



To the Honorable Commissioner of P.

101540059

and original documents or copy thereof.

1. Name of conveying party(ies): *MWD*
11-14-00
Laporte Water Technologies & Biochem, Inc.

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

2. Name and address of receiving party(ies)

Name: Laporte Water Technologies & Biochem, Inc.

Street Address: 1400 Bluegrass Lakes Parkway
Alpha-etta, Georgia 30201

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: December 31, 1995

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other:

If assignee is not domiciled in the Unites States, a domestic representative designation is attached yes no

Additional name(s) & address(es) attached? yes no

4. Application number(s) or registration number(s): 1,805,612

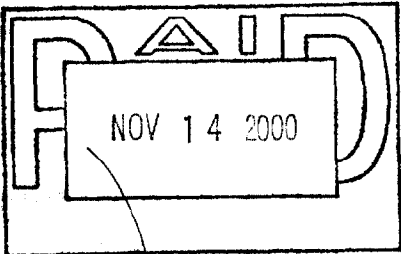
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark application No.(s) B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Sarah Anne Keefe, Esq.
WOMBLE CARLYLE SANDRIGE & RICE, PLLC
Suite 3500
1201 West Peachtree Street
Atlanta, Georgia 30309
(404) 888-7398
(404) 870-2417 (fax)



6. Total number of applications/trademarks involved: [1]

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 50-0517
(Attach duplicate copy of this page if paying by Deposit Account)

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.

SARAH ANNE KEEFE
Name of Person Signing

Sarah Anne Keefe
Signature

Nov. 9, 2000
Date

Docket No. R002.3001 Total number of pages including cover sheet, attachments, and document: []

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

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

**AQUASHADE, INC., a New York corporation,
ASPEN INDUSTRIES, INC., a New York corporation,
BLUE DEVIL INDUSTRIES, INC., a California corporation,
LAPORTE WATER TECHNOLOGIES & BIOCHEM, INC., a Georgia corporation,
AND
LEISURE TIME INDUSTRIES, a California corporation,**

INTO

LAPORTE WATER TECHNOLOGIES & BIOCHEM, INC., a Delaware corporation.

.....

LAPORTE WATER TECHNOLOGIES & BIOCHEM, INC., a corporation organized and existing under the laws of Delaware, DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 14th day of November, 1995, pursuant to the General Corporation Laws of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Aquashade, Inc., a corporation incorporated on the 7th day of March, 1972, pursuant to the Business Corporation Law of New York.

THIRD: That this corporation owns all of the outstanding shares of the stock of Aspen Industries, Inc., a corporation incorporated on the 23rd day of May, 1960, pursuant to the Business Corporation Law of New York.

FOURTH: That this corporation owns all of the outstanding shares of the stock of Blue Devil Industries, Inc., a corporation incorporated on the 4th day of June, 1975, pursuant to the General Corporation Law of California.

FIFTH: That this corporation owns all of the outstanding shares of the stock of Laporte Water Technologies & Biochem, Inc., a corporation incorporated on the 30th day of August, 1976, pursuant to the Georgia Business Corporation Code.

SIXTH: That this corporation owns all of the outstanding shares of the stock of Leisure Time Industries, a corporation incorporated on the 27th day of April, 1977, pursuant to the General Corporation Law of California.

SEVENTH: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board on the 19th day of December, 1995, determined to and did merge into itself said Aquashade, Inc., a New York corporation; Aspen Industries, Inc., a New York corporation; Blue Devil Industries, Inc., a California corporation; Laporte Water Technologies & Biochem, Inc., a Georgia corporation; and Leisure Time Industries, a California corporation:

RESOLVED, that Laporte Water Technologies & Biochem, Inc. merge, and it hereby does merge into itself said Aquashade, Inc., a New York corporation; Aspen Industries, Inc., a New York corporation; Blue Devil Industries, Inc., a California corporation; Laporte Water Technologies & Biochem, Inc., a Georgia corporation; and Leisure Time Industries, a California corporation, and assumes all their obligations; and

FURTHER RESOLVED, that the merger shall become effective on December 31, 1995 at 11:59 p.m.

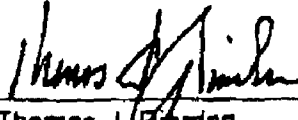
FURTHER RESOLVED, that the terms and conditions of the merger are as outlined in the Plan of Merger attached hereto as Exhibit A.

FURTHER RESOLVED, that the proper officer of this corporation be and he or she is hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Aquashade, Inc., a New York corporation; Aspen Industries, Inc., a New York corporation; Blue Devil Industries, Inc., a California corporation; Laporte Water Technologies & Biochem, Inc., a Georgia corporation; and Leisure Time Industries, a California corporation, and assume their liabilities and obligations, and the date of adoption thereof, and to

cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

IN WITNESS WHEREOF, said Laporte Water Technologies & Biochem, Inc. has caused this Certificate to be signed by Thomas J. Riordan, its Vice President, General Counsel & Secretary this 19th day of December, 1995.

LAPORTE WATER TECHNOLOGIES & BIOCHEM, INC.,
a Delaware corporation

By: 
Thomas J. Riordan
Vice President, General
Counsel & Secretary

PLAN OF OWNERSHIP AND MERGER

Plan of Ownership and Merger (the "Plan") of Aquashade, Inc., a New York corporation ("AQUASHADE"); Aspen Industries, Inc., a New York corporation ("ASPEN"); Blue Devil Industries, Inc., a California corporation ("BLUE DEVIL"); Laporte Water Technologies & Biochem, Inc., a Georgia corporation ("LWT&B(GA)"); and Leisure Time Industries, a California corporation ("LEISURE TIME"), with and into their parent corporation, Laporte Water Technologies & Biochem, Inc., a Delaware corporation ("LWT&B/DE").

The following summarizes the basic terms and conditions of the merger between the aforesaid parties:

ARTICLE 1

MERGER OF AQUASHADE, ASPEN, BLUE DEVIL, LWT&B(GA) AND LEISURE TIME WITH AND INTO LWT&B/DE

1.1 The Merger. At the Effective Time (as hereinafter defined), subject to the terms and conditions of this Plan and pursuant to the provisions of the General Corporation Law of Delaware, AQUASHADE, ASPEN, BLUE DEVIL, LWT&B(GA) and LEISURE TIME shall be merged with and into their parent corporation, LWT&B/DE (the "Merger"), the separate existence of AQUASHADE, ASPEN, BLUE DEVIL, LWT&B(GA) and LEISURE TIME (except as may be continued by operation of law) shall cease, and LWT&B/DE shall continue as the surviving corporation. The Merger shall have the effects set forth herein and the effects set forth in the General Corporation Law of Delaware.

1.2 Effective Date and Time of Merger. The Certificate of Ownership and Merger shall provide that the Merger shall be effective December 31, 1995 at 11:59 p.m. (the "Effective Date and Time").

ARTICLE 2

CANCELLATION OF SHARES

2.1 Cancellation of Shares. At the Effective Date and Time, by virtue of the Merger and without any action on the part of AQUASHADE, ASPEN, BLUE DEVIL, LWT&B(GA) or LEISURE TIME or the holders of each share of (i) no par value common stock of AQUASHADE; (ii) \$.10 par value common stock of ASPEN; (iii) \$1.00 par value common stock of BLUE DEVIL; (iv) \$1.00 par value common stock of LWT&B(GA); and (v) no par value common stock of LEISURE TIME issued and outstanding immediately prior to the Effective Date and Time shall be cancelled and retired and no payment shall be made with respect thereto.

ARTICLE 3

SHAREHOLDER & BOARD OF DIRECTORS CONSENT

3.1 The foregoing Plan of Ownership and Merger was duly adopted by the Shareholders and the Boards of Directors of each respective corporation on the 19th day of December, 1995.

POM95.LWT