

08-28-2000



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7.30.00

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

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

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.)

FOR OFFICE USE ONLY

08/28/2000 MTHRI1 00000227 1846982

01 FC:481
02 FC:482

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100.00 OP

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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: 002125 FRAME: 0962

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1846982"/>	<input type="text" value="452548"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1416207"/>	<input type="text" value="2037801"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1415287"/>	<input type="text"/>	<input type="text"/>

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

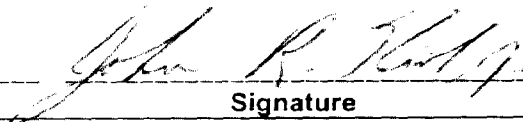
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

John R. Kirk, Jr.



July 26, 2000

Name of Person Signing

Signature

Date Signed



The State of Texas

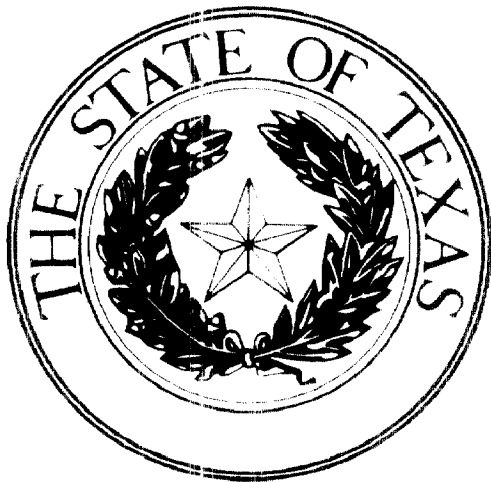
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is a true and correct copy of the following described document on file in this office:

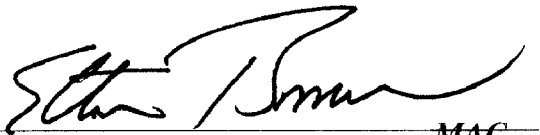
PHILIP ST, INC.
Formerly: SERV-TECH, INC.
File No. 00180792-00

ARTICLES OF AMENDMENT

DECEMBER 23, 1997



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 20, 2000.



Elton Bomer
Secretary of State

MAC

TRADEMARK

REEL: 002125 FRAME: 0964

<p style="text-align: center;">FILED in the Office of the Secretary of State of Texas</p> <p style="text-align: center;">DEC 23 1997</p> <p style="text-align: center;">Corporations Section</p>
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**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SERV-TECH, INC.**

Pursuant to the provisions of Art. 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE ONE. The name of the corporation is **SERV-TECH, INC.**

ARTICLE TWO. The following amendment to the Articles of Incorporation was adopted by the sole shareholder of the corporation on October 31, 1997:

Article ONE of the Articles of Incorporation is hereby amended so as to read as follows:

The name of the Company shall be Philip ST, Inc.


ARTICLE THREE. The number of shares of the corporation outstanding at the time of such adoption was 100, and the number of shares entitled to vote thereon was 100.

ARTICLE FOUR. The holders of all of the shares outstanding and entitled to vote on said amendment have signed a consent in writing adopting said amendment.

ARTICLE FIVE. The effective date of this amendment shall be January 1, 1998.

Dated December 22, 1997

SERV-TECH, INC.

By 
Its Assistant Secretary



The State of Texas

SECRETARY OF STATE

I, **ELTON BOMER**, Secretary of State of the State of Texas, DO HEREBY CERTIFY that the attached is a copy of the Articles of Merger for **PHILIP SERVICES CORP., TARO AGGREGATES, LTD.**, both **CANADA** corporations, **ST ACQUISITION CORPORATION**, a **TEXAS** corporation and **SERV-TECH, INC.**, a **TEXAS** corporation, which was filed in this office on **JULY 30, 1997** and that according to the terms of the Merger the surviving corporation is **SERV-TECH, INC.**, a **TEXAS** corporation.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 20, 2000.




MAC

Elton Bommer
Secretary of State

TRADEMARK
REEL: 002125 FRAME: 0966

**ARTICLES OF MERGER
OF
ST ACQUISITION CORPORATION
WITH AND INTO
SERV-TECH, INC.**

FILED
In the Office of the
Secretary of State of Texas
JUL 30 1997
Corporations Section

Pursuant to the provisions of Articles 5.01 and 5.04 of the Texas Business Corporation Act, Philip Services Corp. (formerly known as Philip Environmental Inc.), Taro Aggregates Ltd., ST Acquisition Corporation ("Sub") and Serv-Tech, Inc. ("Serv-Tech") hereby adopt the following Articles of Merger for the purpose of merging Sub with and into Serv-Tech. Sub and Serv-Tech are collectively referred to in these Articles of Merger as the "Constituent Corporations."

1. The names of the Constituent Corporations and the states under the laws of which they are organized are:

<u>Name of Corporation</u>	<u>State</u>
ST Acquisition Corporation	Texas
Serv-Tech, Inc.	Texas

2. An Agreement and a Plan of Merger (the "Plan") approved in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of Sub with and into Serv-Tech, and resulting in Serv-Tech being the surviving corporation in the merger, is attached hereto as Exhibit A and is incorporated herein by reference.

3. For each of the Constituent Corporations, the number of outstanding shares of each class of stock of each Constituent Corporation entitled to vote, with other shares or as a class, on the Plan are as follows:

<u>Name of Entity</u>	<u>Class or Series</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote as a Class or Series</u>
Sub	Common	1,000	1,000
Serv-Tech	Common	6,861,999	6,861,999

4. For each of the Constituent Corporations, the number of shares of each class of stock of each Constituent Corporation that voted for and against the Plan are as follows:

<u>Name of Entity</u>	<u>Class or Series</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Sub	Common	1,000	0
Serv-Tech	Common	5,169,956	599,363


5. The Plan and the performance of its terms have been duly authorized and approved by all action required by the Texas Business Corporation Act and the constituent documents of Sub and Serv-Tech.

6. The merger of Sub with and into Serv-Tech will become effective on Thursday, July 31, 1997, at 12:01 a.m., in accordance with the provisions of Article 10.03 of the Texas Business Corporation Act.


[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed these Articles effective on and as of the 30th day of July, 1997.


PHILIP SERVICES CORP.

By: 
Name: Colin Soule
Title: Executive Vice President,
General Counsel and Secretary

TARO AGGREGATES LTD.

By: 
Name: Colin Soule
Title: Secretary

ST ACQUISITION CORPORATION

By: 
Name: Colin Soule
Title: Secretary

SERV-TECH, INC.

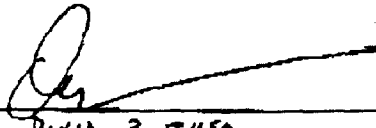
By: 
Name: DAVID P. TUSA
Title: SA VP

EXHIBIT A

PLAN OF MERGER

PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan") executed on July 30, 1997, to be effective on and as of March 5, 1997, by and among Philip Services Corp. (formerly known as Philip Environmental Inc.), an Ontario, Canada corporation ("Parent"), Taro Aggregates Ltd., an Ontario, Canada corporation and wholly-owned subsidiary of Parent ("Taro"), ST Acquisition Corporation, a Texas corporation and wholly-owned subsidiary of Taro ("Sub"), and Serv-Tech, Inc., a Texas corporation ("Target" or the "Surviving Corporation"), is entered into pursuant to the provisions of Article 5.01 of the Texas Business Corporation Act. All capitalized terms herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement and Plan of Merger by and among Parent, Taro, Sub and Target, dated as of March 5, 1997 (the "Merger Agreement"). The parties hereto hereby agree as follows:

1. The Merger. Sub shall be merged with and into Target (the "Merger") which shall continue its existence and be governed by the laws of the State of Texas.
2. Surviving Corporation. The name of the surviving corporation is "Serv-Tech, Inc."
3. Effect of the Merger. The Merger shall have the effects set forth in the applicable provisions of the Texas Business Corporation Act.
4. Conversion of Securities; Exchange; Fractional Shares. Subject to the terms and conditions of the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Target, Sub or their shareholders:

(a) Exchange Ratio. Each share of Target Common Stock issued and outstanding immediately prior to the Effective Time (the "Shares"), other than any Shares to be canceled pursuant to Section 4(b) and any Dissenting Shares (as defined and to the extent provided in Section 1.8 of the Merger Agreement), shall be converted, subject to the provisions of this Section 4, into the right to receive .403 shares of Parent Common Stock; provided, however, that no fractional shares of Parent Common Stock shall be issued, and, in lieu thereof, a cash payment shall be made pursuant to Section 4(g) hereof.

(b) Conversion of Shares. Each share of Target Common Stock held in the treasury of Target and each Share owned by Sub, Parent or any direct or indirect wholly-owned subsidiary of Parent or of Target immediately prior to the Effective Time shall be canceled and extinguished at the Effective Time and each holder of a certificate representing any such shares of Target Common Stock shall cease to have any rights with respect thereto, except the right to receive upon the surrender of such certificates, certificates representing the shares of Parent Common Stock, any cash in lieu of fractional shares of Parent Common Stock and any dividends or other distributions to the extent provided in Section 4(e) to be issued or paid in consideration therefor upon surrender of such certificate in accordance with this Section 4, without interest.

(c) **Exchange Agent.** Immediately following the Effective Time of the Merger, Parent shall deposit with The Bank of New York or such other bank or trust company as may be designated by Parent and Target (the "Exchange Agent"), for the benefit of the holders of shares of Target Common Stock, for exchange in accordance with Article I of the Merger Agreement, through the Exchange Agent, certificates representing the shares of Parent Common Stock (such shares of Parent Common Stock, together with any dividends or distributions with respect thereto with a record date after the Effective Time of the Merger, being hereinafter referred to as the "Exchange Fund") issuable pursuant to Section 4(a) in exchange for outstanding shares of Target Common Stock. The Exchange Agent shall, pursuant to mutually agreed instructions, deliver the Parent Common Stock contemplated to be issued pursuant to Section 4(a).

(d) **Exchange Procedures.** As soon as reasonably practicable (and in any event within five business days) after the Effective Time of the Merger, Parent shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates (the "Certificates") which immediately prior to the Effective Time of the Merger represented outstanding shares of Target Common Stock, other than shares to be cancelled or retired in accordance with Section 4(b), (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in customary form) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of Parent Common Stock and cash in lieu of fractional shares. Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Parent Common Stock which such holder has the right to receive pursuant to the provisions of Article I of the Merger Agreement, cash in lieu of fractional shares of Parent Common Stock, and any dividends or other distributions to which such holder is entitled pursuant to Section 4(g) and the Certificate so surrendered shall forthwith be cancelled. In the event of a transfer of ownership of Target Common Stock which is not registered in the transfer records of Target, a certificate representing the proper number of shares of Parent Common Stock and cash in lieu of fractional shares of Parent Common Stock, and any dividends or other distributions to which such holder is entitled pursuant to Section 4(g) may be issued to a person other than the person in whose name the Certificate is registered, if such Certificate shall be properly endorsed or otherwise be in proper form for transfer and the person requesting such payment shall pay any transfer or other taxes required by reason of the issuance of shares of Parent Common Stock to a person other than the registered holder of such Certificate or establish to the satisfaction of Parent that such tax has been paid or is not applicable. Until surrendered as contemplated by this Section 4, each Certificate shall be deemed at any time after the Effective Time of the Merger to represent only the right to receive upon such surrender the certificate representing the appropriate number of whole

shares of Parent Common Stock, cash in lieu of any fractional shares of Parent Common Stock and any dividends or other distributions to the extent provided in Section 4(e) as contemplated by this Section 4. No interest will be paid or will accrue on any cash payable in lieu of any fractional shares of Parent Common Stock.

(e) Distributions with Respect to Unexchanged Shares. No dividends or other distributions with respect to Parent Common Stock with a record date after the Effective Time of the Merger shall be paid to the holder of any unsurrendered Certificate with respect to the shares of Parent Common Stock represented thereby, and no cash payment in lieu of fractional shares shall be paid to any such holder pursuant to Section 4(g) until the surrender of such Certificate in accordance with Article I of the Merger Agreement. Subject to the effect of applicable laws, following surrender of any such Certificate, there shall be paid to the holder of the certificate representing whole shares of Parent Common Stock issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of any cash payable in lieu of a fractional share of Parent Common Stock to which such holder is entitled pursuant to Section 4(g) and the amount of dividends or other distributions with a record date after the Effective Time of the Merger theretofore paid with respect to such whole shares of Parent Common Stock, and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time of the Merger but prior to such surrender and a payment date subsequent to such surrender payable with respect to such whole shares of Parent Common Stock.

(f) No Further Ownership Rights in Target Common Stock. All shares of Parent Common Stock issued upon the surrender for exchange of Certificates in accordance with the terms of Article I of the Merger Agreement (including any cash paid pursuant to Section 4(c) or 4(g)) shall be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to the shares of Target Common Stock theretofore represented by such Certificates, subject, however, to the Surviving Corporation's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time of the Merger which may have been declared or made by the Target on such shares of Target Common Stock in accordance with the terms of the Merger Agreement or prior to the date of the Merger Agreement and which remain unpaid at the Effective Time of the Merger, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Target Common Stock which were outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, Certificates are presented to the Surviving Corporation or the Exchange Agent for any reason, they shall be cancelled and exchanged as provided in Article I of the Merger Agreement, except as otherwise provided by law.

(g) No Fractional Shares.

(i) No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Certificates, and such fractional share interests shall not entitle the owner thereof to vote or to any rights of a stockholder of Parent.

(ii) As promptly as practicable following the Effective Time of the Merger, the Exchange Agent shall determine the excess of (x) the number of shares of Parent Common Stock delivered to the Exchange Agent by Parent pursuant to Section 4(c) over (y) the aggregate number of whole shares of Parent Common Stock to be distributed to holders of the Certificates pursuant to Section 4(d) (such excess being herein called the "Excess Shares"). As soon as practicable after the Effective Time of the Merger, the Exchange Agent, as agent for the holders of the Certificates, shall sell the Excess Shares at then prevailing prices on the New York Stock Exchange, Inc. (the "NYSE"), all in the manner provided in Paragraph (iii) of this Section 4(g).

(iii) The sale of the Excess Shares by the Exchange Agent shall be executed on the NYSE through one or more member firms of the NYSE and shall be executed in round lots to the extent practicable. The proceeds from such sale or sales available for distribution to the holders of certificates shall be reduced by the compensation payable to the Exchange Agent and the expenses incurred by the Exchange Agent, in each case, in connection with such sale or sales of the Excess Shares, including all related commissions, transfer taxes and other out-of-pocket transaction costs. Until the net proceeds of such sale or sales have been distributed to the holders of the Certificates, the Exchange Agent shall hold such proceeds in trust for the holders of the Certificates (the "Common Shares Trust"). The Exchange Agent shall determine the portion of the Common Shares Trust to which each holder of a Certificate shall be entitled, if any, by multiplying the amount of the aggregate net proceeds comprising the Common Shares Trust by a fraction, the numerator of which is the aggregate amount of fractional share interests to which such holder of a Certificate is entitled and the denominator of which is the aggregate amount of fractional share interests to which all holders of the Certificates are entitled.

(iv) As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Certificates in lieu of any fractional share interests, the Exchange Agent shall make available such amounts, without interest, to such holders of Certificates who have surrendered their Certificates in accordance with Article I of the Merger Agreement.

(h) Termination of Exchange Fund and Common Shares Trust. Any portion of the Exchange Fund and Common Shares Trust which remains undistributed to the holders of Certificates for six months after the Effective Time of the Merger shall be delivered to Parent, upon demand, and any holders of Certificates who have not theretofore complied with Article I of the Merger Agreement shall thereafter look only to Parent for payment of their claim for Parent Common Stock, any cash in lieu of fractional shares of Parent Common Stock and any dividends or distributions with respect to Parent Common Stock.

(i) No Liability. None of Parent, Sub, Target, the Surviving Corporation or the Exchange Agent shall be liable to any person in respect of any shares of Parent Common Stock (or dividends or distributions with respect thereto) or cash from the Exchange Fund or the Common Shares Trust delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Certificates shall not have been surrendered prior to seven years after the Effective Time of the Merger (or immediately prior to such earlier date on which any shares of Parent Common Stock, any cash in lieu of fractional shares of Parent Common Stock or any dividends or distributions with respect to Parent Common Stock in respect of such Certificate would otherwise escheat to or become the property of any Governmental Entity (as defined in Section 3.01 (d) of the Merger Agreement), any such shares, cash, dividends or distributions in respect of such Certificate shall, to the extent permitted by applicable law, become the property of the Surviving Corporation, free and clear of all claims or interest of any person previously entitled thereto.

(j) Investment of Exchange Fund and Common Shares Trust. The Exchange Agent shall invest any cash included in the Exchange Fund and Common Shares Trust, as directed by Parent, on a daily basis. Any interest and other income resulting from such investments shall be paid to Parent.

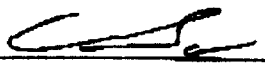
5. Sub Common Stock. Each share of common stock, \$.01 par value per share, of Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one newly and validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation.

6. Articles of Incorporation. The Articles of Incorporation of Sub in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation; provided, however, that Article I of the Articles of Incorporation of the Surviving Corporation shall not be amended. Accordingly, the Articles of Incorporation of Target are hereby amended to read in their entirety as set forth on Appendix I. From and after the Effective Time, and until further amended as provided by applicable law, the Articles of Incorporation set forth on Appendix I separate and apart from this Plan, shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation.


7. Bylaws. The Bylaws of Sub in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

IN WITNESS WHEREOF, the undersigned have duly executed this Plan effective on and as of the date set forth above.


PHILIP SERVICES CORP.

By: 
Name: Colin Soule
Title: Executive Vice President, General Counsel and Secretary


TARO AGGREGATES LTD.

By: 
Name: Colin Soule
Title: Secretary

ST ACQUISITION CORPORATION

By: 
Name: Colin Soule
Title: Secretary

SERV-TECH, INC.

By: 
Name: DAVID P. TUSA
Title: JR VP

APPENDIX I

ARTICLE I

The name of the corporation is Serv-Tech, Inc.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose or purposes for which the corporation is organized are:

"To engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act."

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is One Thousand (1,000) of Common Stock, par value one penny (\$.01).

The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the share of any class are without par value, are as follows:

<u>No. of Shares</u>	<u>Class</u>	<u>Series (If any)</u>	<u>Par Value per Share or Statement that Shares are Without Par Value</u>
1,000	Common	*****	.01

ARTICLE V

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of Ten Dollars (\$10), consisting of money, labor done or property actually received.

ARTICLE VI

The street address of its initial registered office is c/o CT CORPORATION SYSTEM, 811 Dallas Avenue, Houston, Texas 77002, and the name of its initial registered agent at such address is CT CORPORATION SYSTEM.

ARTICLE VII

The number of directors of the corporation may be fixed by the by-laws.

The number of directors constituting the initial board of directors is One (1), and the name and address of each person who is to serve as director until the first annual meeting of the shareholders or until a successor is elected and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Colin Soule	100 King Street West P. O. Box 2440, LCD1 Hamilton, Ontario, Canada L8N 4J6

ARTICLE VIII

The name and addresses of the incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
Mary E. Keogh	P. O. Box 636 Wilmington, Delaware 19899

The corporation is to be a consuming assets corporation.



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

S T ACQUISITION CORPORATION

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that the taxes due on those reports have been paid. This certificate may be used for the purpose of dissolution, merger or withdrawal with the Texas Secretary of State.

This certificate is valid through DECEMBER 31, 1997

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the
City of Austin, this
28TH day of JULY, 1997 A.D.

JOHN SHARP
Comptroller of Public Accounts

Charter/C.O.A. number: 0143.