

02-05-2001



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TRADEMARKS ONLY

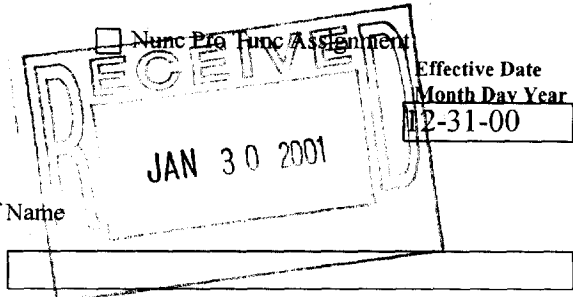
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission Document ID# (Non-Recordation)
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other



Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City 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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

02/02/2001 GTOM11 00000159 1475008 Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
01 FC:481 40.00 OP
02 FE:482 25.00 OP

TRADEMARK
REEL: 002229 FRAME: 0087

Domestic Representative Name and Address

Enter for the first Receiving Party Only.

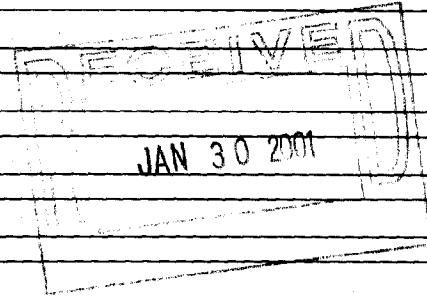
Name

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="1,475,008"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,481,286"/>	<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

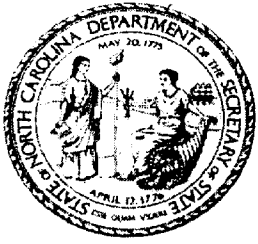
Statement and Signature

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 hereon.

Jerry W. Clark
Name of Person Signing

Jerry W. Clark
Signature

01-24-01
Date Signed



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

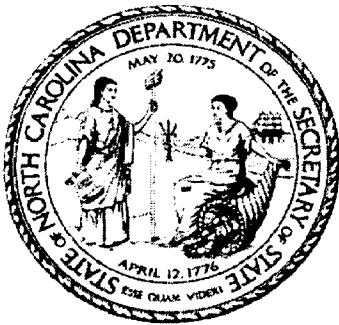
OF

MAINTENANCE SUPPLY COMPANY

INTO

MSC SHELL, LLC
WHICH CHANGED ITS NAME TO
MAINTENANCE SUPPLY COMPANY, LLC

the original of which was filed in this office on the 29th day of December, 2000.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 29th day of December, 2000

Elaine F. Marshall

Secretary of State

Document Id: 203649113

TRADEMARK
REEL: 002229 FRAME: 0089

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SOSID: 0575977
Date Filed: 12/29/2000 2:31 PM
Effective: 12/31/2000
Elaine F. Marshall
North Carolina Secretary of State

State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER
(Cross-entity Merger*)

Pursuant to North Carolina General Statute Sections 57C-9A-22 and 55-11-10(d), the undersigned surviving entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is MSC Shell, LLC, a limited liability company organized under the laws of North Carolina.
2. The address of the surviving entity is:

Street Address: 8000 Regency Parkway, Suite 285
Cary, North Carolina 27511
County: Wake
3. The name of the merged entity is Maintenance Supply Company, a corporation organized under the laws of North Carolina.
4. Attached is a copy of the Plan of Merger that was duly approved by each merging business entity or unincorporated entity in the manner required by law.
5. With respect to the surviving entity, the merger was approved by the unanimous consent of the members of the limited liability company.
6. With respect to the merged entity, shareholder approval was required for the merger, and the Plan of Merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
7. The merger is permitted by the law of the state or country governing the organization and internal affairs of each merging business entity.
8. Each business entity that is a party to the merger has complied or shall comply with the applicable laws of the state or country governing its organization and internal affairs.
9. These articles will be effective as of 11:59 p.m. on December 31, 2000.

PLAN OF MERGER

A. COMPANIES PARTICIPATING IN MERGER

MAINTENANCE SUPPLY COMPANY, a North Carolina corporation (the "Merging Company"), agrees that it shall merge into MSC SHELL, LLC, a North Carolina limited liability company (the "Surviving Company").

B. NAME OF SURVIVING COMPANY

After the merger, the Surviving Company shall have the name "Maintenance Supply Company, LLC."

The Surviving Company shall continue to be governed by the laws of the State of North Carolina, and the registered office of the Surviving Company shall be:

CT Corporation System
225 Hillsborough Street
Raleigh, North Carolina 27603
Wake County

The principal office of the Surviving Company shall be:

Maintenance Supply Company, LLC
8000 Regency Parkway, Suite 285
Cary, North Carolina 27511
Wake County

C. MERGER

Pursuant to the terms and conditions of this Plan of Merger, the Merging Company shall merge into the Surviving Company. Upon the merger becoming effective, the corporate existence of the Merging Company will cease and the existence of the Surviving Company will continue. The title to all real estate and other property owned by the Merging Company will be vested in the Surviving Company without reversion or impairment. The Surviving Company will have all liabilities of the Merging Company. The merger shall become effective as of 11:59 p.m. on December 31, 2000 (the "Effective Date").

On the Effective Date, the Articles of Organization of the Surviving Company shall become and shall thereafter continue to be the Articles of Organization of the Surviving Company until and unless amended as provided by law. The Operating Agreement of the Surviving Company in effect as of the Effective Date shall continue to be the Operating Agreement of the Surviving Company until changed as therein provided.

The managers of the Surviving Company, as of the Effective Date, shall be the managers of the Surviving Company until their respective successors are duly elected and qualified in the manner provided in the Operating Agreement of the Surviving Company and applicable law, or until their resignation or removal.

D. CONVERSION OF INTERESTS

1. Corporation Shares. As of the Effective Date, each outstanding share of common stock of the Merging Company shall be cancelled and converted into one membership unit of the Surviving Company. Following the Effective Date, the shares of the Merging Company shall no longer be deemed to be outstanding and all rights with respect to such shares, except for the right to receive membership units of the Surviving Company, shall immediately cease and terminate.


2. Company Interests. As of the Effective date, the outstanding interests of the Surviving Company will not be converted, exchanged or altered in any manner as a result of the merger and will remain outstanding interests of the Surviving Company.

After approval of this Plan of Merger by the shareholders of the Merging Company, and at any time prior to the merger becoming effective, the managers of the Surviving Company may, in its discretion, abandon the merger.

This the 28th day of December, 2000.

MSC SHELL, LLC,
a North Carolina limited liability company

By: AmSan, Inc., a Delaware corporation,
its sole member and manager

By: 

Michael E. McDevitt
Senior Vice President