

03-09-2001

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



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

101631177

0-07-01

### 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

Name  Execution Date  
Month Day Year

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/AKA/TA

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.)

03/08/2001 GTDN11

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FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
200.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 002247 FRAME: 0799

**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" value="1864727"/>	<input type="text" value="1396826"/>	<input type="text" value="644606"/>
<input type="text" value="1841350"/>	<input type="text" value="1396828"/>	<input type="text" value="1772979"/>
<input type="text" value="1450787"/>	<input type="text" value="1709894"/>	<input type="text" value="1839442"/>

**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.

Everette G. Allen, III, Esquire  
Name of Person Signing

*Everette G. Allen, III*  
Signature

2/23/01  
Date Signed

## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of December 31, 2000, by and between Tuftex Corporation, a Virginia corporation (the "Assignor"), located at 4900 Ondura Drive, Fredericksburg, Virginia 22407 and The Nuline Companies, Inc., a Virginia corporation (the "Assignee"), located at 4900 Ondura Drive, Fredericksburg, Virginia 22407 (collectively, the "Parties") hereby provides:

**WHEREAS**, Assignor has acquired all right title and interest in the trademarks depicted and described on Exhibit A, attached hereto and made a part hereof ("Trademarks");

**WHEREAS**, Assignor desires to assign to Assignee all of Assignor's rights, title and interest that it may have in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks have been used and are used symbolized by the Trademarks along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks; and

**WHEREAS**, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks have been used and are used which are symbolized by the Trademarks along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks.

**NOW THEREFORE**, in consideration for the mutual covenants contained herein, the above recitals which are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns and conveys to Assignee all rights, title and interest that Assignor may have, free and clear of any liens and/or encumbrances, in and to the Trademarks or any portion thereof, together with the goodwill of the business connected with the use of, and which is symbolized by, the Trademarks, along with the Assignor's right to recover for damages and profits for any past infringements of the Trademarks.

2. **Authorization.** Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Trademarks listed on Exhibit A. Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and states to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interest

herein assigned, and that it has not executed and will not execute, any agreement or document which is in conflict herewith.

3. **Future Assurances.** Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and which Assignee may reasonably request in order to vest all of Assignor's right, title and interest in and to the Trademarks in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession and/or control of Assignor.

4. **Binding Effect.** This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors and/or assigns, as the case may be, and all others acting by, through, with or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. **Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

6. **Jurisdiction and Venue.** The Parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Virginia, Richmond Division, to the extent that such court has subject matter jurisdiction, or, alternatively to the Circuit Court for the City of Fredericksburg, Virginia for any claims or causes of action arising out of or relating to this Assignment. Further, the Parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

7. **Recordation.** Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

8. **General.** This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof, and supercedes all prior discussions, negotiations and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

TUFTEX CORPORATION  
a Virginia Corporation

By: Joseph A. Mehalko  
Joseph A. Mehalko  
Vice President

Commonwealth of Virginia  
County of Spotsylvania to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Joseph A. Mehalko the Vice President and duly authorized agent and signatory of Tuflex Corporation, Inc., who executed the foregoing Trademark Assignment of his/her own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 16<sup>th</sup> day of February, 2001.

[SEAL]

Barbara K. Allen  
Notary Public

My commission expires: 8/31/02

ASSIGNEE:

THE NULINE COMPANIES, INC.  
a Virginia corporation

By: Joseph A. Mehalko  
Joseph A. Mehalko  
Vice President

COMMONWEALTH OF VIRGINIA  
COUNTY OF Spotsylvania, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Joseph A. Mehalko, the Vice President and duly authorized agent and signatory of The Nuline Companies, Inc., who executed the foregoing Trademark Assignment of his/her own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 16<sup>th</sup> day of February, 2001.

[SEAL]

Barbara K. Allen  
Notary Public

My commission expires: 8/31/02

**EXHIBIT A**

**FEDERAL REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>
ULTRA VINYL	1,864,727	November 29, 1994
DURAVIEW	1,841,350	June 21, 1994
TUFTEX SEACORD	1,450,787	August 4, 1987
SEACOASTER	1,396,826	June 10, 1986
PANAVIEW	1,396,828	June 10, 1986
RIDGELINE (International Class 11)	1,709,894	August 25, 1992
RIDGELINE (International Class 12)	644,606	April 30, 1957
TUFTEX	1,772,979	May 25, 1993
TUFTEX VINYL GROW	1,839,442	June 14, 1994

#301481 v1 21025.02198

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

ARTICLES OF MERGER OF

ONDURA CORPORATION  
(a Virginia corporation)

TUFTEX CORPORATION  
(a Virginia corporation)

AND

THE NULINE COMPANIES  
(a Virginia corporation)

Pursuant to § 720 of Title 13.1, Chapter 9, Article 12 of the Code of Virginia, as amended, the undersigned corporations hereby execute the following Articles of Merger (the "Articles of Merger") and set forth the following:

ONE

Attached hereto as Exhibit A and incorporated herein by reference is the Agreement and Plan of Merger by which Ondura Corporation, a Virginia corporation ("Ondura") and Tuflex Corporation, a Virginia corporation ("Tuflex"), shall be merged with and into The Nuline Companies, a Virginia corporation ("Nuline"), which shall be the surviving corporation (the "Plan of Merger"). The name of the surviving corporation shall be The Nuline Companies.

TWO

The directors of each of Ondura, Tuflex and Nuline, by unanimous consent, have approved the Plan of Merger by signing separate consents and writings setting forth, in each case, a resolution approving the Plan of Merger.

THREE

The sole shareholder of each of Ondura, Tuflex and Nuline, by unanimous consent, has adopted the Plan of Merger by signing separate consents in writing setting forth, in each case, a resolution approving the Plan of Merger.



**FOUR**

This merger is permitted by the laws of the Commonwealth of Virginia and all conditions of the laws of this Commonwealth with respect to this merger have been satisfied.

**FIVE**

The Articles of Merger shall become effective as of 11:59 p.m. on December 31, 2000 as set forth in the Certificate of Merger to be issued by the State Corporation Commission of the Commonwealth of Virginia.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK  
[SIGNATURE PAGE FOLLOWS.]**

**ONDURA CORPORATION**

a Virginia corporation

BY: John D. Adair, Jr.  
John D. Adair, Jr., President

**TUFTEX CORPORATION**

a Virginia corporation

BY: John D. Adair, Jr.  
John D. Adair, Jr., President

**THE NULINE COMPANIES**

a Virginia corporation

BY: John D. Adair, Jr.  
John D. Adair, Jr., President

#289012 v1 21025.02198

**PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Plan"), is dated as of December 31, 2000, of and among **ONDURA CORPORATION**, a Virginia corporation ("Ondura"), **TUFTEX CORPORATION**, a Virginia corporation ("Tuftex"), and **THE NULINE COMPANIES**, a Virginia corporation ("Nuline" or sometimes referred to herein as the "Surviving Entity") (Ondura, Tuftex and Nuline sometimes hereinafter collectively called the "Constituent Entities").

**RECITALS**

A. **WHEREAS**, the sole shareholder and Board of Directors of Nuline deems it desirable and in the best interests of Nuline to amend its Articles of Incorporation to change its name from "The Nuline Companies" to "The Nuline Companies, Inc."

B. **WHEREAS**, Ondura is a corporation duly organized and validly existing under the laws of the Commonwealth of Virginia. Its authorized capital stock consists of 5,000 shares of common stock, with a par value of \$1.00 per share, 100 shares of which have been issued and are outstanding as of the date hereof, all of which are owned by John D. Adair, Jr., ("Adair").

C. **WHEREAS**, Tuftex is a corporation duly organized and validly existing under the laws of the Commonwealth of Virginia. Its authorized capital stock consists of 5,000 shares of common stock, with a par value of \$1.00 per share, 1,600 shares of which have been issued and are outstanding as of the date hereof, all of which are owned by Adair.

D. **WHEREAS**, Nuline is a corporation duly organized and validly existing under the laws of the Commonwealth of Virginia. Its authorized capital stock consists of 5,000 shares of common stock, with a par value of \$1.00 per share, 100 shares of which have been issued and are outstanding as of the date hereof, all of which are owned by Adair.

E. **WHEREAS**, the Board of Directors of each of Ondura, Tuftex and Nuline desires that Ondura and Tuftex be merged with and into Nuline in a transaction intended to qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Merger").

F. **WHEREAS**, the Board of Directors of each of Ondura, Tuftex and Nuline deems it desirable and in the best interest of Ondura, Tuftex, Nuline and

Adair that Ondura, Tuflex and Nuline enter into the Merger, and in consideration for such Merger, that Adair exchange his shares of capital stock of Ondura and Tuflex, respectively, for newly issued capital stock of Nuline.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth below, and subject to the conditions herein set forth, the parties hereby agree as follows:

**ARTICLE I**  
**AMENDMENT TO ARTICLES OF INCORPORATION**

**1.1 Change of Name.**

Article A of the Articles of Incorporation of Nuline are hereby amended to change the name of Nuline from "The Nuline Companies" to "The Nuline Companies, Inc." This Amendment was approved by unanimous written joint consent of the sole shareholder and Board of Directors of Nuline dated December 31, 2000.

**ARTICLE II**  
**THE MERGER**

**2.1 Surviving Entity.**

Subject to the due approval and adoption of this Plan and the merger provided for herein by the directors and the sole shareholder of each of Ondura, Tuflex and Nuline, and subject to the conditions hereinafter set forth, upon the Merger Date, as defined below, (a) Ondura and Tuflex shall be merged with and into Nuline (such act being referred to herein as the "Merger"); (b) Nuline shall be the Surviving Entity; and (c) the Surviving Entity shall continue to be a corporation organized and governed by the laws of the Commonwealth of Virginia.

**2.2 Effect of Merger.**

Upon the Merger Date, the effect of the Merger shall be as provided in the applicable provisions of the laws of the Commonwealth of Virginia. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date:

(a) The separate existence of Ondura and Tuflex shall cease, except insofar as their existence shall be continued by operation of the last sentence of Section 1.2(c) hereof, by operation of Section 1.3 hereof and by operation of the laws of the Commonwealth of Virginia, and the Surviving Entity shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature, and

shall be subject to all of the restrictions, disabilities, and duties of Ondura and Tuflex; and

(b) all and singular, the rights, privileges, powers, and franchises of Ondura and Tuflex, all property, real, personal and mixed, and all debts due to Ondura and Tuflex, and all other things in action of or belonging to Ondura and Tuflex shall be vested in the Surviving Entity; and

(c) all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of Ondura and Tuflex, and the title to any real estate vested by deed or otherwise in Ondura and Tuflex shall not revert or be in any way impaired; provided, that all rights of creditors and all liens upon any property of Ondura and Tuflex shall be preserved unimpaired, and all debts, liabilities, and duties of Ondura and Tuflex shall, upon the Merger Date, attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it. Any action or proceeding pending by or against Ondura or Tuflex at the Merger Date may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place.

### 2.3 Supplemental Action.

If at any time after the Merger Date the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, assurances, or any further actions are necessary or desirable to vest, perfect, confirm, or record in the Surviving Entity the title to any property, rights, privileges, powers, and franchises of Ondura and Tuflex or otherwise to carry out the provisions of this Plan, the appropriate officers of Ondura and Tuflex shall execute or cause to be executed and shall deliver, upon the request of the Surviving Entity, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Entity or otherwise to carry out the provisions of this Plan. In the event any of such officers of Ondura or Tuflex refuse or are unable to act, Ondura and Tuflex each hereby irrevocably appoint the President of the Surviving Entity as their attorney-in-fact (which appointment shall be coupled with an interest and shall survive the Merger) on their behalf to execute such documents and to take such other actions as such President shall deem necessary or desirable to effectuate the provisions of this Plan.

### 2.4 Articles of Incorporation and Bylaws.

From and after the Merger Date, the Articles of Incorporation, as amended hereby, and Bylaws of Nulme shall continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Entity. The Surviving Entity reserves

the right to amend, alter, change, or repeal any provisions contained in its Articles of Incorporation and Bylaws in the manner now or hereafter set forth therein or as is or may be prescribed by the laws of the Commonwealth of Virginia, and all of the rights, powers, and privileges of the shareholders of the Surviving Entity are granted and shall be held and enjoyed subject to such reserved rights. Until so amended, altered, changed, or repealed, the Surviving Entity's Articles of Incorporation as in effect immediately prior to the Merger Date shall constitute its Articles of Incorporation separate and apart from this Plan and may be separately certified as the Surviving Entity's Articles of Incorporation.

#### 2.5 Directors and Officers.

The directors and officers of Nuline in office at the Merger Date shall continue as the directors and officers of the Surviving Entity, and such directors and officers shall hold such positions until the annual meeting of the shareholders of the Surviving Entity next following the Merger Date and until their successors are elected and qualified. If on the Merger Date any vacancies shall exist with respect to the directors and officers of the Merging Entities, each vacancy shall be filled in the manner prescribed by the laws of the Commonwealth of Virginia and the Surviving Entity's Articles of Incorporation and Bylaws.

### **ARTICLE III** **TERMS OF MERGER**

#### 3.1 Corporation Stock.

Adair, as the sole shareholder of each of Ondura, Tuftex and Nuline holds a percentage of the outstanding capital stock of Ondura and Tuftex that corresponds identically with his percentage of the outstanding capital stock of Nuline. Accordingly, the capital stock of Ondura and Tuftex that will be outstanding at the time of the Merger shall not be converted into additional shares of stock of Nuline or into another rights or property. Rather, upon the Merger, all such stock shall be canceled and rendered void automatically and without any action on the part of Adair, as the sole shareholder of Ondura and Tuftex, and Adair shall have no rights in, relating to or resulting from the issued and outstanding capital stock of Ondura and Tuftex. Adair thereafter shall surrender all stock certificates representing the theretofore issued and outstanding capital stock of Ondura and Tuftex, duly endorsed for cancellation or accompanied by a stock power duly endorsed for cancellation.

**ARTICLE IV**  
**GENERAL**

**4.1 Merger Date.**

The Merger Date shall become effective upon, and the "Merger Date" shall mean for the purpose of this Plan, December 31, 2000 at 11:59 p.m.

**4.2 Approvals.**

After the approval of this Plan of Merger by the undersigned directors of each of Ondura, Tuftex and Nuline, a copy of this Plan of Merger shall be duly submitted to Adair, with the request that Adair vote to approve and adopt this Plan of Merger in accordance with the provisions of the Act. Upon approval of this Plan of Merger by Adair, Articles of Merger duly executed by the President of each such corporation shall be delivered to the State Corporation Commission of the Commonwealth of Virginia.

**4.3 Other Agreements.**

The Plan shall supersede any other prior agreements, whether written or oral, that may have been made or entered into by either of the Constituent Entities or any of their directors and officers relating to the merger of the Constituent Entities. Nothing set forth herein is intended, or shall be construed, to confer upon or give any individual or any corporation, limited liability company or other entity, other than the Constituent Entities and their respective shareholders and members and the creditors of Ondura and Tuftex, any rights or remedies under or by reason hereof.

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**[SIGNATURE PAGE FOLLOWS.]**

The undersigned hereby certify that the above Plan of Merger was duly approved and adopted by the Constituent Entities effective December 31, 2000.

**ONDURA CORPORATION,**  
a Virginia corporation

By:   
John D. Adair, Jr., President

**TUFTEX CORPORATION,**  
a Virginia corporation

By:   
John D. Adair, Jr., President

**THE NULINE COMPANIES,**  
a Virginia corporation

By:   
John D. Adair, Jr., President

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**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

December 31, 2000

The State Corporation Commission finds the accompanying articles submitted on behalf of

**Nuline Companies, Inc., The**

to comply with the requirements of law. Therefore, it is ORDERED that this

**CERTIFICATE OF MERGER**

be issued and admitted to record with the articles in the office of the Clerk of the Commission.  
Each of the following:

ONDURA CORPORATION  
TUFTEX CORPORATION

is merged into Nuline Companies, Inc., The (formerly NULINE COMPANIES, THE), which continues to exist under the laws of VIRGINIA with the name Nuline Companies, Inc., The. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on December 31, 2000 at 11:59 p.m.

STATE CORPORATION COMMISSION

By



Commissioner

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