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documents or copy thereof.

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To the Honorable Commissioner of Patents and Trad

Name of conveying party(ies) **RECEIVED**

Accumetric, Inc. **2100 JAN 11 PM 3:25**

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

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 24, 1998

2. Name and address of receiving party(ies)

Name: Accumetric, LLC

Internal Address: _____

Street Address: 350 Ring Road

City: Elizabethtown State: KY ZIP: 42701

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Kentucky limited liability company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,600,381

Additional numbers attached? Yes No

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

Name: Cynthia L. Stewart

Internal Address: 32nd Floor

Street Address: 400 West Market Street

City: Louisville State: KY ZIP: 40202-3363

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:

024275

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

02/09/2000 TTON11 00000234 024275 1600381
01 FC:481 40.00 CH

DO NOT USE THIS SPACE

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.

Cynthia L. Stewart
Name of Person Signing

Cynthia L. Stewart
Signature

January 11, 2000
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

TRADEMARK
REEL: 002019 FRAME: 0071

#0466712A

RECEIVED & FILED

Dec 28 12 41 PM '98

JOHN R. ...
SECRETARY
John R. ...

ARTICLES OF MERGER
of
ACCUMETRIC, INC. #0181254
into
HARTLAGE NO. 1, LLC
#0466712

Pursuant to KRS 275 350 - KRS 275 365, the undersigned Kentucky limited liability company executes the following Articles of Merger:

ARTICLE 1

- a) The name and jurisdiction of formation or organization of each business entity which is to merge is Accumetric Inc., a Kentucky corporation, with offices at 350 Ring Road, Elizabethtown, Kentucky 42701, merging into Hartlage No. 1, LLC, a Kentucky limited liability company, with offices at 350 Ring Road, Elizabethtown, Kentucky 42701
- b) The Plan of Merger is attached hereto as Exhibit A
- c) The surviving business entity is Hartlage No. 1, LLC, however upon the filing of these Articles of Merger the name shall be changed to Accumetric, LLC.
- d) The Plan of Merger was duly authorized and approved by the Board of Directors and sole shareholder of Accumetric, Inc. and by the single member of Hartlage No. 1, LLC.
- e) The surviving entity is a Kentucky limited liability company with a registered office and process agent

ARTICLE II

The merger shall take effect upon the filing of these Articles of Merger with the Secretary of State.

WITNESS the signature of James V. Hartlage, Jr., single member of Hartlage No. 1, LLC, this the 24 day of December, 1998.

Hartlage No. 1, LLC

By *James V. Hartlage, Jr.*
James V. Hartlage, Jr., Single Member

STATE OF KENTUCKY)
)
COUNTY OF HARDIN)

The foregoing Articles of Merger of Accumetric, Inc. into Hartlage No. 1, LLC was subscribed, sworn to and acknowledged before me by James V. Hartlage, Jr., in his capacity as Single Member of Hartlage No. 1, LLC, a Kentucky limited liability company, this the 24 day of December, 1998.

D. Michael Coyle
Notary Public
My Commission Expires 1-26-99

This instrument prepared by

D. Michael Coyle
D. Michael Coyle, P.S.C. Attorney at Law
D. MICHAEL COYLE, P.S.C.
2935 Dolphin Drive, Suite 102
Elizabethtown, Kentucky 42701
(502) 737-9088

Plan of Merger

THIS PLAN OF MERGER ("Plan of Merger") is made and entered into as of the 21 day of December, 1998, by and between (i) ACCUMETRIC, INC., a Kentucky corporation ("Corporation"), and (ii) HARTLAGE NO. 1, LLC, a Kentucky limited liability ("LLC").

ARTICLE I.

A. Merger of Corporation with and into LLC. Subject to the terms and conditions of this Plan of Merger, Corporation shall be merged with and into LLC ("Merger"), effective upon the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky ("Effective Time"). The separate corporate existence of Corporation shall thereupon cease; LLC shall be the surviving entity and the separate corporate existence of LLC, with all its purposes, objects, rights, privileges, powers, franchises, and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the Kentucky Business Corporation Act and the Kentucky Limited Liability Company Act. Limited liability is retained by LLC.

B. Effect of Merger. At and after the Effective Time.

1. LLC shall possess all of the respective rights, privileges, immunities, powers, franchises, and interests of Corporation in and to every type of property (real, personal, and mixed), and choses in action, all of which shall be transferred to, and vested in, LLC by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal, or administrative, pending by or against Corporation may be continued as if the Merger did not occur, or LLC may be substituted in the proceeding for Corporation in such action or proceeding.

2. LLC shall be liable for all liabilities of Corporation, and all debts, liabilities, obligations, and contracts of Corporation, whether matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account, or records of Corporation, shall be those of LLC and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Corporation shall be preserved unimpaired.

C. Additional Actions. If, at any time after the Effective Time, LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (1) vest, perfect, or confirm of record or otherwise, in LLC its rights, title, or interest in, to, or under any of the rights, properties, or assets of

Exhibit A

Corporation acquired or to be acquired by LLC as a result of, or in connection with, the Merger, or (2) otherwise carry out the purposes of this Plan of Merger, Corporation and the proper officers and directors of Corporation shall be deemed to have granted to LLC an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments, and assurances in law, (b) do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in LLC, and (c) otherwise carry out the purposes of this Plan of Merger. The members of LLC are fully authorized in the name of Corporation or otherwise to take any and all such actions.

ARTICLE II.

A. Conversion of Stock. At the Effective Time

1. Each share of Corporation Common Stock, no par value per share ("**Corporation Common Stock**"), which is issued and outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into 1,100 Units of LLC ("**Units**") and the stockholder of Corporation shall be deemed to have made a capital contribution to LLC in an amount equal to the stockholder's equity in the Corporation

2. The capital interests of the Member of LLC shall remain unaffected by the Merger

B. Exchange of Stock for LLC Interests. As soon as practicable after the Effective Time, the stockholder of Corporation shall surrender to LLC any certificates which prior to the Effective Time shall have represented any shares of Corporation Common Stock. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of Corporation Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the Units into which it shall have been converted.

ARTICLE III.

A. Articles of Organization and Operating Agreement. The Articles of Organization and the Operating Agreement of acquiring LLC in effect immediately prior to the effective date shall be the Articles of Organization and the Operating Agreement of the surviving entity, in each case until amended in accordance with applicable law, except that Article I of acquiring LLC's Articles of Organization shall be amended to read in its entirety as follows

"The name of the limited liability company is Accumetric, LLC"

B. Operating Agreement. From and after the Effective Time, the Operating Agreement of LLC, as the surviving entity, shall be the Operating Agreement. The Operating Agreement shall be amended to provide that the managers have authority to name a president, vice president(s), secretary and treasurer of LLC.

ARTICLE IV.

A. Managers. On the effective date, the managers of the surviving entity shall consist of those persons serving as directors of acquired corporation immediately prior to the effective date.

ARTICLE V.

A. Stockholder and Member Approval. This Merger and this Plan of Merger has been submitted to the stockholder of Corporation and the member of LLC and approved by the stockholder of Corporation and the member of LLC.

ARTICLE VI.

A. Governing Law. This Plan of Merger shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

B. Abandonment. The Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of Corporation or member of LLC, notwithstanding approval thereof by the stockholder of Corporation and the member of LLC.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf as of the day and year first above written.

ACCUMETRIC, INC.

By *James V. Hartlage, Jr.*
James V. Hartlage, Jr., President

D. Michael Goff
Witness

Date 12/31/98

HARTLAGENO. 1, LLC

By *James V. Hartlage, Jr.*
James V. Hartlage, Jr., Member

D. Michael Goff
Witness

Date 12/31/98



JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, **JOHN Y. BROWN III**, Secretary of State for the Commonwealth of Kentucky, do certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of ARTICLES OF MERGER OF

ACCUMETRIC, INC. INTO HARTLAGE NO. 1, LLC
CHANGING NAME TO ACCUMETRIC, LLC FILED
DECEMBER 28, 1998.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal.

Done at Frankfort this 4TH day of

FEBRUARY, 19 99

John Y. Brown III
Secretary of State, Commonwealth of Kentucky

JG