

03-08-2001

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



U.S. Department of Commerce
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TRADEMARK

101629664

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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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 6/10/96

Name RITEPOINT/CHROMATIC, INC.

Formerly

2047162

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization MISSOURI

Receiving Party

Mark if additional names of receiving parties attached

Name SOUVENIR, INC.

DBA/AKA/TA

Composed of

Address (line 1) 202 F AVENUE NW

Address (line 2)

Address (line 3) CEDAR RAPIDS IA 52405
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization IOWA

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03/07/2001 DBYRNE 00000264 2047162
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Mail documents to be recorded with required cover sheet(s) information to:
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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="2,047,162"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

JAMES C. NEMMERS

2-16-01

Name of Person Signing

Signature

Date Signed

ARTICLES OF MERGER
OF
SOUVENIR, INC.

38198-S

AUG 09 1991


The undersigned corporation, Souvenir, Inc., a corporation duly organized and existing under the laws of the state of Iowa (hereinafter sometimes referred to as the "Corporation"), hereby certifies as follows:

FIRST: The Agreement and Plan of Merger is attached hereto as Exhibit 1.

SECOND: Shareholder approval was not required for the Agreement and Plan of Merger.

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of Souvenir, Inc. this 10th day of June, 1996.

SOUVENIR, INC.

By 
J. Romanelli, President

MI:0130698.01

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EXHIBIT 1
AUG 09 1996
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into as of this 10th day of June, 1996, by and between Souvenir, Inc., an Iowa corporation ("Souvenir"), and Ritepoint/Chromatic, Inc., a Missouri corporation ("Ritepoint").

WITNESSETH

WHEREAS, Souvenir is an Iowa corporation with its registered office in the State of Iowa located at 202 F Avenue NW, Cedar Rapids, Iowa 52405; and

WHEREAS, Ritepoint is a Missouri corporation with its registered office in the State of Missouri at 1733 Gilsinn Lane, Fenton, Missouri 63026; and

WHEREAS, the Boards of Directors of Souvenir and Ritepoint have determined that it is desirable and in the best interests of their respective corporations and the shareholders of such corporations that Ritepoint be merged with and into Souvenir on the terms and conditions hereinafter set forth and in accordance with applicable provisions of the laws of the State of Iowa and the State of Missouri that permit such merger and the Board of Directors of each corporation has, by resolution, duly adopted, approved, certified, executed and acknowledged this Agreement and Plan of Merger (the "Plan").

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereof, the parties hereto agree that Ritepoint shall be merged with and into Souvenir and that the terms and conditions of such merger shall be as follows:

1. The Merger. Ritepoint shall be merged with and into Souvenir in accordance with the terms of the Plan and the applicable provisions of the Iowa Business Corporation Act and the Missouri General and Business Corporation Law (the "Merger").

2. Allocation of Property of Ritepoint. Souvenir shall thereupon and thereafter, to the extent consistent with its Articles of Incorporation as in effect at the Effective Time (as hereinafter defined), possess all rights, privileges, immunities, of a public as well as of a private nature of Ritepoint, and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action and every other interest of or belonging to Ritepoint shall by virtue of the Merger and without further action, be taken and transferred to and vested in Souvenir. The title to any real estate, or any interest therein, vested in Ritepoint shall not revert or be in any way impaired by reason of the Merger. Souvenir shall thereafter be responsible and liable for all the liabilities, obligations and penalties of Ritepoint; and any claim

(P.C.)

existing or action or proceeding, civil or criminal, pending by or against Ritepoint may be prosecuted as if the Merger had not taken place, or Souvenir may be substituted in place of Ritepoint; and any judgment rendered against Ritepoint may be enforced against Souvenir. Neither any rights of creditors nor any liens upon the property of Ritepoint shall be impaired by the Merger.

3. Surviving Corporation. At the Effective Time the surviving corporation shall be Souvenir (hereinafter sometimes referred to as the "Surviving Corporation").

4. Cancellation of Shares. The manner and basis of canceling the shares of stock of Ritepoint shall be as follows:

(a) Each share of Common Stock of Ritepoint issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, be canceled, null and void, and cease to exist as of the Effective Time and no securities of the Surviving Corporation or any other corporation, or any money or property, shall be issued or transferred in exchange therefor.

(b) As soon as practicable after the Effective Time, the holder of the stock certificate theretofore representing issued and outstanding shares of Ritepoint immediately prior to the Effective Time shall surrender the same to the Surviving Corporation, and upon such surrender, such certificate shall be marked "canceled" and retained by the Secretary of the Surviving Corporation.

5. Articles of Incorporation of the Surviving Corporation. At the Effective Time, the Articles of Incorporation of Souvenir in effect immediately prior to the Effective Time shall become the Articles of Incorporation of the Surviving Corporation.

6. By-Laws. At the Effective Time, the By-Laws of Souvenir immediately prior to the Effective Time shall become the By-Laws of the Surviving Corporation at the Effective Time.

7. Effective Time. The "Effective Time" shall occur at the time the Articles of Merger is accepted for filing by the Secretary of State of Iowa.

8. Effect of Merger. At the Effective Time, the separate existence of Ritepoint shall cease and Ritepoint shall be merged with and into the Surviving Corporation.

9. Further Assurances. If at any time the Surviving Corporation determines that any further action is necessary or desirable to vest, perfect or confirm in the Surviving Corporation, according to the terms hereof, title to any property rights of Ritepoint, the former officers and directors of Ritepoint and each of them shall take such action as is necessary or desirable to vest, perfect or confirm title in such property or rights in the Surviving Corporation, and otherwise carry out the purposes of the Plan.

10. Counterparts. Any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties hereto have each caused the Plan to be executed by the respective duly authorized officers as of the date first written above.

SOUVENIR, INC.


J. Romanello, President

RITEPOINT/CHROMATIC, INC.


J. Romanello, President

M1:0131035.01

FILED
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SECRETARY OF STATE

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