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

01-16-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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RECORDATION FORM COVER SHEET  
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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  
06241994
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name World Class Aviation Inc. Execution Date  
Month Day Year  
06241994

Formerly \_\_\_\_\_

1740379

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

Receiving Party

Mark if additional names of receiving parties attached

Name World Class Aviation of Georgia, Inc.

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

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

Address (line 1) 1130 Dividend Court

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

Address (line 3) Peachtree City

Georgia

State/Country

30269

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

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 Georgia

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:  
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REEL: 002211 FRAME: 0237

**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="1740379"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Jennie S. Malloy

Name of Person Signing

Signature

1-2-2001

Date Signed

# Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

DOCKET NUMBER : 002870074  
CONTROL NUMBER : K412073  
DATE INC/AUTH/FILED: 05/10/1994  
JURISDICTION : GEORGIA  
PRINT DATE : 10/13/2000  
FORM NUMBER : 215

MALLOY & MALLOY, P.A.  
2800 S.W. THIRD AVENUE  
HISTORIC CORAL WAY  
MIAMI, FL 33129

## CERTIFIED COPY

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

**WORLD CLASS AVIATION, INC.  
A DOMESTIC PROFIT CORPORATION**

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the date set forth above its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



A handwritten signature in black ink, appearing to read 'Cathy Cox', is written over a faint, larger version of the same signature.

Cathy Cox  
Secretary of State

**TRADEMARK**  
**REEL: 002211 FRAME: 0239**

Secretary of State  
Business Services and Regulation

Suite 315, West Tower

2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 941780018  
CONTROL NUMBER: 9412073  
EFFECTIVE DATE: 06/24/1994  
REFERENCE : 0045  
PRINT DATE : 07/18/1994  
FORM NUMBER : 412

LAURA R. CHAMPION  
SCHREEDER, WHEELER & FLINT  
127 PEACHTREE STREET, N.E.  
SIXTEENTH FLOOR  
ATLANTA, GEORGIA 30303-1845

CERTIFICATE OF MERGER

I, MAX CLELAND, Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Georgia Law certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of said filing.

Surviving Corporation:  
WORLD CLASS AVIATION OF GEORGIA, INC., a Georgia corporation

Changing its Name to:  
WORLD CLASS AVIATION, INC.

Nonsurviving Corporation(s):  
WORLD CLASS AVIATION, INC., a Florida corporation



SECURITIES  
656-2894

CEMETERIES  
656-3079

CORPORATIONS  
656-2817

CORPORATIONS HOT-LINE  
404-656-2222  
Outside Metro-Atlanta

*Max Cleland*  
MAX CLELAND  
SECRETARY OF STATE

*Verley J. Spivey*  
VERLEY J. SPIVEY  
DEPUTY SECRETARY OF STATE

941780018  
\$20

ARTICLES OF MERGER OF  
WORLD CLASS AVIATION, INC.,  
AND WORLD CLASS AVIATION OF GEORGIA, INC.

I.

The Agreement and Plan of Merger attached hereto as Exhibit "A" and incorporated by reference herein was duly approved by the Board of Directors of WORLD CLASS AVIATION, INC., a Florida corporation ("WCA"), and WORLD CLASS AVIATION OF GEORGIA, INC., a Georgia corporation ("WCAG").

II.

The name of the surviving corporation is WORLD CLASS AVIATION, INC., a Georgia corporation.

III.

The Agreement and Plan of Merger was duly approved by the written consent of the sole shareholders of WCA and WCAG and the sole directors of WCA and WCAG, on May 1, 1994.

IV.

Pursuant to the Agreement and Plan of Merger, the merger of WCA and WCAG shall be effective on the date on which these Articles of Merger are filed by the Secretary of State of Georgia.

WORLD CLASS AVIATION, INC.  
a Florida corporation

By: [Signature]  
Mark W. Jones, President

Attest: [Signature]  
Norma Jones  
Asst. Secretary

[CORPORATE SEAL]

WORLD CLASS AVIATION OF GEORGIA, INC., a Georgia corporation

By: [Signature]  
Mark W. Jones, President

Attest: [Signature]  
Norma Jones  
Asst. Secretary

[CORPORATE SEAL]

SECRETARY OF STATE

JUL 14 3 05 PM '94

BSR (3)

JUN 24 3 08 PM '94

SECRETARY OF STATE

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# EXHIBIT A

## AGREEMENT AND PLAN OF MERGER OF WORLD CLASS AVIATION, INC. WITH AND INTO WORLD CLASS AVIATION OF GEORGIA, INC.

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 15<sup>th</sup> day of May, 1994, by and between WORLD CLASS AVIATION, INC., a Florida corporation ("WCA"), and WORLD CLASS AVIATION OF GEORGIA, INC., a Georgia corporation ("WCAG") (WCA and WCAG being hereinafter sometimes collectively referred to as the "Constituent Corporations").

### W I T N E S S E T H:

WHEREAS, WCA is a corporation organized under the laws of the State of Florida with its principal office located at 1130 Dividend Court, Peachtree City, Georgia 30269, County of Fayette, and with its registered office located in the City of Tamarac, County of Broward, State of Florida; and

WHEREAS, WCA has authorized capital stock consisting of Five Hundred (500) shares of common stock, \$1.00 par value (referred to as "WCA Stock"), of which 500 shares are issued and outstanding; and

WHEREAS, WCAG is a corporation organized under the laws of the State of Georgia with its principal office therein located at 1130 Dividend Court, Peachtree City, Georgia 30269, County of Fayette; and

WHEREAS, WCAG has authorized capital stock consisting of one thousand (1,000) shares of common stock, no par value (referred to as "WCAG Stock"), of which 500 shares are issued and outstanding; and

WHEREAS, the laws of the State of Georgia and the State of Florida permit a merger of the Constituent Corporations; and

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that the merger of WCA with and into WCAG on the terms and conditions hereinafter set forth is advisable, and by resolutions duly adopted have adopted the terms and conditions of this Agreement and directed that the proposed merger be submitted to the shareholders of WCA for their approval

and has recommended to such shareholders approval of the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code (the "Georgia Code") and the Florida Business Corporation Act (the "Florida Act"), that WCA shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into WCAG (WCAG subsequent to such merger being hereinafter sometimes referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "WORLD CLASS AVIATION, INC.", and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, and the manner of converting shares are and shall be as follows:

## SECTION I

### MERGER

1.1 WCA and WCAG shall each obtain the approval of their respective shareholders and Board of Directors to the merger prior to effecting the merger.

1.2 The Articles of Merger required by § 14-2-1105 of the Georgia Code shall be executed and filed with the Secretary of State of the State of Georgia in accordance with such section, and the Articles of Merger required by Section 607.1105 of the Florida Act shall be executed and filed with the Department of State of the State of Florida in accordance with such Section of the Florida Act.

1.3 On the Effective Date, WCA shall be merged with and into WCAG, and WCAG shall continue in existence and the merger shall in all respects have the affect provided for in Section 14-2-1106 of the Georgia Code and Section 607.1106 of the Florida Act.

1.4 Without limiting the foregoing, on and after the Effective Date, the separate existence of WCA shall cease, and it shall be merged with and into WCAG. In accordance with the terms of this Agreement, the title to all real estate, assets and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.5 Prior to and from and after the Effective Date, the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of WCA, the last acting officers of WCA, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

## SECTION II

### TERMS OF TRANSACTION

2.1 Upon the Effective Date, each share of WCA Stock issued and outstanding immediately prior to the Effective Date and held by the shareholders shall, by virtue of the merger and without any actions on the part of the holders thereof, thereupon be converted into one (1) fully paid and nonassessable share of WCAG Stock no par value, subject to the provisions of Section 2.2 below.

2.2 After the Effective Date of the Merger, each holder of an outstanding certificate(s) which immediately prior thereto represented shares of either of the Constituent Corporations will, upon surrender of such certificate(s) be entitled to a certificate(s) representing the number of shares of stock of the Surviving Corporation into which the aggregate number of shares of WCA Stock or WCAG Stock previously represented by such certificate(s) surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

## SECTION III

### DIRECTORS AND OFFICERS

3.1 The Board of Directors of the Surviving Corporation from the Effective Date shall consist of Mark Jones who shall serve until his successor(s) are duly elected and qualified:

3.2 The Officers of the Surviving Corporation from the Effective Date shall consist of the following individuals, who shall serve in their respective offices until their successors are duly elected and qualified:

President--Mark W. Jones  
Secretary--Mark W. Jones  
Treasurer--Mark W. Jones  
Asst. Sec--Norma Jones



#### SECTION IV

##### GOVERNING LAW

The Surviving Corporation shall be governed by the laws of the State of Georgia.

#### SECTION V

##### DESIGNATION OF AGENT FOR SERVICE

As of the Effective Date, the Surviving Corporation hereby irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any action, or proceeding for the enforcement of any obligations of WCA for which the Surviving Corporation is liable under the Florida Act, this Agreement, or the laws of the State of Florida, or any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any dissenting stockholder to the merger.

#### SECTION VI

##### ARTICLES OF INCORPORATION AND BYLAWS

6.1 From and after the Effective Date, the Articles of Incorporation of WCAG, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

6.2 From and after the Effective Date, the Bylaws of WCAG, in effect at such date, shall be the Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

#### SECTION VII

##### SHAREHOLDER APPROVAL, EFFECTIVENESS OF MERGER

This Agreement shall be submitted for approval to the shareholders of WCAG and WCA in accordance with the Georgia Code and the Florida Act, respectively. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to Section VIII hereof, this Agreement shall be executed, and this Agreement, and Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Georgia and State of Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and

things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Articles of Merger incorporating this Agreement is filed by the Secretary of State of Georgia (said date is herein referred to as the "Effective Date").

#### SECTION VIII

##### TERMINATION

At any time prior to the filing of the Articles of Merger by the Secretary of State of Georgia, the Board of Directors of WCA or WCAG may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of such corporations or earlier approval by the Board of Directors of such corporations.

#### SECTION IX

##### MISCELLANEOUS

9.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

9.2 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date first written above.

WORLD CLASS AVIATION, INC.  
a Florida corporation

By: \_\_\_\_\_

Mark [Signature]  
President

Attest: \_\_\_\_\_

Norma Jones  
Asst. Secretary

[CORPORATE SEAL]

MS 1512

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WORLD CLASS AVIATION OF GEORGIA,  
INC., a Georgia corporation

By: ~~Mark W. Jones~~  
President


Attest: *Norma Jones*  
Norma Jones  
Secretary

[CORPORATE SEAL]

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CERTIFICATE

The undersigned, being an officer of WORLD CLASS AVIATION OF GEORGIA, INC., a Georgia corporation, hereby certifies to the Secretary of State that a request for publication of a notice of intent to file the articles of merger of World Class Aviation, Inc. with and into World Class Aviation of Georgia, Inc., and payment therefor, have been made to the Fayette County News, as required pursuant to O.C.G.A. § 14-2-1105.1(b).

  
\_\_\_\_\_  
MARK W. [unclear]  
President of World Class Aviation of  
Georgia, Inc., a Georgia corporation

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RECORDED: 01/04/2001

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