as of August 30, 1991 pursuant to the actions taken by the respective corporations.

IN WITNESS WHEREOF, this Agreement and Plan of Merger is signed by the President and Secretary of each of the respective corporations, with their corporate seals affixed thereto.

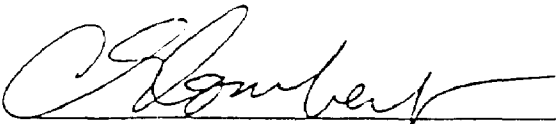
MULTI SERVICE CORPORATION,
a Missouri Corporation

By: 
Christopher E. Combest, President

CORPORATE SEAL

ATTEST: 
Mark M. O'Connell, Secretary

MULTI SERVICE CORPORATION,
a Kansas Corporation

By: 
Christopher E. Combest, President

CORPORATE SEAL

ATTEST: 
Mark M. O'Connell, Secretary

6207D/2

CERTIFICATE OF SHAREHOLDER APPROVAL

The foregoing Agreement and Plan of Merger, after having been duly executed by the directors of Multi Service Corporation, a Missouri corporation, and Multi Service Corporation, a Kansas corporation, respectively, under the corporate seals thereof, was submitted to the shareholders of the respective corporations for approval pursuant to the requirements of K.S.A. 17-6701. The undersigned secretaries of the respective corporations do hereby certify that such approval was granted pursuant to unanimous written consents dated August 30, 1991. Each secretary certifies that all issued and outstanding shares were represented, and that approval in favor of the merger was unanimous.

MULTI SERVICE CORPORATION,
a Missouri Corporation

By: Mark M. O'Connell
Mark M. O'Connell, Secretary

MULTI SERVICE CORPORATION,
a Kansas Corporation

By: Mark M. O'Connell
Mark M. O'Connell, Secretary