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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

*MPD*  
*12.11.00*

### 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  
11 17 00

Change of Name

Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Clearsho, LLC

Execution Date  
Month Day Year  
11 17 00

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization DELAWARE

#### Receiving Party

Mark if additional names of receiving parties attached

Name Clair Acquisition Corp.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Ellen Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) Lititz Pennsylvania 17543  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Pennsylvania

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.)

12/29/2000 GTON11 00000052 75504425

#### FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 150.00 DP

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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: 002205 FRAME: 0533

**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

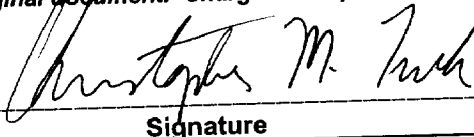
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

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.

Christopher M. Turk  
Name of Person Signing

  
Signature

12/8/00  
Date Signed

State of Delaware  
Office of the Secretary of State

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES: "CLEARSHO, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "CLAIR ACQUISITION CORP." UNDER THE NAME OF "CLAIR ACQUISITION CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF NOVEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE SEVENTEENTH DAY OF NOVEMBER, A.D. 2000, AT 11:59 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3318695 8100M

AUTHENTICATION: 0804724

001580690

DATE: 11-20-00

TRADEMARK  
REEL: 002205 FRAME: 0535

## PLAN OF MERGER

This PLAN OF MERGER, dated as of November 17, 2000, is by and between **Clair Acquisition Corp.** ("Corporation"), a Pennsylvania corporation, and **Clearsho, LLC** ("LLC"), a Delaware limited liability company (the foregoing are hereinafter sometimes referred to as the "Constituent Companies").

### **BACKGROUND**

The directors, shareholders and members, as the case may be, of each of the Constituent Companies have determined that a merger of LLC with and into Corporation (hereinafter sometimes referred to as the "Merger") has a valid business purpose, is advisable, and is in the best interests of each of the Constituent Companies, and by resolutions duly adopted, have executed and approved this Plan of Merger in the manner and upon the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the laws of the State of Delaware and the Commonwealth of Pennsylvania.

### **NOW THEREFORE**

In consideration of the foregoing premises and the material promises, agreements and covenants contained herein, and for the purpose of effecting the Merger upon the terms and conditions set forth herein, each of the Constituent Companies, intending to be legally bound, agrees as follows:

1. **Merger.** Upon compliance with the applicable provisions of the laws of the Commonwealth of Pennsylvania and the State of Delaware, on the Effective Date (as defined herein), LLC shall be merged with and into Corporation, which corporation shall be the surviving corporation of the Merger (hereinafter sometimes referred to as the "Surviving Corporation") and shall continue to exist and to be governed by the laws of the Commonwealth of Pennsylvania. The separate existence of LLC shall thereupon cease.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 11/17/2000  
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2. **Certificate of Incorporation of the Surviving Corporation.** The Amended and Restated Articles of Incorporation of Corporation, in effect as of and on the Effective Date, shall remain the Certificate of Incorporation of the Surviving Corporation, until amended as provided by applicable law.

3. **Bylaws of the Surviving Corporation.** The Bylaws of Corporation, in effect as of and on the Effective Date, shall remain the Bylaws of the Surviving Corporation until amended as provided by applicable law.

4. **Directors and Officers of the Surviving Corporation.** The directors of Corporation in office on and as of the Effective Date, shall remain the directors of the Surviving Corporation and shall retain their respective positions until the end of the respective terms for which they were elected, subject to removal, resignation, or such other change as may otherwise occur. The officers of Corporation shall be the officers of the Surviving Corporation and shall retain their respective positions. If on the Effective Date a vacancy shall exist in any directorship or office of the Surviving Corporation, such vacancy shall thereafter be filled in the manner provided by the Bylaws of the Surviving Corporation and applicable law.

5. **Effective Date and Time.** The "Effective Date" of the Merger shall be as of 11:59 P.M. Eastern Time, on November 17, 2000, or immediately upon filing with the Secretary of the Commonwealth of Pennsylvania, whichever occurs first.

6. **State Filings.** The proper officers or members of the Constituent Companies shall make and execute, under the corporate seals of the respective Constituent Companies, whatever certificates and documents are required by the respective authorities, the Commonwealth of Pennsylvania or the State of Delaware, to effect the Merger and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the Commonwealth of Pennsylvania or the State of Delaware, which may be necessary and proper to effect the Merger.

7. **Effect on Stock/Membership Interests.** Each issued and outstanding membership interest unit of LLC shall, upon the Effective Date of the merger, be canceled. Each share of Corporation's Class A Common Stock and Class B Non-voting Common Stock issued and outstanding prior to the Effective Date shall represent the right to receive 1 validly issued, fully paid share of Surviving Corporation's Class A Common Stock and Class B Non-voting Common Stock, respectively, after the Effective Date.

8. **Termination or Modification of Merger.**

a) This Plan of Merger may be terminated and abandoned by the Board of Directors or Members of either of the Constituent Companies at any time prior to the Effective Date notwithstanding approval of the Plan of Merger by the shareholders and members of each Constituent Company. In the event of such termination and abandonment, this Plan of Merger shall be void and have no effect, without any liability on part of either of the Constituent Companies, their shareholders, directors, officers, or members.

b) Upon the authorization of the Board of Directors or the members of either of the Constituent Companies, at any time prior to the Effective Date, notwithstanding approval of the Plan of Merger by the shareholders and members of each Constituent Company, this Plan of Merger may be modified and amended in any manner which may be necessary or appropriate to conform it to the requirements of the laws of the Commonwealth of Pennsylvania or the State of Delaware.

9. **Effect of Merger.** On the Effective Date of the Merger:

a) The separate existence of LLC shall cease and Corporation shall continue to exist as Surviving Corporation.

b) The Surviving Corporation shall succeed to and possess all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and

franchises, and shall be subject to all of the obligations, restrictions and liabilities of LLC, all without further act or deed, and all as more fully set forth under the Pennsylvania Business Corporation Law of 1988, as amended.

10. **Further Assurances.** If at any time after the Effective Date, Surviving Corporation shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to Surviving Corporation full title to and possession of all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises of LLC, then the officers and directors of Surviving Corporation, or at their request the persons who were officers and directors of Corporation immediately prior to the Effective Date, as such officers and directors, shall have the authority to and shall take all such actions and execute and deliver all such instruments as Surviving Corporation may so determine to be necessary or desirable.

11. **Delaware Compliance.**

a) A copy of the Plan of Merger is on file at Surviving Corporation's place of business located at: One Ellen Avenue, Lititz, PA 17543. A copy of the Plan of Merger will be furnished by the Surviving Corporation on request and without cost, to any member of the LLC or shareholder of the Corporation.

b) Surviving Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of LLC, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is:


Attn: Troy A Clair  
c/o Clair Acquisition Corp.  
One Ellen Avenue  
Lititz, Pennsylvania 17543

IN WITNESS WHEREOF, each of the undersigned Companies has caused this Plan of Merger to be signed by a duly authorized officer on the date first written above.

Dated: As of this 17<sup>th</sup> day of November, 2000.


**CLAIR ACQUISITION CORP.**

By:   
Troy A. Clair, Vice President

Attest:   
Gregory W. Hall, Secretary

**CLEARSHO, LLC**

By: CLAIR ACQUISITION CORP., its Sole Member

By:   
Troy A. Clair, Vice President



# BLANK ROME COMISKY & McCAULEY LLP

Commissioner of Patents and Trademarks

December 8, 2000

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Enclosed please a check for \$190.00 to cover the requisite filing fee. Please charge any additional fees in connection with this recordation to our Deposit Account Number 02-2555.

Should any questions arise concerning the recordation of this document or assignment of these marks, kindly contact the undersigned at (215) 569-5348. Please send all correspondence and the original document stamped with reel and frame numbers to the following address:

Christopher M. Turk, Esquire  
BLANK ROME COMISKY & McCAULEY LLP  
One Logan Square  
Philadelphia, PA 19103-6998

Sincerely yours,



CHRISTOPHER M. TURK

CMT/jwb

Enclosures

cc: Samuel H. Becker, Esquire

Timothy D. Pecsénye, Esquire

I:\Clients\Showco, Inc\merger recordation.cover letter.120800.wpd024285-00103

## CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments/Fee, Washington, D.C. 20231, via first class mail, postage prepaid on December 8, 2000.



John W. Bramlette