

03-08-2000

ET

Docket No.:

Y

TPP 72053

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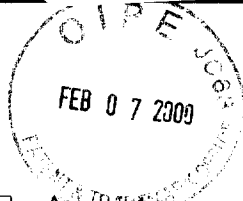


101285410

attached original documents or copy thereof.

1. Name of conveying party(ies):

Colonial Guild, Ltd.



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

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

3. Nature of conveyance:

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

Execution Date: October 5, 1999

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

Name: Sheidow Bronze Corporation

Internal Address:

Street Address: 125 Sisler St., P.O. Box 547

City: Kingwood State: WV ZIP: 26537

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

SEE
SCHEDULE
A

Additional numbers

B. Trademark Registration No.(s)

SEE
SCHEDULE
B

Yes No

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

Name: Anthony P. Venturino, Esq.

Internal Address: Stevens, Davis, Miller & Mosher, L.L.P.

Street Address: 1615 L Street, N.W., Suite 850

City: Washington State: DC ZIP: 20036

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

5

7. Total fee (37 CFR 3.41):.....\$ \$200.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03/07/2000 DNGUYEN 00000155 75477967

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
100.00 OP

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.

Anthony P. Venturino, Esq.

Name of Person Signing

Anthony P. Venturino
Signature

Date

2

Total number of pages including cover sheet, attachments, and

Refund Ref: 03/07/2000 DNGUYEN 0000090755

CHECK Refund Total: \$60.00

SCHEDULE A

A. Trademark Application No.(s):

- 1) 75/477,967 "COLONIAL GUILD" TPP 72061
- 2) 75/477,919 "GORHAM" TPP 72045

SCHEDULE B

B. Trademark Registration No.(s):

- 1) 1,851,720 "ART IN BRONZE & Design" TPP 72053
- 2) 2,236,352 "WILLIAMSBURG" TPP 72082
- 3) 1,863,987 "SHEIDOW - MEMORIAL BRONZE & Design" TPP 72055

g.u.

State of West Virginia

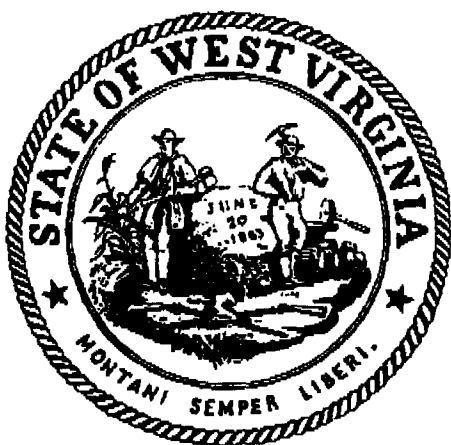


Certificate

I, Ken Hechler, Secretary of State of the State of West Virginia, hereby certify that

the following and hereto attached is a true copy of the articles of merger of Colonial Guild, Ltd., a qualified West Virginia corporation and Sheidow Bronze Corporation, a qualified West Virginia corporation.

Therefore, I hereby issue this CERTIFICATE OF MERGER, merging Colonial Guild, Ltd. with and into Sheidow Bronze Corporation, the survivor.



Given under my hand and the Great Seal of the State of West Virginia on December 27, 1999

Ken Hechler
Secretary of State

112

ARTICLES OF MERGER
OF
COLONIAL GUILD, LTD.

FILED
DEC 27 1999
IN THE OFFICE OF
SECRETARY OF STATE
WEST VIRGINIA

INTO

SHEIDOW BRONZE CORPORATION

Pursuant to the provisions of Section 31-1-36 of the West Virginia Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging Colonial Guild, Ltd., a West Virginia corporation, into Sheidow Bronze Corporation, a West Virginia corporation.

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Colonial Guild, Ltd.	West Virginia
Sheidow Bronze Corporation	West Virginia

2. The name of the surviving corporation is Sheidow Bronze Corporation and it is to be governed by the laws of the State of West Virginia.

3. The following Plan of Merger, attached hereto as Exhibit A, was approved by the shareholders of each undersigned corporation in the manner prescribed by the West Virginia Corporation Act.

4. 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 the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Entitled to Vote as a Class</u> <u>Number of Shares</u>
Colonial Guild, Ltd.	511,330	Common	511,330
Sheidow Bronze Corporation	5,000	Common	5,000

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HOUSTON 015077/00000 354660v1

As to each of the undersigned corporations, the total number of shares voted for and against such Plan of Merger, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against the Plan of Merger, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
Colonial Guild, Ltd.	511,330	0	Common	511,330	0
Sheidow Bronze Corporation	5,000	0	Common	5,000	0

Dated: October 5, 1999

COLONIAL GUILD, LTD.

By: [Signature]
Vice President

By: Cristen L. Cline
Secretary

SHEIDOW BRONZE CORPORATION

By: [Signature]
Vice President

By: Cristen L. Cline
Secretary

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HOUSTON 015077/00000 354660v1

State of Texas §
County of Harris §

Taken, subscribed and sworn to before the undersigned authority in the County and State aforesaid by David F. Beck, as Vice President of Colonial Guild, Ltd., on behalf of Colonial Guild, Ltd., this 5th day of October, 1999.

My commission expires August 16, 2003.

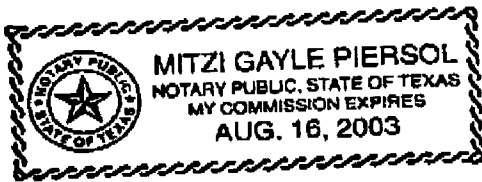


Mitzi Gayle Piersol
NOTARY PUBLIC

State of Texas §
County of Harris §

Taken, subscribed and sworn to before the undersigned authority in the County and State aforesaid by Cristen L. Cline, as Secretary of Colonial Guild, Ltd., on behalf of Colonial Guild, Ltd., this 5th day of October, 1999.

My commission expires August 16, 2003.



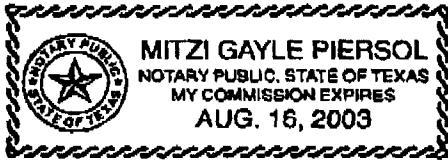
Mitzi Gayle Piersol
NOTARY PUBLIC

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State of Texas §
County of Harris §

Taken, subscribed and sworn to before the undersigned authority in the County and State aforesaid by David F. Beck, as Vice President of Sheidow Bronze Corporation, on behalf of Sheidow Bronze Corporation, this 5th day of October, 1999.

My commission expires August 16, 2003.

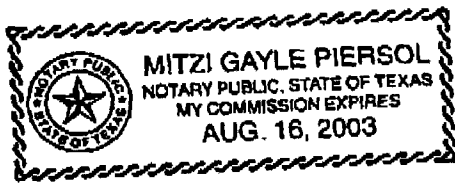


Mitzi Gayle Piersol
NOTARY PUBLIC

State of Texas §
County of Harris §

Taken, subscribed and sworn to before the undersigned authority in the County and State aforesaid by Cristen L. Cline, as Secretary of Sheidow Bronze Corporation, on behalf of Sheidow Bronze Corporation, this 5th day of October, 1999.

My commission expires August 16, 2003.



Mitzi Gayle Piersol
NOTARY PUBLIC

BOOK 18 PAGE 847

EXHIBIT A

Plan of Merger

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TRADEMARK
REEL: 002031 FRAME: 0573

PLAN OF MERGER

1. Scope of Plan. This Plan of Merger ("Plan") provides for the merger of COLONIAL GUILD, LTD., a West Virginia corporation ("Colonial"), with and into SHEIDOW BRONZE CORPORATION, a West Virginia corporation ("Sheidow"), pursuant to W.Va. Code §§ 31-1-34 and -38. The merger of Colonial with and into Sheidow shall be accomplished in the manner stated in this Plan.

2. Adoption of Plan. The Plan shall be adopted and become effective upon the recommendation and adoption of the Plan by the Boards of Directors of Sheidow and Colonial and the approval of the shareholders of each corporation.

3. The Merger. Colonial shall be merged with and into Sheidow as provided herein (the "Merger"). The Merger shall be effective as of the date of filing of Articles of Merger with the West Virginia Secretary of State ("Effective Date"). Thereupon, the corporate existence of Sheidow, with all the purposes, powers and objects of Colonial, shall continue unaffected and unimpaired by the Merger, and the corporate identities and existences of Colonial, with all the purposes, powers and objects of Colonial, shall be merged with and into Sheidow, and Sheidow, as the corporation surviving the Merger (sometimes herein referred to as the "Surviving Corporation"), shall be fully vested therewith. The separate existence and corporate organization of Colonial shall cease as of the Effective Date.

4. Articles of Incorporation. No changes shall be made in the Articles of Incorporation of Sheidow. As of the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be in the form of the existing Articles of Incorporation of Sheidow, and, as amended from time to time as provided by law separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation.

5. Bylaws. As of the Effective Date, the Bylaws of the Surviving Corporation shall be in the form of the existing Bylaws of Sheidow. From and after the Effective Date, the same may be altered, amended or repealed in accordance with law, the Articles of Incorporation of the Surviving Corporation, or said Bylaws.

6. Directors and Officers. As of the Effective Date, the members of the Board of Directors and officers of the Surviving Corporation shall be the same as those of Colonial immediately prior to the Effective Date.

7. Conversion of Shares. As of the Effective Date, the issued and outstanding shares of the capital stock of Colonial shall be exchanged for, and the holders thereof shall be entitled to receive, one share of common stock of the Surviving Corporation, par value \$1.00 per share, without further action on the part of the owners thereof of the Surviving Corporation and shall be deemed to be all of the issued and outstanding shares of capital stock of the Surviving

Corporation, fully paid and nonassessable immediately after the Merger. All shares of Colonial Common Stock issued and outstanding prior to the Merger shall be canceled.

8. Effect of the Merger. At and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, immunities, powers, and purposes of each of Colonial and Sheidow; all the property, real and personal, including subscriptions to shares, causes of actions and every other asset of Colonial and Sheidow shall vest in Sheidow as the Surviving Corporation without further action or deed; and Sheidow as the Surviving Corporation shall assume and be liable for all the liabilities, obligations and penalties of Colonial and Sheidow. No demand for any cause existing against Colonial or Sheidow, or any shareholder, officer or director thereof, shall be released or impaired by the Merger, and no action or proceeding, whether civil or criminal, then pending by or against Colonial or Sheidow, or any shareholder, officer or director thereof, shall abate or be discontinued by the Merger, but may be enforced, prosecuted, settled or comprised as if the Merger had not occurred, or the Surviving Corporation may be substituted in any such action or special proceeding in place of Colonial or Sheidow.

9. Further Assurances. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or in any other things are necessary, desirable or proper to best, perfect or confirm, or record or otherwise, in the Surviving Corporation, the title to any property rights of Colonial or Sheidow acquired or to be acquired by reason of, or as the result of, the Merger, Colonial and Sheidow and their proper officers and directors shall and will execute and deliver all such proper deeds, assignments, and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Plan, and the proper officers and directors of Colonial and Sheidow and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Colonial and Sheidow, the Surviving Corporation or otherwise to take any and all such action.

10. Authorization. The officers of Colonial and Sheidow are authorized to take any and all actions, including the execution of any document, which may be necessary or appropriate to carry out the Plan.

STATE OF WEST VIRGINIA, County of Preston, to-wit:

I, NANCY RECKART, Clerk of the County Commission of said county, do hereby certify that the foregoing writing was this day produced to me in my said office, and was duly admitted to record therein.

Given under my hand this 7th day of January, 2000, at 3:34 P.M.

NANCY RECKART Clerk
By [Signature], Deputy