

MRD 3/2/01

03-13-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM 1595

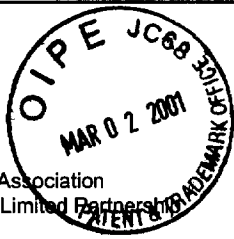


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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Deweze Manufacturing, Inc.
RFD # 2
Harper, Kansas 67508



- Individual Association
 - General Partnership Limited Partnership
 - Corporation-State Kansas
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name **Deweze Acquisition, Inc.**
 Internal Address: **One Tower Bridge, Suite 1400**
 Street Address: **100 Front Street**
 City **West Conshohocken**
 State **Pennsylvania** ZIP **19428**

- Individual (s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporate-State **Pennsylvania**
- Other _____

If assignee is not domiciled in the United States, a domestic

representative designation is attached:
 Yes No
 Additional name(s) & addresses(es) attached?
 Yes No

3. Name of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: **December 18, 1991**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

912,500

884,028

Additional numbers attached? Yes No

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

Name: G. Franklin Rothwell
 Internal Address: Suite 701 East
 Street Address: 555 13th Street, N.W.
 City: Washington
 State: D. C. Zip 20004

6. Total number of applications and registrations involved: Two (2)

7. Total fee (37 CFR 3.41): . . . \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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 02 FC:482 25.00 OP

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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.

Anne M. Sterba
Name of Person Signing

Anne M Sterba
Signature

3-2-01
Date

Total number of pages including cover sheet, attachments and documents: 5

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PLAN OF MERGER

MERGING

DEWEZE MANUFACTURING, INC.

INTO

DEWEZE ACQUISITION, INC.

THIS PLAN AND AGREEMENT OF MERGER (the "Plan of Merger") dated December 18, 1991, is made by and between Deweze Manufacturing, Inc. ("Manufacturing") and Deweze Acquisition, Inc. ("Acquisition") (collectively, Manufacturing and Acquisition shall hereafter be referred to as the "Constituent Corporations").

W I T N E S S E T H:

WHEREAS, Manufacturing is a corporation duly organized and existing under the laws of the State of Kansas having been incorporated on May 30, 1974 by a Certificate of Incorporation filed with the Secretary of State, its registered agent in Kansas is Dewey Hostatler, whose registered office is located at RFD #2, Harper, Kansas 67508; and

WHEREAS, Acquisition is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania having been incorporated on December 3, 1991 by Articles of Incorporation filed with the Secretary of the Commonwealth and having a registered office in Pennsylvania located at One Tower Bridge, Suite 1400, 100 Front Street, West Conshohocken, PA 19428; and

WHEREAS, Manufacturing has an authorized capitalization consisting of 1,000,000 shares of common stock, without par value ("Manufacturing Common Stock"), of which one share is issued and outstanding on the date hereof and owned by Acquisition; and

WHEREAS, Acquisition has an authorized capitalization consisting of 1,000 shares of common stock ("Acquisition Common Stock"), of which one share is issued and outstanding on the date hereof and owned by George B. Lemmon, Jr. (the "Shareholder"); and

WHEREAS, the Board of Directors of Acquisition deems it desirable, upon the terms and subject to the conditions herein stated, that Manufacturing be merged with and into Acquisition and that Acquisition be the surviving corporation (the "Merger"); and

WHEREAS, the parties intend that the Merger qualify as a reorganization described in Section 368 (a) (1) (A) of the Internal Revenue Code of 1986, as amended.

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NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION I

GENERAL

1.1. Effective Time of the Merger. The Merger shall become effective upon filing of the Articles of Merger and any other documents necessary to effectuate the Merger (the "Merger Documents").

1.2. Surviving Corporation. Upon filing of the Merger Documents, Manufacturing shall be merged with and into Acquisition with Acquisition becoming the surviving corporation (the "Surviving Corporation").

1.3. Conversion of Shares. Upon filing of the Merger Documents and by virtue of the Merger and without any further action on the part of Acquisition: (i) each issued and outstanding share of Manufacturing Common Stock shall be cancelled and no cash, property rights or securities shall be issued in exchange therefore, and (ii) each issued and outstanding share of Acquisition shall be converted into a share of the Surviving Corporation.

1.4. Surrender of Certificates. After the filing of the Merger Documents, Acquisition shall surrender to the Secretary of the Surviving Corporation all share certificates formerly representing Manufacturing Common Stock which shall be cancelled. The Shareholder shall not be required to surrender certificates representing Acquisition Common Stock which from and after the filing of the Merger Documents shall be deemed for all purposes to evidence the Shareholder's ownership of shares of Common Stock of the Surviving Corporation.

1.5. Separate Existence. Upon the filing of the Merger Documents, the separate existence of Manufacturing shall cease. Acquisition, as the Surviving Corporation, shall continue to have all the rights, privileges, immunities and powers, and shall continue to be subject to all of the duties and liabilities of a corporation existing under the Pennsylvania Business Corporation Law of 1988 and shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, all other choses in action and all and every other interest of or belonging to or due either of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving

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Corporation without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations, shall not revert to or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the debts, liabilities, duties and obligations of both of the Constituent Corporations and any claims existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted against it to the same extent as if said debts, liabilities, duties and obligations had been incurred or contracted by it. Neither the rights of the creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by reason of the Merger.

1.6. Approval by Directors and Shareholders. Pursuant to Section 17-6703 Kansas General Corporation Code and Section 1924(b) of the Pennsylvania Business Corporation Law of 1988, approval of the Merger by the shareholders of Acquisition or Manufacturing is not required and approval of the Merger and this Plan of Merger shall be effective upon its approval by the Board of Directors of Acquisition at which time approval of the Merger and Plan of Merger shall be deemed accepted by the Board of Directors of Manufacturing.

SECTION 2

CONDITIONS, COVENANTS AND AGREEMENTS

2.1. Articles and Certificate of Merger. Upon adoption of this Plan of Merger by the Board of Directors of Acquisition, the Surviving Corporation shall prepare, execute and file (i) Articles of Merger which comply with the provisions of the Pennsylvania Business Corporation Law of 1988 and (ii) a Certificate of Ownership and Merger which comply with the provisions of the Kansas General Corporation Code.

2.2. Further Cooperation. Prior to the filing of the Merger Documents, Manufacturing and Acquisition shall each take all such action as may be necessary or appropriate in order to effectuate the Merger.

SECTION 3

ARTICLES OF INCORPORATION; BYLAWS; OFFICERS AND DIRECTORS

3.1. Articles of Incorporation. Upon filing of the Merger Documents, the Articles of Incorporation of Acquisition shall be the Articles of Incorporation of the Surviving Corporation.

3.2. Amendment of Articles of Incorporation. Upon the filing of the Merger Documents, the Articles of Incorporation of

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the Surviving Corporation be and hereby are amended to change the First Article of the Articles of Incorporation as follows:

1. The name of the company is Deweze Manufacturing, Inc.

3.3. Bylaws. The Bylaws of Acquisition in effect upon the filing of the Merger Documents shall from and after the filing of the Merger Documents be the Bylaws of the Surviving Corporation.

3.4. Officers and Directors. Those persons who are the officers and directors of Acquisition immediately prior to the filing of the Merger Documents shall from and after the filing of the Merger Documents be the directors and officers of the Surviving Corporation, to hold office until their successors have been duly elected and qualified or as otherwise provided in the Articles of Incorporation and Bylaws of the Surviving Corporation.

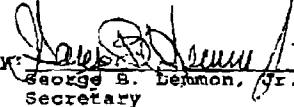
SECTION 4

AMENDMENT AND TERMINATION

This Plan of Merger may, at any time prior to the filing of the Articles of Merger be terminated and abandoned by action of the Board of Directors of Acquisition or amended in writing by action of the Board of Directors of Acquisition to the extent permitted by the Kansas General Corporation Code and the Pennsylvania Business Corporation Law of 1988.

IN WITNESS WHEREOF, Acquisition has caused this Plan of Merger to be executed by its President as of date first above written. Adoption of this Plan of Merger by Manufacturing is deemed adopted by Manufacturing pursuant to Section 1924(b)(3) of the Pennsylvania Business Corporation Law of 1988.

DEWEZE ACQUISITION, INC.

By: 
George B. Lemmon, Jr.
Secretary