

05-30-2001

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



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

101701089

2-21-81

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

Name

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.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 002258 FRAME: 0219

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,597,174"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

B. Joseph Schaeff

Name of Person Signing

Signature

02/21/2001

Date Signed

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AUTOMAX INC.", A OHIO CORPORATION,

WITH AND INTO "FLOWSERVE FCD CORPORATION" UNDER THE NAME OF "FLOWSERVE FCD CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 1998, AT 4:31 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2934823 8100M

991525468

AUTHENTICATION: 0140449

DATE: 12-14-99

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CERTIFICATE OF MERGER
OF
AUTOMAX INC.
INTO
FLOWSERVE FCD CORPORATION

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
FLOWSERVE FCD CORPORTION	Delaware
AUTOMAX INC.	Ohio

SECOND: That an Agreement of Merger (Attachment 1 hereto) between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations (Attachments 2 and 3 hereto) in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the corporation surviving the merger is FLOWSERVE FCD CORPORATION, a Delaware corporation.

FOURTH: That the Certificate of Incorporation of FLOWSERVE FCD CORPORATION, a Delaware corporation, which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at an office of the surviving corporation, the address of which is 222 W. Las Colinas Blvd., Suite 1500, Irving, TX 75039.

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

<u>Corporation</u>	<u>Class</u>	<u>Number of Shares</u>	<u>Par Value</u>
Automax Inc.	Common	250,000	Shares are without par value

EIGHTH: That this Certificate of Merger shall be effective on December 31, 1998.

Dated: December 15, 1998.

FLowsERVE FCD CORPORATION

By


John M. Nanos, Vice President

Automax-FlowserveFCD-MergerCertificate

Attachment 1 to
Certificate of Merger

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 1st day of September, 1998, pursuant to Section 252 of the General Corporation Law of Delaware, between FLOWSERVE FCD CORPORATION, a Delaware corporation ("FCD"), and AUTOMAX INC., an Ohio corporation ("AUTOMAX").

WITNESSETH that:

WHEREAS, the constituent corporations desire to merge into a single corporation;

NOW, THEREFORE, the parties to this Agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: FCD hereby merges into itself AUTOMAX, and AUTOMAX shall be and hereby is merged into FCD, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of FCD, as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: Each share of common stock of the merged corporation which shall be outstanding on the effective date of this merger shall be cancelled and no longer issued and outstanding. Each share of stock of FCD outstanding immediately prior to the effective date of the merger is to be an identical outstanding or treasury share of FCD after the effective date of the merger, and no shares of common stock of FCD and no shares, securities or obligations convertible into such stock are to be issued or delivered pursuant to this Agreement.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

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(c) This merger shall become effective on December 31, 1998.

(d) Upon the merger's becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in, and devolve upon, the surviving corporation without further act or deed; and all property, rights and every other interest of the surviving corporation and the merged corporation shall be effectively the property of the surviving corporation. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the merged corporation, and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

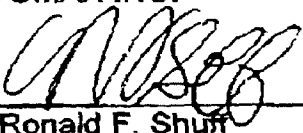
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and by the sole stockholder of AUTOMAX, have caused these presents to be executed by a Vice President of each party hereto as the respective act, deed and agreement of each corporation, on this 1st day of September, 1998.

FLOWSERVE FCD CORPORATION

By 

Ronald F. Shuff
Vice President

AUTOMAX INC.

By 

Ronald F. Shuff
Vice President

Attachment 2 to
Certificate of Merger

SECRETARY CERTIFICATE

I, Ronald F. Shuff, Secretary of AUTOMAX INC., a corporation organized and existing under the laws of the State of Ohio (the "Merged Corporation"), hereby certify as such Secretary that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the Merged Corporation and having been signed on behalf of FLOWSERVE FCD CORPORATION, a corporation of the State of Delaware and the corporation surviving the merger, was duly submitted to the sole stockholder and the board of directors of the Merged Corporation and that the proposed Agreement of Merger was adopted and approved by the sole stockholder and the board of directors as the act of the sole stockholder and the board of directors of the Merged Corporation and is the duly adopted agreement and act of the Merged Corporation.

WITNESS my hand on this 15th day of December, 1998.



Ronald F. Shuff, Secretary

Attachment 3 to
Certificate of MergerASSISTANT SECRETARY CERTIFICATE

I, John M. Nanos, Assistant Secretary of FLOWSERVE FCD CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Surviving Corporation"), hereby certify as such Assistant Secretary that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the Surviving Corporation and having been signed on behalf of AUTOMAX INC., a corporation of the State of Ohio and the corporation to be merged pursuant to the merger, was duly adopted pursuant to subsection (f) of Section 251 of the General Corporation Law of Delaware, without vote of the sole stockholder of the Surviving Corporation; that the Agreement of Merger does not amend in any respect the Certificate of Incorporation of the Surviving Corporation, and each share of stock of the Surviving Corporation outstanding immediately prior to the effective date of the merger is to be an identical outstanding or treasury share of the Surviving Corporation after the effective date of the merger, and no shares of common stock of the Surviving Corporation and no shares, securities or obligations convertible into such stock are to be issued or delivered under the Agreement of Merger; and that the outstanding shares of the Surviving Corporation were such as to render Section 251 of the General Corporation Law of Delaware applicable; and that the Agreement of Merger was thereby adopted by action of the board of directors of the Surviving Corporation and is the duly adopted agreement and act of the Surviving Corporation.

WITNESS my hand on this 15th day of December, 1998.


John M. Nanos, Assistant Secretary

PLEASE STAMP OR OTHERWISE INDICATE DATE OF
RECEIPT OF ACCOMPANYING PAPERS
AND RETURN TO US

Papers Merger; Recordation Cover Sheet; Credit
Card Payment Form

Applicant/Registrant Flowserve Management Company

Mark ACCORD (stylized)

Serial No./Reg. No. 1,597,174

Docket No. DUR 0253 TA

Date Due _____



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 25, 2001

PTAS

KILLWORTH GOTTMAN HAGAN, ET AL
B. JOSEPH SCHAEFF
ONE SOUTH MAIN STREET, SUITE 500
ONE DAYTON CENTRE
DAYTON, OH 45402-2023



101645276A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101645276

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

PEARLENE FOSTER, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 02/21/2001

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