

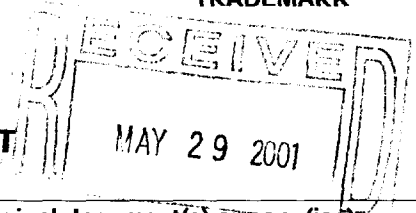
06-05-2001



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5-29-01

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

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)

- 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

06/04/2001 6TON11 00000218 1666238

FOR OFFICE USE ONLY

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

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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

TRADEMARK
REEL: 002308 FRAME: 0420

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional 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)

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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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)

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<input type="text" value="1666238"/>	<input type="text" value="1813394"/>	<input type="text" value="1876339"/>
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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.

Philip L. Bateman

Name of Person Signing

Philip L. Bateman

Signature

May 23, 2001

Date Signed

File Number 5578-744-1

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF MERGER OF
HSI SYSTEMS, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 31ST day of DECEMBER A.D. 19 97 and of the Independence of the United States the two hundred and 22ND.



George H. Ryan

Secretary of State
TRADEMARK

**ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE**

File # **5578-744-**

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

EFFECTIVE: 1/1/98

FILED

DEC 31 1997

PAID

JAN 06 1998

**GEORGE H. RYAN
SECRETARY OF STATE**

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date **12/31/97**

Filing Fee \$ **100.00**

Approved: 

DO NOT SEND CASH!
Remit payment in check or money order, payable to "Secretary of State."
Filing Fee is \$100, but if merger or consolidation of more than 2 corporations, \$50 for each additional corporation.

1. Names of the corporations proposing to merge consolidate, and the state or country of their incorporation: exchange shares

Name of Corporation	State or Country Of Incorporation	Corporation File No.
<u>HSI Systems, Inc.</u>	<u>IL</u>	<u>5578-744-1</u>
<u>Airfloat Systems of Decatur, Inc.</u>	<u>IL</u>	<u>5573-966-8</u>

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving new corporation: HSI Systems, Inc.
acquiring

(b) It shall be governed by the laws of: IL

4. Plan of merger consolidation is as follows: See Attached.
exchange

If not sufficient space to cover this point, add one or more sheets of this size.

EXPEDITED

DEC 31 1997

**SECRETARY OF STATE
TRADEMARK
REEL: 002308 FRAME: 0424**

5. Plan of ^(merger) consolidation was approved, as to each corporation not organized in Illinois, in compliance with the exchange laws of the state under which it is organized, and (b) as to each Illinois corporation, ~~as follows~~ ~~to~~ ~~be~~ ~~done~~

(The following items are not applicable to mergers under §11.30 —90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

Name of Corporation	(§ 11.20)	By written consent of the shareholders...	By written consent of ALL the shareholders...
HSI Systems, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Airflex Systems of Derby, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. (Not applicable if surviving, new or acquiring corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this Part if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries)
 The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19 ____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated 12-30, 1997 by HSL Systems, Inc.
 (Exact Name of Corporation)
 attested by Mary J. Demirjian by J. Gerald Demirjian
 (Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)
Mary J. Demirjian, Secretary J. Gerald Demirjian, President
 (Type or Print Name and Title) (Type or Print Name and Title)

Dated 12-30, 1997 by Aircraft Systems of America, Inc.
 (Exact Name of Corporation)
 attested by Mary J. Demirjian by J. Gerald Demirjian
 (Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)
Mary J. Demirjian, Secretary J. Gerald Demirjian, President
 (Type or Print Name and Title) (Type or Print Name and Title)

Dated _____, 19____ by _____
 (Exact Name of Corporation)
 attested by _____ by _____
 (Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 30, 1997 by and between Airfloat Systems of Decatur, Inc., an Illinois corporation ("Airfloat"), and HSI Systems, Inc., an Illinois corporation ("HSI" and together with Airfloat, the "Constituent Corporations").

WITNESSETH:

WHEREAS, the parties wish to provide for the merger of Airfloat with and into HSI (the "Merger"), subject to the terms and conditions hereinafter set forth;

WHEREAS, HSI has authorized capital stock consisting of 5,000 shares of Class A Common Stock, no par value per share (the "HSI Class A Stock"), and 5,000 shares of non-voting Class B Common Stock, no par value per share (the "HSI Class B Stock" and, together with the HSI Class A Stock, the "HSI Common Stock");

WHEREAS, Airfloat has authorized capital stock consisting of 5,000 shares of Class A Common Stock, no par value per share (the "Airfloat Class A Stock"), of which 500 shares are issued and outstanding, and 5,000 shares of non-voting Class B Common Stock, no par value per share (the "Airfloat Class B Stock" and, together with the Airfloat Class A Stock, the "Airfloat Common Stock"), of which 500 shares are issued and outstanding;

WHEREAS, the respective Boards of Directors and shareholders of the Constituent Corporations have determined that it is advisable and in the best interests of such corporations that Airfloat be merged with and into HSI on the terms and conditions hereinafter set forth in accordance with the applicable law of the State of Illinois;

WHEREAS, the independent auditor for HSI and Airfloat is ascribing a value to each of HSI (the "HSI Value") and Airfloat (the "Airfloat Value"); and


WHEREAS, the respective Boards of Directors and shareholders of the Constituent Corporations have, by resolutions duly adopted, approved this Agreement and Plan of Merger.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

MERGER

1.01 The Merger. In accordance with the provisions of this Agreement and Section 11.05 of the Illinois Business Corporation Act (the "Illinois Act"), at the Effective Time (as hereinafter defined) Airfloat shall be merged with and into HSI, the separate existence of the Constituent Corporations shall cease and HSI shall continue as the surviving corporation (the "Surviving

Corporation") under the corporate name Airfloat/HSI Systems, Inc. 

1.02 Surviving Corporation. At the Effective Time, the Surviving Corporation shall succeed to and possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all singular, rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due either of the Constituent Corporations on whatever account, including without limitation, debts relating to stock subscriptions and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thereafter attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. No demand for any cause then existing against either of the Constituent Corporations shall be released or impaired by the Merger.

Except as hereinafter specifically set forth, at the Effective Time, the identity, existence, corporate organization, objects, franchises, privileges, rights and immunities of Airfloat shall be merged into HSI, and HSI shall, as the Surviving Corporation, be fully vested therewith. The separate existence and the corporate organization of Airfloat, except insofar as they may be continued by Illinois Act, shall cease at the Effective Time.

ARTICLE II

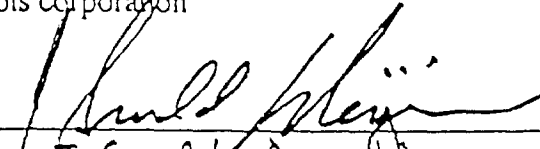
ARTICLES OF INCORPORATION; BY-LAWS

The Articles of Incorporation of HSI as in effect at the Effective Time, as defined herein, shall be the Articles of Incorporation of the Surviving Corporation, unless and until amended in accordance with the terms thereof and the Illinois Act, that such Articles of Incorporation are hereby amended to effect the change of name contemplated hereby, accept and as set forth on exhibit A hereto.

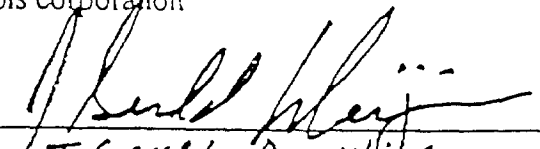
The By-laws of HSI as in effect at the Effective Time, as defined herein, shall be the By-laws of the Surviving Corporation, unless and until amended in accordance with the terms thereof and the Illinois Act.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by parties hereto as of the date first above written.

AIRFLOAT SYSTEMS OF DECATUR, INC.,
an Illinois corporation

By: 
Name: J. Gerald Deming
Title: President

HSI SYSTEMS, INC.,
an Illinois corporation

By: 
Name: J. Gerald Deming
Title: President