

09-07-2000



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REC.

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 3D Industries, Inc.

Individual(s)       Association  
 General Partnership     Limited  
 Corporation-      Partnership  
 California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: JW International Holdings, Inc.  
 Internal Address: \_\_\_\_\_

Street Address: One East First Street

City Reno State Nevada ZIP 89501

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Nevada  
 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: 12-27-99

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

A. Trademark Application No.(s) <u>75-584143</u>	B. Trademark Registration No.(s) <u>1,886,064</u> <u>2,244,235</u>
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Additional numbers attached?  Yes  No

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

Name: Nancy J. Moriarty  
 Address: Chernoff, Vilhauer, McClung  
& Stenzel, LLP  
1600 ODS Tower  
601 SW Second Avenue  
Portland, Oregon 97204

6. Total number of applications and registrations involved: [3]

7. Total fee (37 CFR 3.41 and 2.6(6))---\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Any deficiencies in enclosed fees authorized to be charged to deposit account

8. Deposit Account No. 03-1550  
 (Attach duplicate copy of this page if paying by deposit account)

09/07/2000 JSH/BAZZ 00000056 75584143

40.00 OP  
 50.00 OP

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.

Douglas Kintzinger      *Douglas Kintzinger*      7-31-00  
 Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet, attachments, and documents: [6]

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

**ARTICLES OF MERGER**  
of  
**3D INDUSTRIES, INC. into**  
**JW INTERNATIONAL HOLDINGS, INC.**

The undersigned corporations do hereby execute the following ARTICLES OF MERGER in accordance with the provisions of section 92A.200 of the Nevada Revised Statutes for the purpose of merging 3D INDUSTRIES, INC., a California corporation, with and into JW INTERNATIONAL HOLDINGS, INC., a Nevada corporation:

1. The name and jurisdiction of organization of each of the undersigned corporations is as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
JW INTERNATIONAL HOLDINGS, INC.	Nevada
3D INDUSTRIES, INC.	California

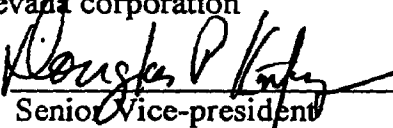
2. The name of the surviving corporation after the merger is: JW INTERNATIONAL HOLDINGS, INC.
3. This merger is permitted under the laws of the State of Nevada. JW INTERNATIONAL HOLDINGS, INC. and 3D INDUSTRIES, INC. have complied with the applicable provisions of the laws of the State of Nevada.
4. This merger is permitted under the laws of the State of California. JW INTERNATIONAL HOLDINGS, INC. and 3D INDUSTRIES, INC. have complied with the applicable provisions of the laws of the State of California.
5. The PLAN OF MERGER OF 3D INDUSTRIES INTO JW INTERNATIONAL HOLDINGS, INC. (the "PLAN OF MERGER") is attached hereto and incorporated herein by reference.
6. The Board of Directors of JW INTERNATIONAL HOLDINGS, INC., the surviving corporation in the merger, approved and adopted the PLAN OF MERGER by written consent on December 27, 1999, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of 3D INDUSTRIES, INC., the absorbed corporation in the merger, approved and adopted the PLAN OF MERGER by written consent on December 27, 1999, and directed that such document be submitted to a vote of its shareholders.
7. The shareholders of JW INTERNATIONAL HOLDINGS, INC. and 3D INDUSTRIES, INC., respectively, duly approved and adopted the PLAN OF

MERGER by unanimous written consent on December 27, 1999, in the manner prescribed by law.

8. The Articles of Incorporation of JW INTERNATIONAL HOLDINGS, INC. will not be amended in conjunction with the merger.
9. These ARTICLES OF MERGER, and the PLAN OF MERGER incorporated herein by reference, shall be effective at 11:59 p.m. on December 31, 1999, pursuant to section 92A.240 of the Nevada Revised Statutes, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

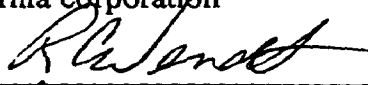
IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the Assistant Secretary of JW INTERNATIONAL HOLDINGS, INC., and by the Legal Representative of 3D INDUSTRIES, INC., each thereunto duly authorized, this 27<sup>th</sup> day of December, 1999.

JW INTERNATIONAL  
HOLDINGS, INC.,  
a Nevada corporation

By:   
Its: Senior Vice-president

By:   
Its: Assistant Secretary

3D INDUSTRIES, INC.  
a California corporation

By:   
Its: President

By:   
Its: Secretary