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Docket No.

KVC/Yar-26



101277845

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To the Honorable Commissioner of Patents

attached original documents or copy thereof

1. Name of conveying party(ies):

Keystone International Holdings Corp.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: January 30, 1998

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

Name: Keystone International, Inc.

Internal Address:

Street Address: 9700 West Gulf Bank Drive

City: Houston State: TX ZIP: 77040

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

885,294

Additional numbers  Yes  No

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

Name: C. James Bushman

Internal Address: Browning Bushman

Street Address: 5718 Westheimer, Suite 1800

City: Houston State: TX ZIP: 77057

6. Total number of applications and registrations involved:.....

1

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

- Enclosed
- Charge underpayment or credit overpayment
- Authorized to be charged to deposit account

8. Deposit account number:

02-4345

DO NOT USE THIS SPACE

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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.

C. James Bushman

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

5



# The State of Texas

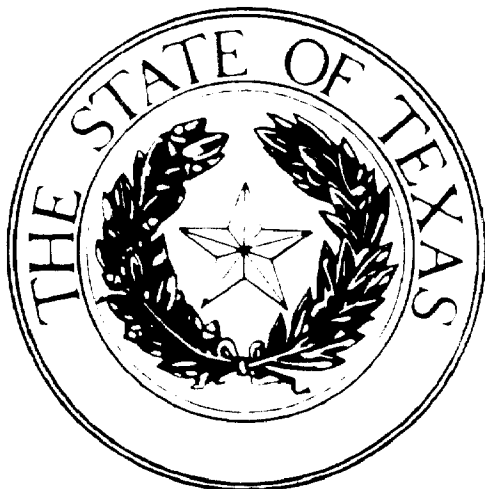
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

TYCO FLOW CONTROL, INC.  
Formerly: KEYSTONE INTERNATIONAL, INC.  
File No. 00089540-00

ARTICLES OF MERGER

JANUARY 27, 1998  
Effective date: JANUARY 30, 1998



*IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on March 26, 1999.*

Elton Bomer

MAC

Secretary of State

REEL: 002027 FRAME: 0663

ARTICLES OF MERGER  
OF  
KEYSTONE INTERNATIONAL HOLDINGS CORP.  
INTO  
KEYSTONE INTERNATIONAL, INC.

JAN 27 1998

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger.

1. The names of the corporations participating in the merger and in the States under the laws of which they are respectively organized are as follows:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
<u>Keystone International, Inc.</u>	Texas
<u>Keystone International Holdings Corp.</u>	Delaware

2. The plan of merger is set forth as Exhibit A.
3. Shareholder approval of the plan of merger was not required.
4. As to each foreign corporation that is a party to the plan of merger, the approval of the plan of merger was duly authorized by all action required by the laws under which it was incorporated or organized and by its constituent documents.
5. If the Merger is not to be effective when these articles are filed by the Secretary of State, the delayed effective date is January 30, 1998.
6. The Surviving Texas corporation shall assume the tax liabilities of the Discontinuing Delaware Corporation.

Dated: January 23, 1998

KEYSTONE INTERNATIONAL HOLDINGS CORP.

By: John J. Guarneri  
John J. Guarneri, Vice President

KEYSTONE INTERNATIONAL, INC.

By: Bernard J. Doherty  
Bernard J. Doherty  
Vice President & Secretary

**Exhibit A**

**AGREEMENT AND PLAN OF MERGER**

This agreement and plan of merger (this "Agreement and Plan of Merger") is dated as of the 23<sup>rd</sup> day of January, 1998, and is between Keystone International, Inc., a Texas corporation ("Parent" or "Surviving Corporation") and Keystone International Holdings Corp., a Delaware corporation (the "Merging Corporation").

WHEREAS, Parent owns 1,500 shares of the Merging Corporation, which represents all of the outstanding shares of the Merging Corporation.

WHEREAS, Parent is desirous of merging the Merging Corporation with and into itself.

WHEREAS, the Board of Directors and shareholders of each of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger pursuant to their respective Articles of Incorporation and their respective By-Laws.

**NOW, THEREFORE, IT IS AGREED:**

1. That the Merging Corporation shall be merged with and into Parent (the "Merger").
2. That Parent shall be the surviving corporation (the "Surviving Corporation") in the Merger.
3. That the Merger shall be effective as of January 30, 1998 upon the filing of The Certificate of Ownership and Merger with the Secretary of State of Delaware pursuant to the requirements of Section 251 of the Delaware General Corporation Law and upon filing of the Articles of Merger with the Secretary of State of Texas pursuant to the requirements of Article 5.16 of the Texas Business Corporation Act (the "Effective Time").
4. That the Certificate of Incorporation of Parent in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation.
5. That the By-Laws of Parent in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation.
6. That the directors of Parent immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Parent immediately prior to the Effective Time shall be the officers of the Surviving Corporation.
7. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

8. That at the Effective Time, Parent shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of the Merging Corporation.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above named corporations, as of the day and year first above written.

KEYSTONE INTERNATIONAL HOLDINGS CORP.

By: John J. Guarnieri  
John J. Guarnieri  
Vice President

KEYSTONE INTERNATIONAL, INC.

By: Bernard J. Doherty  
Bernard J. Doherty  
Vice President & Secretary

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