

03-30-2000

Attorney Docket No. HydroChem-General

FORM PTO-1594

*MRO*  
*3/29/00*



101286455

U.S. DEPT. OF COMMERCE  
PATENT AND TRADEMARK OFFICE

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

1. Name of conveying party(ies):  
Hydro-Services, Inc.  
1145 Main St.; Missouri City, TX 77459-0308

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-Texas  
 Other:

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

3. Nature of Conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other: \_\_\_\_\_

Execution Date: January 30, 1986

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

Name: Tracor Hydro-Services, Inc.

Internal Address:

Street Address: 1145 Main St.

City: Missouri City                      State: TX                      Zip: 77459-0308

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-Texas  
 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 registration number(s):

A. Trademark Application No(s):

B. Trademark Registration No(s): 888,624 (H EDUCTO-JET); 947,884 (SAF-T-GUN); 1,045,774 (H & Design); 1,361,436 (DURA-PAK)

Additional numbers attached?  Yes  No

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

Name: Walter R. Brookhart

Internal Address: Shook, Hardy & Bacon L.L.P.  
Chase Tower, Ste. 1600

Street Address: 600 Travis St.

City: Houston

State: Texas

Zip: 77002-2911

6. Total number of applications and registrations involved 4

7. Total fee (37 CFR 3.41) ..... \$  
NOTE: This is merely a correction. The document has already been recorded and its fee paid, no additional fee should be required  
 Enclosed

Authorized to be charged to deposit account

8. Deposit Account No.: 19-2112  
(Attach duplicate copy of this page if paying by deposit account!)

DO NOT USE THIS SPACE

*Charge Fee*

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.*

WALTER R. BROOKHART

*Walter R. Brookhart*

*29 March 2000*

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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



# The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

Articles of Merger of T-HYDRO, INC., a Texas corporation, and HYDRO-SERVICES, INC., a Texas corporation, were filed in this office on January 30, 1986, for which a Certificate of Merger was issued; and that according to the terms of the Merger the surviving corporation is HYDRO-SERVICES, INC., a Texas corporation, which changed its name to TRACOR HYDRO-SERVICES, INC.

TRADEMARK

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IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State as my office in the City of Austin, this

7th day of March A. D. 19 90

*Joseph S. Boyland Jr.*  
Secretary of State dem

FILED  
In the Office of the  
Secretary of State of Texas

ARTICLES OF MERGER  
OF  
DOMESTIC CORPORATIONS

JAN 30 1986

Clark IV-N  
Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned corporations adopt these Articles of Merger for the purpose of merging them into one of such corporations:

1. The attached Merger Agreement was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Texas Business Corporation Act.

2. As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such Merger Agreement are as follows:

NAME OF CORPORATION	NUMBER OF SHARES OUTSTANDING	ENTITLED TO VOTE AS A CLASS	
		DESIGNATION OF CLASS	NUMBER OF SHARES
T-Hydro, Inc.	1,000	Common	1,000
Hydro-Services, Inc.	21,730	Common	21,730
Hydro-Services, Inc.	20,301	Preferred	20,301

NAME OF CORPORATION	NUMBER OF SHARES				
	TOTAL VOTED FOR	TOTAL VOTED AGAINST	ENTITLED TO VOTE AS A CLASS		
			CLASS	VOTED FOR	VOTED AGAINST
T-Hydro, Inc.	1,000	-0-	Common	1,000	-0-
Hydro-Services, Inc.	21,730	-0-	Common	21,730	-0-
Hydro-Services, Inc.	20,301	-0-	Preferred	20,301	-0-

Dated January 30, 1986.

T-HYDRO, INC.

BY: [Signature]  
Frank W. Meese, Jr.  
ITS: President

HYDRO-SERVICES, INC.

BY: [Signature]  
ITS: President

11-10-99

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**MERGER AGREEMENT**

**THIS MERGER AGREEMENT (the "Merger Agreement") dated as of January 30, 1986, pursuant to Article 5 of the Texas Business Corporation Act ("Texas Act"), by and between T-Hydro, a Texas corporation ("T-HY"), and Hydro-Services, Inc., a Texas corporation ("Hydro"), such corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations":**

**W I T N E S S E T H:**

**WHEREAS, Tracor, Inc., a Delaware corporation ("Tracor"), owns one hundred percent (100%) of the issued and outstanding shares of capital stock of T-HY; and**

**WHEREAS, Tracor, T-HY, and Hydro have entered into an Agreement and Plan of Reorganization and Merger dated January 15, 1986, (the "Agreement and Plan"), providing for certain representations, warranties and agreements in connection with the transactions contemplated therein and herein; and**

**WHEREAS, T-HY is a corporation duly organized and validly existing under the laws of Texas having: (i) its registered office in the State of Texas at 6500 Tracor Lane, Austin, Texas 78723, with the name of its registered agent at such address being Audrey T. Dearing; and (ii) an authorized capital stock consisting of ten thousand (10,000) shares of common stock, \$1.00 par value (the "T-HY Common Stock"), 1,000 of which shares are issued, outstanding and owned by Tracor at the date hereof; and**

**WHEREAS, Hydro is a corporation duly organized and validly existing under the laws of Texas having: (i) its registered office in the State of Texas at 1145 Main Street (Hwy. 90-A), Missouri City, Texas 77459-0308, with the name of its registered agent at such address being John F. Hinrichs, Jr.; and (ii) an authorized capital stock consisting of One Million (1,000,000) shares of common stock, par value Ten Cents (\$.10) per share (the "Hydro Common Stock"), of which Twenty-one Thousand Seven Hundred Thirty (21,730) shares are issued and outstanding at the date hereof; and One Million (1,000,000) shares of 8% non-voting, noncumulative preferred stock, par value Ten Dollars (\$10.00) per share (the "Hydro Preferred Stock"), Twenty Thousand Three Hundred One (20,301) shares of which are issued and outstanding (all issued and outstanding shares of Hydro Common Stock and Hydro Preferred Stock collectively are referred to herein as "Hydro Stock"); and**

**WHEREAS, the respective Boards of Directors of T-HY and Hydro deem it advisable and in the best interests of the Constituent Corporations that T-HY be merged with and into Hydro (Hydro, as the corporation surviving such merger, being**

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hereinafter sometimes referred to as the "Surviving Corporation"), as authorized by the Texas Act and pursuant to the terms and conditions hereinafter set forth, and each such Board of Directors has duly approved this Merger Agreement; and

WHEREAS, the respective shareholders of T-HY and Hydro have duly approved the terms and provisions of the Agreement and Plan and this Merger Agreement in accordance with the Texas Act;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the merger of T-HY with and into Hydro (the "Merger"), the mode of carrying the Merger into effect, the manner and basis of converting the shares of stock of T-HY into shares of stock of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree as follows:

1. NAMES OF MERGING CORPORATIONS. The names of the merging corporations are T-Hydro, Inc., and Hydro-Services, Inc.

2. NAME OF CORPORATION SURVIVING THE MERGER. At the Effective Time of the Merger (as hereinafter defined) T-HY shall be merged with and into Hydro, and the separate existence of T-HY shall cease. Hydro shall be the corporation surviving the Merger, and it shall change its name to "Tracor Hydro-Services, Inc."

3. CERTAIN TERMS AND CONDITIONS OF THE MERGER. Certain of the terms and conditions of the Merger (in addition to those set forth elsewhere in this Merger Agreement) are as follows:

(a) At the Effective Time of the Merger, T-HY shall be merged with and into Hydro, which shall be the corporation surviving the Merger.

(b) At the Effective Time of the Merger, the separate existence of T-HY shall cease.

(c) At the Effective Time of the Merger, Hydro shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all real, personal and mixed property and all debts due (on whatever account, for all choses in action or things belonging to each of the Constituent Corporations) to either of the Constituent Corporations shall be vested in Hydro; and all property, rights, privileges, powers, franchises and all and every other interest shall thereafter be the property of Hydro as effectually as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the

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Constituent Corporations 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 either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to Hydro and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by Hydro. Specifically, but not by way of limitation, Hydro shall be responsible and liable to dissenting shareholders of Hydro, and any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations shall be prosecuted as if the Merger had not taken place, or Hydro may be substituted in place of either of the Constituent Corporations in any such action or proceeding.

(d) Subject to the express terms hereof and of the Agreement and Plan, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Corporations and their shareholders, Board of Directors, officers and agents that were valid and effective immediately prior to the Effective Time of the Merger shall thereafter be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of Hydro and shall be effective and binding thereon as the same were with respect to the Constituent Corporations. Any employees of Hydro at the Effective Time of the Merger shall continue to be employees of Hydro.

(e) At the Effective Time of the Merger, the officers and directors of Hydro shall be as follows:

<u>Name</u>	<u>Position</u>
Frank W. McBea, Jr.	Director
William C. Moyer, Jr.	Director
Jim A. Smith	Director
J. C. Terry	President
J. Pat DeBusk	Executive Vice President
Frank W. McBea, Jr.	Vice President
William C. Moyer, Jr.	Vice President
John P. Hinrichs, Jr.	Vice President/Finance
J. D. Frye	Vice President/Manufacturing
Gerald B. Lanham	Secretary/Treasurer
Audrey T. Dearing	Assistant Secretary
Jim A. Smith	Assistant Treasurer

and they shall serve as officers until the next annual meeting of shareholders or until their successors shall have been elected and qualified.

4. MANNER AND BASIS OF CONVERTING STOCK. The manner and basis of converting the shares of capital stock of T-HY into shares of Hydro and the mode of carrying the Merger into effect are as follows:

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(a) Each share of T-HY Common Stock issued and outstanding immediately prior to the Effective Time of the Merger, without any action on the part of the holder thereof, shall be converted into and shall represent from and after the Effective Time of the Merger 21.73 shares of the issued and outstanding Hydro Common Stock, fully paid and nonassessable.

(b) At the Effective Time of the Merger, all shares of Hydro Common stock issued and outstanding immediately prior to the Effective Time of the Merger, except dissenting shares, shall, by virtue of the Merger and without any action on the part of the holders thereof, automatically be converted into the right to receive \$243.764 cash, and each share of Hydro Preferred Stock issued and outstanding immediately prior to the Effective Time of the Merger, except dissenting shares, and all rights in respect thereof, shall without any action on the part of the holder thereof be converted into the right to receive \$10.00 cash. After the Effective Time of the Merger, each holder of a certificate or certificates representing shares of Hydro Stock issued and outstanding immediately prior to the Effective Time of the Merger, except dissenting shares, may surrender such certificate or certificates to Audrey T. Dearing, 6500 Tracor Lane, Austin, Texas 78725, who has been designated as the exchange agent for the Merger (the "Exchange Agent"), along with such other documents as may be deemed necessary by the Exchange Agent to effectively surrender and exchange such certificate or certificates. Letters of transmittal containing instructions for such surrender shall be provided to all record holders of the Hydro Stock for use in surrendering their certificates. As promptly as practicable after such surrender, each such holder shall receive from the Exchange Agent, in exchange for such certificate or certificates so surrendered, the cash payment to which each such holder shall be entitled as indicated in this section 4(b).

(c) Subject to any applicable escheat laws, and except for dissenting shares, until surrendered and exchanged pursuant hereto, each certificate that immediately prior to the Effective Time of the Merger represented outstanding shares of Hydro Stock shall be deemed only to represent the right to receive the amount of cash to which each holder shall be entitled as set forth in the above section 4(b). No cash or stock dividend payable, no certificate representing split shares deliverable, and no other distribution payable or deliverable to holders of record of Hydro Stock at any time subsequent to the Effective Time of the Merger shall be paid or delivered to the holder of any certificate that prior to the Effective Time of the Merger represented Hydro Stock unless and until such certificate is surrendered to the Exchange Agent. No interest shall be payable with respect to any such payment and no delivery of any dividends or other distributions shall be due upon the surrender of the certificates that represented Hydro Stock at the Effective Time of the Merger.

(d) The stock transfer books of Hydro pertaining to Hydro Stock outstanding at the Effective Time of the Merger shall be closed at the Effective Time of the Merger and, thereafter, no transfer of any such shares of Hydro Stock shall be recorded thereon. In the event a transfer of ownership of shares of Hydro Stock is not recorded on the stock transfer books of Hydro, the cash payment due according to the Agreement and Plan and this Merger Agreement for such shares may be issued to the transferee of such shares of Hydro Stock if the certificate or certificates representing such shares of Hydro Stock is or are surrendered to the Exchange Agent accompanied by all documents deemed necessary by the Exchange Agent to evidence and effect such transfer of ownership of shares of Hydro Stock and by the payment of any applicable stock transfer tax with respect to such transfer.

5. CHANGES IN ARTICLES OF INCORPORATION. Article One of the Articles of Incorporation of the Surviving Corporation shall be changed and amended to read as follows: "Article One: The name of the corporation is Tracor Hydro-Services, Inc."

6. OTHER PROVISIONS WITH RESPECT TO THE MERGER. Certain other provisions of the Merger (in addition to those set forth elsewhere in this Merger Agreement) are as follows:

(a) At any time prior to the Effective Time of the Merger, this Merger Agreement may be terminated by mutual consent of the Constituent Corporations, expressed by action of their respective Board of Directors, and this Merger Agreement shall automatically be terminated upon a termination of the Agreement and Plan in accordance with Section 12 of the Agreement and Plan.

(b) Hydro and T-HY, by mutual consent of their respective Board of Directors, to the extent permitted by law, may amend, modify, supplement and interpret this Merger Agreement in such manner as may be mutually agreed upon by them in writing at any time, and, in the case of an interpretation, the actions of such Board of Directors shall be binding; provided, however, that no amendment, modification, or supplement shall affect the rights of any shareholder of either of the Constituent Corporations in any manner that is materially adverse to such shareholder in the judgment of such respective Boards of Directors.

(c) If at any time after the Effective Time of the Merger Hydro shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm of record or otherwise in Hydro the title to any property or rights of either of the Constituent Corporations acquired or to be acquired as a result of the Merger, the proper officers and directors of the respective Constituent Corporations immediately prior to the Effective Time of the Merger shall be, and they hereby are, severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and to take such other actions



Sent By: FAXPAT INC;

as may be necessary or proper in the name of Hydro or T-HY to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Merger Agreement.

(d) Notwithstanding anything to the contrary contained herein, this Merger Agreement cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

(e) All notices and other communications hereunder shall be in writing and shall be deemed to have been properly given or made if given or made in accordance with the Agreement and Plan.

(f) The captions of this Merger Agreement are for convenience of reference only and shall not restrict or modify the meaning of any of the terms or provisions hereof.

(g) Whenever the context of this Merger Agreement requires, the gender of all words used herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

(h) Unless otherwise provided in the Agreement and Plan or this Merger Agreement, the terms and provisions of this Merger Agreement shall govern in the event of any conflict between the terms and provisions of the Agreement and Plan and this Merger Agreement.

7. APPROVAL AND EFFECTIVE TIME OF THE MERGER. The Merger shall become effective when all of the following actions shall have been taken: (i) the Agreement and Plan and this Merger Agreement shall be adopted and approved by the respective shareholders of Hydro and T-HY in accordance with the applicable provisions of the Texas Act; and (ii) this Merger Agreement, setting forth the information required by, and executed, certified, and verified in accordance with, the Texas Act, shall be filed with, and accepted by, the Secretary of State of the State of Texas. The Texas time on the date of such filing and acceptance is referred to herein and in the Agreement and Plan as the "Effective Time of the Merger."

TRADE-MARK

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IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Merger Agreement to be executed on its behalf by its officers in multiple original counterparts, each of which shall constitute one and the same instrument, all as of the date first above written.

T-HY, Inc.

By:

Frank W. McSee, Jr.  
President

By:

Andrey T. Deering  
Secretary

HYDRO

By:

By:

TRADE-MARK

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BOB BULLOCK  
Comptroller  
2808-5018

COMPTROLLER OF PUBLIC ACCOUNTS  
STATE OF TEXAS  
AUSTIN, 78774

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

I, Bob Bullock, Comptroller of Public Accounts of the State of Texas,  
DO HEREBY CERTIFY that according to the records of this office

T-HYDRO INC

is, as of this date, in good standing with this office, for the purpose  
of dissolution, merger or withdrawal having filed the required franchise  
tax reports and having paid the franchise tax computed to be due  
thereunder through DECEMBER 27, 1986.

GIVEN UNDER MY HAND AND SEAL  
OF OFFICE in the City of  
Austin, this 30TH day of  
JANUARY, 1986 A.D.

Comptroller of Public Accounts

RECORDED  
PATENT AND TRADEMARK  
OFFICE

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TRADE-MARK

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