



To the Honorable Commission

attached original documents or copy thereof.

1. Name of conveying party(ies):

Turner Electric Corporation

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State (Illinois)
 Other _____

2. Name and address of receiving party(ies)

Name: Turner Electric, LLC JAN 29 2001

Internal Address: _____

Street Address: 9510 St. Clair Avenue
P.O. Box 3158

City: Fairview Heights State: Illinois Zip: 62208

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

3. Nature of Conveyance: 1-29-01

Assignment Merger
 Security Agreement Change of Name
 Other Agreement and Plan of Merger

Execution Date: July 23, 1999

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company (Delaware)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark No.(s)

0883222

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

Name: Stephen R. Matthews

Internal Address: Haverstock, Garrett & Roberts LLP

Street Address: 611 Olive Street, Suite 1610

City: St. Louis State: Missouri Zip: 63101

6. Total number of applications and registrations involved: _____

7. Total Fee (37 CFR 3.41) \$ 40.00

Enclosed

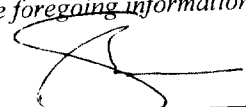
Authorized to be charged to deposit account

8. Deposit Account number: 08-1280
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

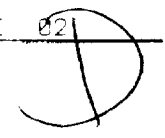
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9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen R. Matthews  1/29/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [4]

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



BOOK 3378 PAGE 750

AGREEMENT AND PLAN OF MERGER
OF
TURNER ELECTRIC CORPORATION
 (an Illinois corporation)
AND
TURNER ELECTRIC, LLC
 (a Delaware limited liability company)

AGREEMENT AND PLAN OF MERGER, approved on July 23, 1999 by TURNER ELECTRIC CORPORATION, a business corporation of the State of Illinois (the "Corporation"), and by resolution adopted by its Board of Directors on said date, and approved on July 23, 1999 by TURNER ELECTRIC, LLC, a limited liability company of the State of Delaware (the "LLC"), and in accordance with its Limited Liability Company Agreement on said date.

WHEREAS, the Corporation and the LLC (the "Constituent Companies"), and the Board of Directors of the Corporation and the sole member of the LLC declare it advisable and to the advantage, welfare, and best interests of the Corporation, the LLC, the Corporation's sole shareholder and the LLC's sole member to merge the Corporation with and into the LLC pursuant to the provisions of the laws of the State of Delaware upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by resolution adopted by the Board of Directors of the Corporation and duly approved by the sole member of the LLC, the Agreement and Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement and Plan set forth.

1. Pursuant to the provisions of the laws of the States of Delaware and Illinois, the Corporation will be merged with and into the LLC, which shall be the surviving company (the "Surviving Company") from and after the effective date of the merger, and which shall continue to exist as said Surviving Company under its present name and under the laws of the State of Delaware.

The separate existence of the Corporation (the "Terminating Corporation"), shall cease at the effective date of the merger set forth below.

2. The Limited Liability Company Agreement of the Surviving Company, as now in force and effect, shall continue to be the Limited Liability Company Agreement of said Surviving Company and said Limited Liability Company Agreement shall continue in full force and effect until amended and changed.

3. The effective date of this Agreement and Plan of Merger, and the time when the merger herein agreed upon will become effective, will be the close of business on August 31, 1999 (the "Effective Date").

4. On the Effective Date, the Surviving Company shall possess all property, interest, assets, rights, privileges, immunities, powers, trade names, purposes, franchises and authority and be subject to all restrictions, disabilities and duties of each of the Constituent Companies and all of the property, interest, assets, rights, privileges, immunities, powers, trade names, purposes, franchises and authority of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to each of the Constituent Companies in whatever account, and all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Company as they were of each of the Constituent Companies and the title to any real estate preserved unimpaired, and all debts, liabilities, duties, obligations and penalties of each of the Constituent Companies shall thenceforth attach to the Surviving Company as if said debts, liabilities, duties, obligations and penalties had been incurred or contracted by the Surviving Company.

5. From time to time, as and when requested by the Surviving Company, the officers and directors of each of the Constituent Companies in office on the Effective Date shall execute and deliver such deeds and other instruments of transfer and shall take or cause to be taken such further or other actions as shall be reasonably necessary in order to vest or perfect in or confirm of record or otherwise in the Surviving Company title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, trade names, purposes, franchises and authority of such Constituent Companies and otherwise to carry out the purpose of this Agreement.

6. On the Effective Date, each issued share of the Terminating Corporation shall be canceled and retired without consideration. The shares of the Terminating Corporation and the membership interests of the Surviving Company are owned by the same individuals or entities.

7. The Terminating Corporation and the Surviving Company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the States of Delaware and Illinois, and that they will cause to be performed all necessary acts within the States of Delaware and Illinois and elsewhere to effectuate the merger herein provided for.

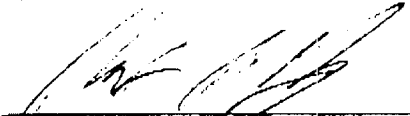
8. The Board of Directors and the proper officers of the Terminating Corporation and the members and officers of the Surviving Company are hereby authorized, empowered, and directed to do any and all other acts and things, and to make, execute, deliver, file, and record any and other all instruments, 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 and Plan of Merger or of the merger herein provided for.

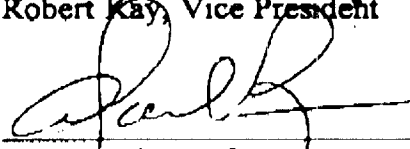
BOOK 3378 PAGE 752

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby signed upon behalf of each of the parties thereto.

Dated: July 23, 1999

TURNER ELECTRIC CORPORATION

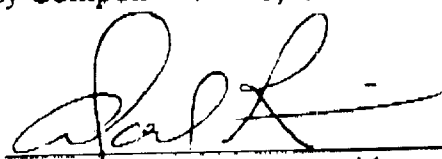
By: 
Robert Kay, Vice President

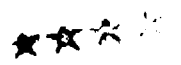
attested to: By: 
Alan L. Rivera, Secretary

Dated: July 23, 1999

TURNER ELECTRIC, LLC

By: Key Components LLC, its sole member

By: 
Alan L. Rivera, Vice President



BOOK 3378 PAGE 750

AGREEMENT AND PLAN OF MERGER
OF
TURNER ELECTRIC CORPORATION
(an Illinois corporation)
AND
TURNER ELECTRIC, LLC
(a Delaware limited liability company)

AGREEMENT AND PLAN OF MERGER, approved on July 23, 1999 by TURNER ELECTRIC CORPORATION, a business corporation of the State of Illinois (the "Corporation"), and by resolution adopted by its Board of Directors on said date, and approved on July 23, 1999 by TURNER ELECTRIC, LLC, a limited liability company of the State of Delaware (the "LLC"), and in accordance with its Limited Liability Company Agreement on said date.

WHEREAS, the Corporation and the LLC (the "Constituent Companies"), and the Board of Directors of the Corporation and the sole member of the LLC declare it advisable and to the advantage, welfare, and best interests of the Corporation, the LLC, the Corporation's sole shareholder and the LLC's sole member to merge the Corporation with and into the LLC pursuant to the provisions of the laws of the State of Delaware upon the terms and conditions hereinafter set forth;

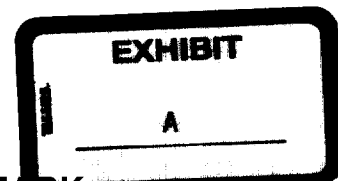
NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by resolution adopted by the Board of Directors of the Corporation and duly approved by the sole member of the LLC, the Agreement and Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement and Plan set forth.

1. Pursuant to the provisions of the laws of the States of Delaware and Illinois, the Corporation will be merged with and into the LLC, which shall be the surviving company (the "Surviving Company") from and after the effective date of the merger, and which shall continue to exist as said Surviving Company under its present name and under the laws of the State of Delaware.

The separate existence of the Corporation (the "Terminating Corporation"), shall cease at the effective date of the merger set forth below.

2. The Limited Liability Company Agreement of the Surviving Company, as now in force and effect, shall continue to be the Limited Liability Company Agreement of said Surviving Company and said Limited Liability Company Agreement shall continue in full force and effect until amended and changed.

1723371



TRADEMARK
REEL: 002236 FRAME: 0729

3. The effective date of this Agreement and Plan of Merger, and the time when the merger herein agreed upon will become effective, will be the close of business on August 31, 1999 (the "Effective Date").

4. On the Effective Date, the Surviving Company shall possess all property, interest, assets, rights, privileges, immunities, powers, trade names, purposes, franchises and authority and be subject to all restrictions, disabilities and duties of each of the Constituent Companies and all of the property, interest, assets, rights, privileges, immunities, powers, trade names, purposes, franchises and authority of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to each of the Constituent Companies in whatever account, and all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Company as they were of each of the Constituent Companies and the title to any real estate preserved unimpaired, and all debts, liabilities, duties, obligations and penalties of each of the Constituent Companies shall thenceforth attach to the Surviving Company as if said debts, liabilities, duties, obligations and penalties had been incurred or contracted by the Surviving Company.

5. From time to time, as and when requested by the Surviving Company, the officers and directors of each of the Constituent Companies in office on the Effective Date shall execute and deliver such deeds and other instruments of transfer and shall take or cause to be taken such further or other actions as shall be reasonably necessary in order to vest or perfect in or confirm of record or otherwise in the Surviving Company title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, trade names, purposes, franchises and authority of such Constituent Companies and otherwise to carry out the purpose of this Agreement.

6. On the Effective Date, each issued share of the Terminating Corporation shall be canceled and retired without consideration. The shares of the Terminating Corporation and the membership interests of the Surviving Company are owned by the same individuals or entities.

7. The Terminating Corporation and the Surviving Company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the States of Delaware and Illinois, and that they will cause to be performed all necessary acts within the States of Delaware and Illinois and elsewhere to effectuate the merger herein provided for.

8. The Board of Directors and the proper officers of the Terminating Corporation and the members and officers of the Surviving Company are hereby authorized, empowered, and directed to do any and all other acts and things, and to make, execute, deliver, file, and record any and other 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 and Plan of Merger or of the merger herein provided for.

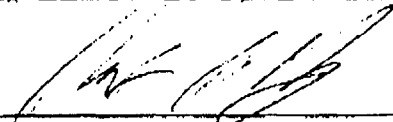
30673378 PAGE 752

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby signed upon behalf of each of the parties thereto.

Dated: July 23, 1999

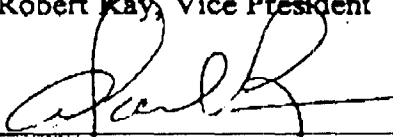
TURNER ELECTRIC CORPORATION

By:


Robert Kay, Vice President

attested to:

By:


Alan L. Rivera, Secretary

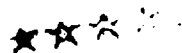
Dated: July 23, 1999

TURNER ELECTRIC, LLC

By: Key Components LLC, its sole member

By:


Alan L. Rivera, Vice President

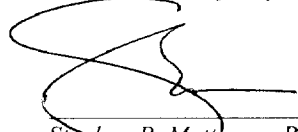


BUR 6400
Trademarks

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

CERTIFICATE OF MAILING

I certify that this RESPONSE TO REFUSAL TO ACCEPT APPLICATION FOR RENEWAL OF TRADEMARK REGISTRATION, along with any document indicated as being enclosed, is being deposited with the United States Postal Service as Express Mail Post Office To Addressee under Mailing Label No. EL 726232916 US, in an envelope addressed to: Box Post Reg Fee, Assistant Commissioner for Trademarks, Attention: Vicky Copeland, 2900 Crystal Drive, Arlington, VA 22202-3513 on January 29, 2001.



Stephen R. Matthews, Reg. No. 34,384
611 Olive Street, Suite 1610
St. Louis, Missouri 63101



01-29-2001
U.S. Patent & TMO/TM Mail Rcpt Dt. #58

Registrant: Turner Electric, LLC
Mark: TECO RUPTER
Registration No.: 883,222
Registration Date: December 30, 1989
International Class: 9

Mailing Date of Action: August 1, 2000

Box POST REG FEE
Assistant Commissioner for Trademarks
Attention: Vicky Copeland
2900 Crystal Drive
Arlington, VA 22202-3513

**RESPONSE TO REFUSAL TO ACCEPT APPLICATION
FOR RENEWAL OF TRADEMARK REGISTRATION**

Dear Sir:

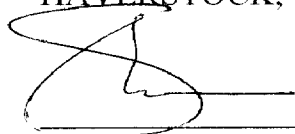
Registrant, by the undersigned, hereby responds to the Patent and Trademark Office refusal to accept the Application for Renewal of Trademark Registration filed by Registrant in connection with the above-referenced Registration. This refusal was made in an Office Action dated August 1, 2000.

EXPRESS MAIL CERTIFICATE NO.: EL 72623916 US

In support of Registrant's Application for Renewal of Trademark Registration, Registrant submits herewith a Declaration of Alan L. Rivera regarding the intent of the agreement and plan of Merger of Turner Electric Corporation and Turner Electric, LLC; Exhibit A; a Recordation form cover sheet; a copy of the Agreement and Plan of Merger of Turner Electric Corporation and Turner Electric, LLC and a Request for Reconsideration.

Respectfully submitted,

HAYERSTOCK, GARRETT & ROBERTS LLP



Stephen R. Matthews
Attorney for Registrant
611 Olive Street, Suite 1610
St. Louis, Missouri 63101

1/29/01

Date

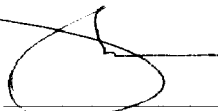
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Trademarks

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

CERTIFICATE OF MAILING

I certify that this REQUEST FOR RECONSIDERATION OF REFUSAL TO ACCEPT APPLICATION FOR RENEWAL OF TRADEMARK REGISTRATION, along with any document indicated as being enclosed, is being deposited with the United States Postal Service as Express Mail Post Office To Addressee under Mailing Label No. EL 726232916 US, in an envelope addressed to: Box Post Reg Fee, Assistant Commissioner for Trademarks, Attention: Vicky Copeland, 2900 Crystal Drive, Arlington, VA 22202-3513 on January 29, 2001.



Stephen R. Matthews, Reg. No. 34,384
611 Olive Street, Suite 1610
St. Louis, Missouri 63101

Registrant: Turner Electric, LLC
Mark: TECO RUPTER
Registration No.: 883,222
Registration Date: December 30, 1989
International Class: 9

Examining Attorney and Law Office:

Box POST REG FEE
Assistant Commissioner for Trademarks
Attention: Vicky Copeland
2900 Crystal Drive
Arlington, VA 22202-3513

**REQUEST FOR RECONSIDERATION OF REFUSAL
TO ACCEPT APPLICATION
FOR RENEWAL OF TRADEMARK REGISTRATION**

Dear Sir:

Registrant, by the undersigned, hereby requests that the Examining Attorney reconsider the refusal to accept Registrant's Application for Renewal. Acceptance was refused by an Office Action dated August 1, 2000. The basis for this refusal was as follows: It was unclear whether the party who filed the §8 Affidavit is the current owner as required by 15 U.S.C. §1058.

Registrant respectfully submits that its Application should be accepted for the following reason(s): Turner Electric, LLC became the owner of the mark as of July 23, 1999 per the enclosed document entitled Agreement and Plan of Merger of Turner Electric and Turner Electric, LLC. This Plan of Merger was executed by both Turner Electric Corporation and Turner Electric, LLC on July 23, 1999. As explained in the attached Declaration of Alan Rivera, it was the intent and understanding of Turner Electric Corporation and Turner Electric, LLC that the execution of this Plan of Merger would effect a transfer and assignment to Turner Electric, LLC of all rights, title and interest in the trademark TECO RUPTER and associated goodwill of Turner Electric Corporation.

Registrant has enclosed a Recordation Form Cover Sheet and a copy of the executed Agreement, and Plan of Merger to be recorded by the U.S. Patent and Trademark Office.

In view of the foregoing, Registrant submits that the previously-filed Application for Renewal should be accepted pursuant to Section 9 of the Lanham Act.

Respectfully submitted,

HAVERSTOCK, GARRETT & ROBERTS LLP



Stephen R. Matthews
Attorney for Registrant
611 Olive Street, Suite 1610
St. Louis, Missouri 63101
(314) 241-4427

1/29/01
Date

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Trademarks

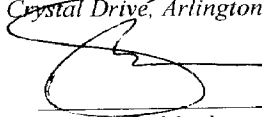
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: TECO RUPTER
Registration No.: 883,222
Registration Date: December 30, 1989

Box Post Reg Fee
Assistant Commissioner for Trademarks
Attention: Vicky Copeland
2900 Crystal Drive
Arlington, VA 22202-3513

CERTIFICATE OF MAILING

I certify that this DECLARATION OF ALAN L. RIVERA REGARDING THE INTENT OF THE AGREEMENT AND PLAN OF MERGER OF TURNER ELECTRIC CORPORATION AND TURNER ELECTRIC, LLC, along with any document indicated as being enclosed, is being deposited with the United States Postal Service as Express Mail Post Office To Addressee under Mailing Label No. EL 726232916 US, in an envelope addressed to: Box Post Reg Fee, Assistant Commissioner for Trademarks, Attention: Vicky Copeland, 2900 Crystal Drive, Arlington, VA 22202-3513 on January 29, 2001.



Stephen R. Matthews, Reg. No. 34,384
611 Olive Street, Suite 1610
St. Louis, Missouri 63101

**DECLARATION OF ALAN L. RIVERA REGARDING THE INTENT OF THE
AGREEMENT AND PLAN OF MERGER OF TURNER ELECTRIC CORPORATION
AND TURNER ELECTRIC, LLC**

I, ALAN L. RIVERA, hereby state as follows:

1. I am Vice President and Secretary of Turner Electric, LLC, which was organized under the laws of the state of Delaware on July 19, 1999.
2. I was Secretary of Turner Electric Corporation prior to said corporation's merger with Turner Electric, LLC. Turner Electric Corporation was a corporation organized under the laws of the state of Illinois.
3. An Agreement and Plan of Merger (hereinafter referred to as the Plan of Merger) was executed July 23, 1999 on behalf of Turner Electric Corporation by Robert Kay, Vice President of Turner Electric Corporation, and attested to by myself as Secretary for Turner Electric Corporation; and on behalf of Turner Electric, LLC by myself as Vice President of Turner

EXPRESS MAIL CERTIFICATE NO.: EL 72623916 US

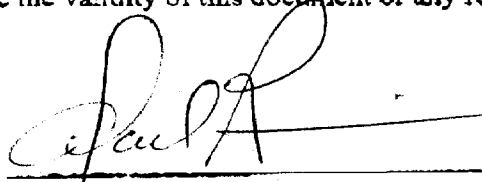
Electric, LLC. This is the document referred to as "The Plan of Merger" in the Articles of Merger also executed on July 23, 1999. (See attached Exhibit A)

4. Paragraph 4 on page 2 of the Plan of Merger reads as follows: "On the Effective Date, the Surviving Company shall possess all property, interest, assets, rights, privileges, immunities, powers, trade names, purposes, franchises and authority..." (See attached Exhibit A, Paragraph 4, page 2)

5. In my joint roles as Secretary of Turner Electric Corporation and Vice President and Secretary of Turner Electric, LLC, I can verify that it was the intent and understanding of both Turner Electric Corporation and Turner Electric, LLC that the execution of the Plan of Merger would effect a transfer and assignment to Turner Electric, LLC of all rights, title and interest in the trademarks and goodwill of Turner Electric Corporation.

The declarant further states that the above statements were made with the knowledge that willful false statements and the like so made are punishable by fine and/or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that any such willful false statement and the like may jeopardize the validity of this document or any renewal of registration resulting therefrom.

1/22/01
Date



Alan L. Rivera
Vice President
Turner Electric, LLC

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