

06-01-2000



MAD
5.15.03

101370426

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Southern Scrap Material Co., Ltd.

Execution Date
Month Day Year
12311994

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Louisiana

Receiving Party

Mark if additional names of receiving parties attached

Name Southern Scrap Material Co., L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4801 Florida Avenue

Address (line 2) _____

Address (line 3) New Orleans

Louisiana

70117

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Louisiana

05/31/2000 JSHABAZZ 00000018 1616107

FOR OFFICE USE ONLY

01 FC:401

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002081 FRAME: 0024

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

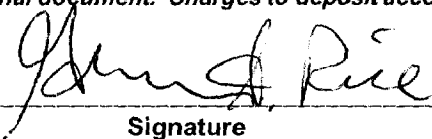
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Glenn A. Rice

Name of Person Signing




Signature

5/15/00

Date Signed

UNITED STATES OF AMERICA

State of  Louisiana

DUPLICATE
Joy McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
an Agreement and Plan of Merger whereby SOUTHERN SCRAP
MATERIAL CO. LIMITED, domiciled at New Orleans, Louisiana,
is merged into

SOUTHERN SCRAP MATERIAL CO., L.L.C.

A Louisiana limited liability company domiciled at New
Orleans,

Signed and acknowledged on December 30, 1994,

Was filed and recorded in this Office on December 31, 1994
at 11:59 p.m. (C.S.T.), the date and time merger became
effective, in the Record of Charters Book 344.

By virtue of this agreement, I further certify that SOUTHERN
SCRAP MATERIAL CO. LIMITED, domiciled at New Orleans,
Louisiana, is no longer qualified to transact business in
this State.

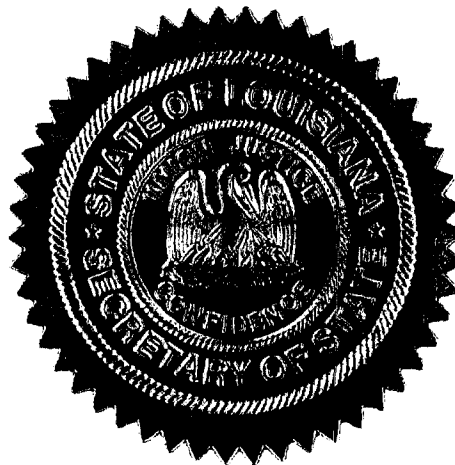
*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

December 31, 1994

Joy McKeithen

DOB

Secretary of State



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into effective as of 11:59 p.m. (C.S.T.), the 31st day of December, 1994, by and between:

SOUTHERN SCRAP MATERIAL CO., LTD., a Louisiana corporation, appearing herein through its President, Edward L. Diefenthal, duly authorized pursuant to LSA R.S. 12:112 and LSA R.S. 12:117(C)(1) by unanimous resolutions of its shareholders and Board of Directors ("Merged Entity"); and

SOUTHERN SCRAP MATERIAL CO., L.L.C., a Louisiana limited liability company, appearing herein through its members, signifying their approval and authorization hereof pursuant to LSA R.S. 12:117(C)(2) and LSA R.S. 12:1359(A)(1) by their execution below ("Surviving Entity").

WITNESSETH:

WHEREAS, the Merged Entity has existed as a Louisiana corporation since March 16, 1900, all of the issued and outstanding capital stock of which is currently registered in the name of Southern Holdings, Inc., a Louisiana corporation; and

WHEREAS, the Surviving Entity was organized as a Louisiana limited liability company on December 27, 1994, pursuant to LSA R.S. 12:1301, et seq.; and

WHEREAS, all of the issued and outstanding membership capital interests ("Class A Units") of the Surviving Entity are owned by and registered in the name of Southern Recycling, L.L.C., a Louisiana limited liability company organized on December 27, 1994, pursuant to LSA R.S. 12:1301, et seq. and all of the issued and outstanding membership interests of the Surviving Entity that are entitled to vote ("Class B Units") are owned and registered in the

names of Southern Recycling, L.L.C. (99%) and Diefenthal Brothers, L.L.C. (1%), a Louisiana limited liability company organized on December 27, 1994; and

WHEREAS, all of the issued and outstanding membership capital interests ("Class A Units") of Southern Recycling, L.L.C. are owned by and registered in the name of Southern Holdings, Inc. and all of the issued and outstanding membership interests of Southern Recycling, L.L.C. that are entitled to vote ("Class B Units") are owned by and registered in the names of Southern Holdings, Inc., a Louisiana corporation (99%), and Diefenthal Brothers, L.L.C. (1%); and

WHEREAS, the Board of Directors and sole shareholder of the Merged Entity and the members of the Surviving Entity deem it advisable to the general welfare and advantage of both entities that they merge into a single entity pursuant to this Agreement and the applicable provisions of Louisiana law, including LSA R.S. 12:1357, et seq., with the Articles of Organization and Operating Agreement of the Surviving Entity remaining unchanged and in full force and effect,

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree that the Merged Entity shall be merged into the Surviving Entity which shall continue its existence as a Louisiana limited liability company surviving the merger. The terms and conditions of the Agreement which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are as follows:

I.
Effective Time of Merger

The effective time of this Agreement shall be 11:59 p.m. (C.S.T.), December 31, 1994 ("Effective Time"), and this Agreement, together with all other requisite documents, shall be filed in the office of the Secretary of State for the State of Louisiana, after satisfaction of the requirements of the applicable laws of the State of Louisiana required as a prerequisite to such filing. Upon the Effective Time, the separate existence of Southern Scrap Material Co., Ltd., a Louisiana corporation, shall be merged into Southern Scrap Material Co., L.L.C., a Louisiana limited liability company as the Surviving Entity, with the Articles of Organization and Operating Agreement of Southern Scrap Material Co., L.L.C. to remain unchanged and in full force and effect.

II.
Governing Law

Any and all controversies arising out of this Agreement shall be governed by the laws of the State of Louisiana.

III.
Conversion of Interests in the Merger

The mode of carrying into effect the Plan of Merger provided in this Agreement, and the manner and basis of converting the capital stock of the Merged Entity into membership interests of the Surviving Entity, shall be as follows:

At the Effective Time, the aggregate shareholders' equity represented by all of the issued and outstanding capital stock of the Merged Entity registered in the name of its sole shareholder, Southern Holdings, Inc., shall be credited to the capital account

in the Surviving Entity registered in the name of its sole capital member, Southern Recycling, L.L.C., which credit shall reflect the result of the following series of transactions for federal income tax purposes:

(a) The transfer by the Merged Entity of all of its assets and liabilities to the Surviving Entity in exchange for a membership capital interest in a transaction defined in Section 721(a) of the Internal Revenue Code of 1986, as amended ("Code");

(b) The transfer by the Merged Entity of the membership capital interest in the Surviving Entity to its sole shareholder, Southern Holdings, Inc., in a transaction defined in Section 332 of the Code; and

(c) The transfer by Southern Holdings, Inc. of the membership capital interest in the Surviving Entity to Southern Recycling, L.L.C., as a contribution to capital in a transaction defined in Section 721 of the Code.

Pursuant to the terms and provisions of the Surviving Entity's Articles of Organization and Operating Agreement, Southern Recycling, L.L.C., as a transferee of a capital interest in the Surviving Entity, shall succeed to the capital account attributable to such capital interest. Such capital account together with the initial capital account of Southern Recycling, L.L.C. will constitute its aggregate capital account in the Surviving Entity immediately after the merger.

IV. Effect of the Merger

As of the Effective Time, Southern Scrap Material Co., Ltd. shall be merged into Southern Scrap Material Co., L.L.C. and Southern Scrap Material Co., L.L.C. will be the Surviving Entity. The Surviving Entity shall thereupon and thereafter possess and enjoy all the rights, privileges, immunities, powers and fran-

chises, both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of both entities and shall succeed to and be vested with all properties, real, personal and mixed, of both entities, and all property, rights, privileges, immunities, powers, and franchises, and all and every other interest of whatever kind shall be thereafter as effectively the property of the Surviving Entity as they were of the respective entities, and the title to any real estate vested in either of said entities shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of said entities shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time, and all debts, liabilities and duties of said entities, respectively, shall thenceforth attach to and be the responsibility of the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity, and any claim existing or action or proceeding pending by or against either Southern Scrap Material Co., Ltd. or Southern Scrap Material Co., L.L.C. may be prosecuted against the Surviving Entity.

V.
Accounting Matters

The assets and liabilities of Southern Scrap Material Co., Ltd. and Southern Scrap Material Co., L.L.C. as of the Effective Time shall be recorded on the Surviving Entity's books in the amounts and as carried on the books of the respective entities

immediately prior to the Effective Time subject to the provisions of the Operating Agreement of the Surviving Entity. The amount of assets, liabilities and capital of the Surviving Entity after the merger shall be equal to the sum of the aggregate amount of the assets, liabilities and capital of the respective entities immediately prior to the merger.

VI.
Certification of Authorization

The undersigned sole shareholder of Southern Scrap Material Co., Ltd. and the undersigned members of Southern Scrap Material Co., L.L.C., through their execution of this Agreement, hereby certify that this Agreement has been presented to, and unanimously approved at, a meeting of the shareholders of Southern Scrap Material Co., Ltd. and a meeting of the members of Southern Scrap Material Co., L.L.C., each called for the purpose of voting to adopt this Agreement, respectively, in accordance with the requirements of LSA R.S. 12:117 and LSA R.S. 12:1359.

VII.
Miscellaneous

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter other than the Articles of Organization and Operating Agreement of Southern Scrap Material Co., L.L.C. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given respectively by Southern Scrap Material Co., Ltd.'s sole shareholder and directors and by Southern Scrap Material Co., L.L.C.'s members, have caused this Agreement to be duly entered into and signed effective as of the Effective Time, by the persons set forth below.

SOUTHERN SCRAP MATERIAL
CO., LTD.

BY: Edward L. Diefenthal
EDWARD L. DIEFENTHAL,
President
and

James R. Diefenthal
JAMES R. DIEFENTHAL,
Director

Edward L. Diefenthal
EDWARD L. DIEFENTHAL,
Director

Joseph R. Boyd
JOSEPH R. BOYD, Director
and

SOUTHERN HOLDINGS, INC.

BY: James R. Diefenthal
JAMES R. DIEFENTHAL,
President

Sole Shareholder

SOUTHERN SCRAP MATERIAL
CO., L.L.C.

Through its Members:

SOUTHERN RECYCLING, L.L.C.
Through
SOUTHERN HOLDINGS, INC.

BY: James R. Diefenthal
JAMES R. DIEFENTHAL,
President

and

DIEFENTHAL BROTHERS, L.L.C.

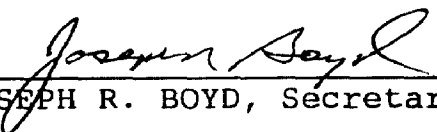
BY: James R. Diefenthal
JAMES R. DIEFENTHAL

Edward L. Diefenthal
EDWARD L. DIEFENTHAL

Members

CERTIFICATION

I, Joseph R. Boyd, Secretary of Southern Scrap Material Co., Limited do hereby certify that the annexed Agreement and Plan of Merger of Southern Scrap Material Co., Limited into Southern Scrap Material Co., L.L.C. was approved by the unanimous consent of the sole shareholder and Board of Directors of Southern Scrap Material Co., Limited.



JOSEPH R. BOYD, Secretary