

MS
1/31/00

1/25/00

FORM PTO-1595
1-31-92

03-01-2000



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

101278120

attached original documents or copy thereof.

1. Name of Conveying Party(ies):
Pacific Computer and Information Systems, Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation- Oregon
 Other

Additional name(s) of conveying party(ies) attached? YES NO

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

Name: GlasPac Total Solutions, Inc.

Internal Address:

Street Address: 11481 S.W. Hall Boulevard

City Portland State OR ZIP 97223

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

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 30, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,652,274

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

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

Name: Ramon A. Klitzke II

Klarquist Sparkman Campbell Leigh & Whinston, LLP

Internal Address:

One World Trade Center, Suite 1600

Street Address:

121 S.W. Salmon Street

City Portland State Oregon ZIP 97024-2988

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

Enclosed
 Any deficiency/overpayment is authorized to be charged to deposit account

8. Deposit account number: 02-4550

DO NOT USE THIS SPACE

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.

Ramon A. Klitzke II 1/25/00

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 12

03/01/2000 DNGUYEN 00000010 1652274

01 FC:481

40.00 DP

TRADEMARK
REEL: 002027 FRAME: 0831

CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, **BILL BRADBURY**, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That the attached copy of the

Articles of

Merger

filed on

April 30, 1998

for

PACIFIC COMPUTER AND INFORMATION SYSTEMS, INC.

changing the name to

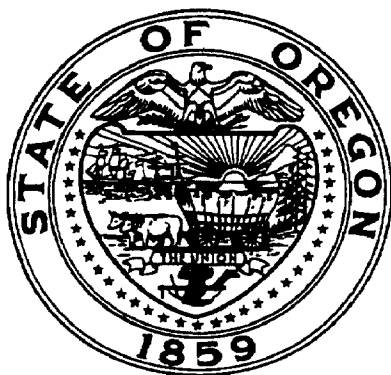
GLASPAC TOTAL SOLUTIONS, INC.

is a true copy of the original document
that has been filed with this office.

In Testimony Whereof, I have hereunto set
my hand and affixed hereto the Seal of the
State of Oregon.

BILL BRADBURY, Secretary of State

By Jana S. Breneman
Jana S. Breneman
December 6, 1999



168151-10

FILED

APR 30 1998

ARTICLES OF MERGER

OREGON
SECRETARY OF STATE

PACIFIC COMPUTER AND INFORMATION SYSTEMS, INC. an Oregon corporation, having received the approval of its Board of Directors and its sole shareholder as required by Oregon Revised Statutes 60.481 and 60.487, and TOTAL SOLUTIONS, INC., a Utah corporation, having received the approval of its Board of Directors and its sole shareholder, as required by Utah Code §§ 16-10a-1101 and 16-10a-1103, have adopted the following Articles of Merger to accomplish the merger of Total Solutions, Inc. into Pacific Computer and Information Systems, Inc. pursuant to Oregon Revised Statutes 60.481 through 60.501 and Utah Code § 16-10a-1107 and the change of the surviving entity's name to "GLASPAC TOTAL SOLUTIONS, INC." and submits the following Articles of Merger for filing pursuant to ORS 60.495:

ARTICLE I. PLAN OF MERGER AND REORGANIZATION

1. The names of the constituent corporations in the merger are: LDV Investments, Inc., an Oregon corporation (Oregon Registry No. 387129-80), "Parent", Total Solutions, Inc., a Utah corporation (Utah Corporate No. CO 132163), "Target Utah Corporation", and Pacific Computer and Information Systems, Inc., an Oregon corporation (Oregon Registry No. 168151-10), "Subsidiary Oregon Corporation".

2. The surviving corporation in the merger is Pacific Computer and Information Systems, Inc., an Oregon corporation, renamed "GlasPac Total Solutions, Inc."

3. A copy of the Agreement and Plan of Merger is attached as Exhibit "A".

4. The Agreement and Plan of Merger was approved by the holders of common stock of Parent Oregon Corporation, voting as a single voting group, such approval being the only shareholder approval required on the part of Parent Oregon Corporation. At the date of the shareholder vote, there were 10,608 shares of common stock of Parent Oregon Corporation outstanding, all of which were entitled to be cast with respect to approval of the merger and all of which voted for the Plan of Merger.

5. The Agreement and Plan of Merger was approved by the holders of common stock of Target Utah Corporation voting as a single voting group, such approval being the only shareholder approval required on the part of Target Utah Corporation. At the date of the shareholder vote, there were 1,000 shares of common stock of Target Utah Corporation outstanding, all of which were entitled to be cast with respect to approval of the merger. All 1,000 shares were voted for the Plan of Merger.

1 - ARTICLES OF MERGER

04279807605 10. 20 4. 11

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

6. The Plan of Merger and Plan of Merger was approved by the holders of common stock of Subsidiary Oregon Corporation voting as a single voting class, such approval being the only shareholder approval required. As part of Subsidiary Oregon Corporation. At the date of the shareholder vote, there were 113 shares of common stock of Subsidiary Oregon Corporation outstanding, all of which were entitled to be cast with respect to approval of the merger. All 113 shares were voted for the Plan of Merger.

8. The intent of the Plan of Merger is to effect a tax-free reorganization as defined by Section 368(a)(1)(A) and Section 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the undersigned constituent corporations have executed these Articles of Merger on the 27 day of February, 1998.

LDV INVESTMENTS, INC.,
an Oregon corporation

TOTAL SOLUTIONS, INC. a Utah
corporation

By: [Signature]
Kris P. Londahl, President

By: [Signature]
Kris P. Londahl, President

By: [Signature]
Edward Albers, Secretary

By: [Signature]
Edward Albers, Secretary

2 - ARTICLES OF MERGER

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

102151-10

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is by and among LDV INVESTMENTS, INC., an Oregon corporation ("Parent"), PACIFIC COMPUTER AND INFORMATION SYSTEMS, INC., an Oregon corporation and a wholly-owned subsidiary of Parent ("Sub"), and TOTAL SOLUTIONS, INC., a Utah corporation and a wholly-owned subsidiary of Parent ("Target") (Sub and Target being hereinafter collectively referred to as the "Constituent Corporations").

R E C I T A L S:

A. Prior to the execution of this Merger Agreement, Parent, Sub and Target have entered into an Agreement and Plan of Reorganization dated effective February 28, 1998 (the "Plan of Reorganization") providing for certain representations, warranties, and agreements in connection with the transaction contemplated.

B. The Boards of Directors of Parent, Sub and Target have approved the merger of Target into Sub (the "Merger") pursuant to an Agreement of Merger (the "Merger Agreement") and the transactions contemplated hereby in accordance with the applicable provisions of the statutes of the state of Oregon and the state of Utah, which permit such merger.

C. For federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) and Section 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended ("the Code").

AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger.

(a) At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement and the Merger Agreement, Target shall be merged into Sub and the separate existence of Target shall thereupon cease, and Sub shall survive as a corporation under the name "GlasPac Total Solutions, Inc." organized under and governed by the laws of the state of Oregon, in accordance with the applicable provisions of the Oregon Business Corporation Act (the "OBCA") and the Utah Revised Business Corporation Act (the "URBCA").

(b) Sub will be the surviving corporation in the Merger

1 - AGREEMENT AND PLAN OF MERGER

0000 0352

0330 000

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

168 151-10

(sometimes referred to herein as the "Surviving Corporation") and will continue to be governed by the laws of the State of Oregon, and the separate corporate existence of Sub and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the OBCA, will continue unaffected by the Merger.

(c) The Merger will have the effects specified by the OBCA and the URBCA.

1.2 Effective Time. As soon as practicable following fulfillment or waiver of the conditions specified in the Merger Agreement and provided that this Agreement has not been terminated or abandoned pursuant to Article IV hereof, the Constituent Corporations will cause Articles of Merger (the "Articles of Merger") to be filed with the office of the Secretary of State of the State of Oregon as provided in the OBCA, and will cause this Agreement together with a duly executed Certificate of Approval of Merger, certificates of the officers of Parent and the Constituent Corporations and tax clearance certificates to be filed with the office of the Division of Corporations and Commercial Code of the State of Utah, as required by the URBCA. Subject to and in accordance with the laws of the State of Oregon and State of Utah, the Merger will become effective at the date and time the Articles of Merger are filed with the office of the Secretary of State of the State of Oregon, or such later time or date as may be specified in the Articles of Merger (the "Effective Time").

1.3 Closing. Subject to satisfaction of the conditions set forth in the Merger Agreement, the closing of the contemplated transactions shall occur at the principal office of Parent, 12725 S.W. 66th Avenue, Portland, OR 97223, at 5:00 p.m. on the 28th day of February, 1998, or at such other time and place as the Constituent Corporations may mutually agree upon.

ARTICLE II

THE SURVIVING CORPORATION

2.1 Articles of Incorporation. The Articles of Incorporation of Sub, a copy of which is attached hereto as Appendix A, shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time, and shall be amended to change the name of Sub to "GlasPac Total Solutions, Inc." as of the Effective Time, until further amended in accordance with applicable law, which power to amend is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation or herein upon any shareholder or director or officer of Sub or upon any other person whomsoever are subject to this reserved power.

2.2 By-Laws. The By-Laws of Sub in effect immediately prior to the Effective Time, a copy of which is attached hereto as

2 - AGREEMENT AND PLAN OF MERGER

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

168151-10

Appendix B, shall be the By-Laws of the Surviving Corporation until amended or repealed in accordance with the provisions thereof.

2.3 Board of Directors and Officers. From and after the Effective Time, the Board of Directors of the Surviving Corporation shall consist of persons who are the Board of Directors of Sub immediately prior to the Effective Date, and they shall hold office in each case until their successors are elected and qualified. The officers of the Surviving Corporation shall be persons who are the officers of Sub immediately prior to the Effective Date and they shall hold office in each case at the pleasure of the Board of Directors of the Surviving Corporation.

ARTICLE III

CANCELLATION OF SHARES

3.1 Cancellation of Target Shares in the Merger. Pursuant to this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Target, all shares of Target ("Target Shares") owned by Parent shall be canceled and shall cease to exist from and after the Effective Time.

3.2 Status of Sub Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Sub, each issued and outstanding share of common stock of Sub shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

3.3 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Target shall be closed and no transfer of shares of Target Shares shall thereafter be made. If, after the Effective Time, Target Certificates are presented to Parent, they shall be canceled and exchanged for the Merger Consideration in accordance with the procedures set forth in this Article III.

3.4 Service of Process on Surviving Corporation. The Surviving Corporation agrees that it may be served with process in the state of Utah in any proceeding for enforcement of any obligation of Target, as well as for the enforcement of any obligation of the Surviving Corporation arising from the merger including any suit or other proceeding to enforce the right of any shareholder pursuant to the provisions of URBCA and hereby irrevocably appoints the Secretary of State of Utah as its agent to accept service of process in any suit or other proceeding. Copies of such process shall be mailed to parent at 12725 S.W. 66th Avenue, Portland, OR 97223 until further notice.

3.5 Expenses. The Surviving Corporation shall pay all expenses of carrying this Agreement and Plan of Merger into effect

3 - AGREEMENT AND PLAN OF MERGER

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

and of accomplishing the Merger.

ARTICLE IV

CONDITIONS

4.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment of all the following conditions precedent at or prior to the effective time:

a. This Agreement and Plan of Merger shall have been duly approved by the holders of a majority of the outstanding shares of common stock of Target entitled to vote thereon.

b. There shall not have been any injunction or other order or decree by any federal, state or foreign court which prevents the consummation of the Merger.

c. There shall have been no statute or regulation enacted which would prevent consummation of the Merger.

d. All governmental consents and approvals required for the Merger shall have been obtained.

4.2 Conditions to Obligations of Target to Effect the Merger. The obligation of Target to effect the Merger is subject to fulfillment of all of the following conditions precedent at or prior to the effective time:

a. All representations and warranties made by Parent and Sub in the Merger Agreement are true.

b. All obligations of Parent and Sub under this Agreement and the Merger Agreement have been performed. There shall not have been any material adverse change in the business or financial condition of Target from the date hereof through the effective time.

4.3 Conditions to Obligations of Parent and Sub to Effect the Merger. The obligations of Parent and Sub to effect the Merger are subject to the fulfillment of all of the following conditions precedent at or prior to the effective time:

a. All representations and warranties made by Target in the Merger Agreement are true.

b. All obligations of Target under this Agreement and the Merger Agreement have been performed. There shall not have been any material adverse change in the business or financial condition of Target from the date hereof through the effective time.

4 - AGREEMENT AND PLAN OF MERGER

Executed by _____
Date: _____

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

c. This Agreement and Plan of Merger Shall Have Been Duly Approved by the Holders of a Majority of the Outstanding Shares of Common Stock of Target Entitled to Vote Thereon.

d. All governmental consents and approvals required for the Merger shall have been obtained.

ARTICLE V

TERMINATION AND AMENDMENT

5.1 Termination. This Agreement may be terminated at any time prior to the effective time, whether before or after approval by the shareholders of Parent and Target:

a. By mutual consent of Parent and Target; or

b. By either Parent or Target if (i) the Merger shall have not been consummated on or before February 28, 1998 (the "Termination Date"), (ii) the requisite vote of the shareholders of Target to approve this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby shall not be obtained at the meetings, or any adjournments thereof, called for, (iii) any governmental or regulatory body, the consent of which is a condition to the obligations of Parent, Sub and Target to consummate the transactions contemplated hereby or by the Merger Agreement, shall have determined not to grant its consent, or (iv) any court of competent jurisdiction in the United States or any state shall have issued an order, judgment or decree restraining, enjoining, or otherwise prohibiting the Merger and such Order, Judgment or Decree shall have become final and nonappealable.

5.2 Effect of Termination. In the event of termination of this Agreement by either Parent or Target, as provided in subsection 5.1, this Agreement shall forthwith become void and there shall be no liability on the part of either Target, Parent, Sub or their respective officers or directors; provided, however, nothing in this section shall relieve any party from liability for any breach of this Agreement.

5.3 Amendment. This Agreement may be amended by the parties hereto, at any time before or after approval hereof by the stockholders of Parent, but, after any such approval, no amendment shall be made which (a) materially adversely affects the rights of Parent as the holder of Target, or (b) changes any of the principal terms of this Agreement, in each case, without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5.4 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any

5 - AGREEMENT AND PLAN OF MERGER

of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained here. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or sent by confirmed facsimile, or when received if given by Federal Express or other nationally recognized overnight courier service, or five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party as follows:

If to Parent: LDV Investments, Inc.
12725 S.W. 66th Avenue
Portland OR 97223

If to Sub: Pacific Computer and Information
Systems, Inc.
12725 S.W. 66th Avenue
Portland OR 97223

If to Target: Total Solutions, Inc.
12725 S.W. 66th Avenue
Portland OR 97223

6.2 Entire Agreement. This Agreement and the Plan of Reorganization constitute the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and make their respective legal representatives, successors and permitted assigns. The parties and their respective affiliates make no representations or warranties to each other, except as contained in the Plan of Reorganization, and any and all prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement and the Plan of Reorganization, it being intended that no such representations or statements shall survive the execution and delivery of this Agreement and the Plan of Reorganization.

6.3 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants, conditions, rights or

1988 11 11
10:00 AM

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

6.5 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

6.6 Governing Law. This Agreement and the Plan of Reorganization shall be construed in accordance with the laws of the State of Oregon applicable to contracts made to be performed entirely therein.

6.7 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

6.8 Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that Parent may assign this Agreement to a wholly owned subsidiary of Parent, but such assignment shall not relieve Parent of any of its liabilities hereunder.

6.9 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger on the date first above written.

PARENT: LDV INVSTMENTS, INC.

By: [Signature]
Kris Londahl, President

SUB: PACIFIC COMPUTER AND INFORMATION SYSTEMS, INC.

By: [Signature]
Kris Londahl, President

2010

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

168151-10

TARGET:

TOTAL SOLUTIONS, INC.

By:

Kris Londahl, President

8 - AGREEMENT AND PLAN OF MERGER

12/11/00
10:00 AM

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

TRADEMARK