

03-06-2001

Form PTO-1595
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2.22.01

101626677
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
JWC MANUFACTURING

Individual(s) Association
 General Partnership Partnership
 Corporation-State of California
 Other

Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies)?
JWC ENVIRONMENTAL
2600 South Garnsey
Santa Ana, CA 92707

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- State of California
 Other

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Names
 Other

Execution Date: **December 8, 2000**

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

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)
75/886,777	1,066,086
76/098,492	1,406,476
	1,512,366
	1,926,852
	2,145,347
	2,227,101

Additional numbers attached? Yes No

6. Total number of applications and registration involved: **8**

7. Total Fee (37 CFR 3.41): **\$215.00**
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
 Authorized to be charged to Deposit Account

8. Deposit Account No. 19-4880
(Attach dupl. copy of this page if paying by Deposit Account)

5. Name and address of party to whom correspondence concerning document should be mailed:
SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC
2100 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20037-3213

DO NOT WRITE IN 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.

Cynthia Clark 2/22/01
Name Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

OMB No. 0651-0011 (exp. 4/94)

03/05/2001 8TDM11 00000220 75866777
01 FC:481 40.00 OP
02 FC:482 175.00 OP

TRADEMARK
REEL: 002244 FRAME: 0865



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



DEC 14 2000

Bill Jones

Secretary of State

AGREEMENT OF MERGER OF

**EFFECTIVE
DATE
DEC 8 1 2000**

**JWC ENVIRONMENTAL,
a California corporation**

AND

**JWC MANUFACTURING,
a California corporation**

**ENDORSED-FILED
In the office of the Secretary of State
of the State of California**

DEC - 8 2000

BILL JONES, Secretary of State

This Agreement of Merger is entered into as of this 25th day of November, 2000, between JWC Environmental, a California corporation and JWC Manufacturing, a California corporation.

1A. JWC Environmental is a California corporation organized on December 20, 1989, and has 25,000 shares of Class A Common Stock and 50,000 shares of Class B Common Stock outstanding.

1B. JWC Manufacturing is a California corporation organized on May 7, 1973, and has 2,270,525 shares of Class A Common Stock and 65,175 shares of Class B Common Stock outstanding.

2. JWC Manufacturing shall be merged into JWC Environmental.

3. Upon such merger, each outstanding share of JWC Manufacturing, other than shares held by shareholders who perfect their rights as dissenting shareholders under California law, shall be converted to 0.0301034 shares of JWC Environmental Class B Common Stock.

4. Upon such merger, the outstanding shares of JWC Environmental shall remain outstanding and are not affected by the merger.

5. The Articles of Incorporation of JWC Environmental are not amended by the merger.

6. The conversion of JWC Manufacturing shares into JWC Environmental shares as provided by this Agreement shall occur automatically upon the effective date without action and by the holders thereof. Each holder of JWC Manufacturing shares thereupon shall surrender his share certificate or certificates to JWC Environmental and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares into which his shares theretofore represented by a certificate or certificates so surrendered shall have been converted as aforesaid.

7. Fractional shares shall not be issued and fractions of half or more shall be rounded to a whole share and fractions of less than half shall be disregarded, except that if the fraction of a share which any person would otherwise be entitled to receive is one-half of one percent or more of the total shares such persons would be entitled to receive, cash shall be paid for any such fraction in an amount proportionate to the fair value of a whole share as determined by the Board of Directors of JWC Environmental.

8. Notwithstanding that the conversion of shares pursuant to this Agreement is automatic at the effective date of the merger without action on the part of the shareholder, and that such automatic conversion is effective with respect to voting of shares, dividends shall not be paid on the converted shares until the surrender of certificates as provided in Paragraph 6, but the amount of such dividends shall be set aside. Upon such surrender of the certificate or certificates, the dividends thus set aside shall be paid without interest.

9. Upon such merger, the separate existence of JWC Manufacturing ceases and JWC Environmental shall succeed, without other transfer, to all the rights and property of JWC Manufacturing and shall be subject to all the debts and liabilities thereof in the same manner as if JWC Environmental itself had incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of JWC Manufacturing shall be limited to the property affected thereby immediately prior to the time the merger is effective.

10. After the merger becomes effective, JWC Manufacturing, through the persons who were its officers immediately prior to the merger, shall execute or cause to be executed such further assignments, assurances, or other documents as may be necessary or desirable to confirm title to properties, assets, and rights in JWC Environmental.

11. This Agreement is intended as a Plan of Reorganization within the meaning of §368 of the *Internal Revenue Code*.

12. The corporation parties to this Agreement are also parties to the Agreement of Reorganization. The two agreements are intended to be construed together in order to effectuate their purposes.

13. This Agreement may be terminated and the proposed merger abandoned at any time prior to the effective date of the merger, and whether before or after approval of this Agreement by the Board of Directors or Shareholders or either corporation, by mutual consent of the Board of Directors of the respective corporations.

14. The effective date of the merger is 12:00 midnight, December 31, 2000, or the date upon which a copy of this Agreement is filed with the Secretary of State of California, whichever is later.

IN WITNESS WHEREOF, the parties have executed this Agreement.

JWC ENVIRONMENTAL,
a California corporation

Dated: 11-20, 2000

By: 
JOSEPH W. CHAMBERS, JR., President

Dated: 11-20, 2000

By: 
STEVEN W. GLOMB, Assistant Secretary

JWC MANUFACTURING
a California corporation

Dated: 11-20, 2000

By: 
JOSEPH W. CHAMBERS, JR., President

Dated: 11-20, 2000

By: 
STEVEN W. GLOMB, Assistant Secretary

OFFICERS' CERTIFICATE

Joseph W. Chambers and Shay A. Chambers - Garcia certify that:

1. They are the President and Secretary of JWC Environmental, a corporation organized under the laws of the State of California.
2. The number of outstanding share of each class is 25,000 shares of Class A voting Common Stock and 50,000 shares of Class B Voting Common Stock.
3. The principal terms of the agreement in the form attached were approved by the corporation by the vote of a number of shares of each class which equaled or exceeded the vote required.
4. The percentage vote required of each class is more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and corrected of our own knowledge.

Dated: 11-20, 2000


JOSEPH W. CHAMBERS, JR.

Dated: 11-20, 2000


SHAY A. CHAMBERS-GARCIA

OFFICERS' CERTIFICATE

Joseph W. Chambers and Shay A. Chambers - Garcia certify that:

1. They are the President and Secretary of JWC Manufacturing, a corporation organized under the laws of the State of California.
2. The number of outstanding share of each class is 2,270,525 of Class A Voting Common Stock and 65,175 shares of Class B Voting Common Stock.
3. The principal terms of the agreement in the form attached were approved by the corporation by the vote of a number of shares of each class which equaled or exceeded the vote required.
4. The percentage vote required of each class is more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and corrected of our own knowledge.

Dated: 11-20, 2000



JOSEPH W. CHAMBERS, JR., President

Dated: 11-20, 2000



SHAY A. CHAMBERS-GARCIA, Secretary

