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101751821

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

1. Name of conveying party(ies):
Nuvision Systems, L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Lubrication Systems Company of Texas
Internal Address: _____
Street Address: 1740 Stebbins Drive
City: Houston State: TX ZIP: 77043

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 8, 1997

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
1927962

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Constance G. Rhebergen
Internal Address: Bracewell & Patterson, L.L.P.
Street Address: P.O. Box 61389
City: Houston State: Texas ZIP: 77208-1389

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Additional fees authorized to be charged to deposit account

8. Deposit account number:
50-0259 (0282FV.032634)
(Attach duplicate copy of this page if paying by deposit account)

06/14/2001 TBIAZ1 00000010 1927962
01 FC:481 40.00 DP

DO NOT USE THIS SPACE

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.

Constance G. Rhebergen Constance G. Rhebergen June 6, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

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



The State of Texas

SECRETARY OF STATE CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

NUVISION SYSTEMS, L.C.
(a Texas limited liability company)

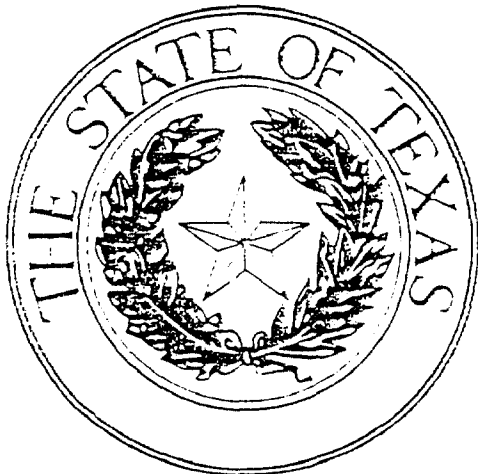
with


LUBRICATION SYSTEMS COMPANY OF TEXAS
(a Texas corporation)

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Dated August 8, 1997

Effective August 8, 1997




Antonio O. Garza, Jr.
Secretary of State

TRADEMARK
REEL: 002313 FRAME: 0296

FILED
in the Office of the
Secretary of State of Texas
AUG 08 1997

ARTICLES OF MERGER

Pursuant to the provisions of Articles 5.01 through 5.06 inclusive of the Texas Business Corporation Act (the "TBCA") and the Articles 10.01 through 10.07 of the Texas Limited Liability Company Act (the "TLLCA"), LUBRICATION SYSTEMS COMPANY OF TEXAS, a Texas corporation ("LSC") and NUVISION SYSTEMS, L.C., a Texas limited liability company ("Nuvision"), collectively referred to in these Articles as the "Constituent Entities", adopt the following Articles of Merger for the purpose of merging the Constituent Entities.

ARTICLE I

The names of the Constituent Entities, the type of entity and the states under the laws of which they are organized are:

<u>Entity</u>	<u>Type</u>	<u>State</u>
Parent: Lubrication Systems Company of Texas	Corporation	Texas
Subsidiary: Nuvision Systems, L.C.	Limited Liability Company	Texas

ARTICLE II

LSC owns one hundred percent (100%) of the outstanding ownership interest of Nuvision. The surviving corporation is LSC and it shall be governed by the laws of the State of Texas.

ARTICLE III

The Plan and Agreement of Merger approved in accordance with Article 5.03 of the TBCA and Article 10.02 of the TLLCA is set forth in Exhibit A attached and incorporated by reference to these Articles, the same as if fully copied and set forth at length.

ARTICLE IV

Approval by the shareholders or owners, as applicable, of the Plan and Agreement of Merger is not required for LSC or Nuvision pursuant to Section 5.03G of the TBCA or under the TLLCA or by their respective constituent documents.

ARTICLE V

The approval of the Plan and Agreement of Merger and the performance of its terms was (i) duly authorized by all action required by the laws under which each Constituent Entity is incorporated or organized and by their respective constituent documents, and (ii) adopted by the Board of Directors of each Constituent Entity on May 15, 1997 in accordance with the laws under which it is incorporated or organized and their respective constituent documents pursuant to the resolutions of each Constituent Entity set forth in Exhibit B attached and incorporated by reference to these Articles, the same as if fully copied and set forth at length.

ARTICLE VI

The address of the principal office of LSC in Texas is 1740 Stebbins Drive, Houston, Texas 77043.

Dated effective as of May 15, 1997.

LUBRICATION SYSTEMS COMPANY OF TEXAS

By: *John S. Hartman*
John S. Hartman
President

NUVISION SYSTEMS, L.C.

By: *John S. Hartman*
John S. Hartman
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John S. Hartman, President, of LUBRICATION SYSTEMS COMPANY OF TEXAS, known to me to be the person whose name is subscribed to the foregoing Articles of Merger and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of May, 1997.

John S. Cook
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John S. Hartman, Vice President of NUVISION SYSTEMS, L.C., known to me to be the person whose name is subscribed to the foregoing Articles of Merger and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1997.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

- Exhibit A: Plan and Agreement of Merger
- Exhibit B: Resolutions

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER made to be effective this 15th day of May, 1997 by and between LUBRICATION SYSTEMS COMPANY OF TEXAS, a Texas corporation and NUVISION SYSTEMS, L.C., a Texas limited liability company.

WHEREAS, Lubrication Systems Company of Texas owns all of the outstanding ownership interest of Nuvision Systems, L.C.

WHEREAS, such entities wish to merge all operations into the parent corporation and operate under the name "Lubrication Systems Company of Texas" (the "Merger").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

PARTIES TO MERGER

1. The names of the parties to the merger and the states under the laws of which they are organized are:

<u>Entity</u>	<u>State</u>
Lubrication Systems Company of Texas	Texas
Nuvision Systems, L.C.	Texas

PLAN OF MERGER

2. Nuvision Systems, L.C. is a Texas limited liability company and is a party to the Merger (the "Merging Company"). Lubrication Systems Company of Texas is a Texas corporation and shall survive the Merger (the "Surviving Corporation").

TERMS AND CONDITIONS OF MERGER

3. The Merging Company shall merge into the Surviving Corporation and upon the effective date of such Merger as hereinafter specified, the Merging Company shall cease to exist and shall no longer exercise its powers, privileges and franchises pursuant to the laws of the State of Texas, its state of organization. The Surviving Corporation shall succeed to all of the property and assets of the Merging Company, including but not limited to real property, and shall exercise all the powers, privileges and franchises of the Merging Company. The Surviving Corporation shall also assume and be liable for all of the debts, obligations and liabilities, if any, of the Merging Company.

EFFECTIVE DATE

4. The Merger shall be effective as of May 15, 1997 (the "Effective Date").

MANNER AND BASIS OF CONVERTING SHARES AND OWNERSHIP INTERESTS

5. The Surviving Corporation owns all of the outstanding ownership interest of the Merging Company. The ownership interest of the Merging Company shall not be converted into shares of the Surviving Corporation, but shall be canceled and the authorized capital stock of the Surviving Corporation shall not be changed, but shall be and remain the same as before the Merger.

CERTIFICATE OF INCORPORATION; BYLAWS

6. The state of incorporation of the Surviving Corporation shall be and remain the State of Texas. All provisions of the existing certificate of incorporation of the Surviving Corporation, on file with the Secretary of State of Texas, shall constitute the certificate of incorporation of the Surviving Corporation as of the Effective Date. The existing Bylaws of the Surviving Corporation shall constitute the Bylaws of the Surviving Corporation on the Effective Date. The name of the Surviving Corporation, upon the-effective date of such Merger, shall remain as Lubrication Systems Company of Texas.

OFFICERS AND DIRECTORS

7. The officers and directors of the Surviving Corporation shall be the same officers and directors in office as of May 15, 1997.

PERMISSIBILITY OF MERGER

8. The Merger is permitted by the laws of the State of Texas. The Merging Company and the Surviving Corporation shall take, or cause to be taken, all action, or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Texas, to consummate and make effective the Merger, subject however, to the appropriate vote of the stockholders and owners of each of the said entities to the extent required by law.

OBLIGATIONS OF THE SURVIVING CORPORATION

9. The Surviving Corporation hereby agrees to, and pursuant to the provisions of Article 5.01 of the TBCA is deemed to appoint the Secretary of the State of Texas as its agent for service of process for the purposes set forth therein and agrees that it will promptly pay to the dissenting shareholders or owners of the Merging Company, if any, the amount, if any, to which they are entitled under Article 5.11 of the TBCA.

This Agreement and Plan of Merger has been duly authorized by the Board of Directors of the Surviving Corporation in accordance with the laws of the State of Texas and approved

by the duly authorized by the Board of Directors of the Merging Company in accordance with the laws of the State of Texas.

Executed as of the day and year first above written.

LUBRICATION SYSTEMS COMPANY OF TEXAS

By: *John S. Hartman*
Name: JOHN S. HARTMAN
Title: PRESIDENT

NUVISION SYSTEMS, L.C.

By: *John S. Hartman*
John S. Hartman
Vice President

EXHIBIT B

UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS OF LUBRICATION SYSTEMS COMPANY OF TEXAS

May 15, 1997

Pursuant to the terms and provisions of Article 9.10B of the Texas Business Corporation Act, and in lieu of a meeting of the Board of Directors of Lubrication Systems Company of Texas, a Texas corporation (the "Company"), the undersigned, constituting all of the Directors of the Company, do hereby execute this unanimous consent:

WHEREAS, the Board of Directors of the Company believe it to be in the best interests of the Company to merge Nuvision Systems, L.C., a Texas limited liability company, with and into the Company (the "Merger"). **NOW, THEREFORE, BE IT**

RESOLVED, that the Board of Directors hereby recommends, adopts and approves the form, terms and provisions of the proposed Plan and Agreement of Merger (the "Merger Agreement") between the Company and Nuvision Systems, L.C., a copy of which has been presented to and reviewed by the Directors, and the proposed Articles of Merger (the "Articles") between the Company and Nuvision Systems, L.C., a copy of which has been presented to and reviewed by the Directors, which Merger Agreement and Articles provide for the merger of Nuvision Systems, L.C. with and into the Company, whereupon the separate existence of Nuvision Systems, L.C. shall cease and the Company shall be the surviving corporation and shall continue to exist, all in accordance with the terms and provisions of the Texas Business Corporation Act and the Texas Limited Liability Company Act; and further

RESOLVED, that the Board of Directors does hereby authorize and empower the proper officers of the Company to execute and deliver the proposed Merger Agreement and Articles on behalf of the Company, substantially in the form presented to and approved by the Directors, with such changes therein as the officer or officers executing same shall deem appropriate; and further

RESOLVED, that the officers of the Company, and each of them, are hereby authorized, for and on behalf of the Company, to execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their or his judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by any agreements therein approved, and any such documents, instruments or agreements so executed and delivered or actions so taken by them or any of them shall be conclusive evidence of their or his authority in so doing.

[signatures on the following page]

IN WITNESS WHEREOF, this Unanimous Consent has been executed as of the date first set forth above.

John S. Hartman
_____, Director

T. Ward
_____, Director

_____, Director

_____, Director

_____, Director

_____, Director

**UNANIMOUS CONSENT OF THE
MANAGERS OF
NUVISION SYSTEMS, L.C.**

May 15, 1997

Pursuant to the terms and provisions of Article 9.10B of the Texas Business Corporation Act, and in lieu of a meeting of the Managers of Nuvision Systems, L.C., a Texas limited liability company (the "Company"), the undersigned, constituting all of the Managers of the Company, do hereby execute this unanimous consent:

WHEREAS, the Managers of the Company believe it to be in the best interests of the Company to merge the Company with and into Lubrication Systems Company of Texas, a Texas corporation (the "Merger"). **NOW, THEREFORE, BE IT**

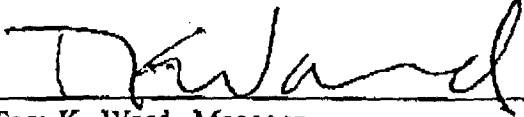
RESOLVED, that the Managers hereby recommend, adopt and approve the form, terms and provisions of the proposed Plan and Agreement of Merger (the "Merger Agreement") between the Company and Lubrication Systems Company of Texas, a copy of which has been presented to and reviewed by the Managers, and the proposed Articles of Merger (the "Articles") between the Company and Lubrication Systems Company of Texas, a copy of which has been presented to and reviewed by the Managers, which Merger Agreement and Articles provide for the merger of the Company with and into Lubrication Systems Company of Texas, whereupon the separate existence of the Company shall cease and Lubrication Systems Company of Texas shall be the surviving corporation and shall continue to exist, all in accordance with the terms and provisions of the Texas Business Corporation Act and the Texas Limited Liability Company Act; and further

RESOLVED, that the Managers do hereby authorize and empower the proper officers of the Company to execute and deliver the proposed Merger Agreement and Articles on behalf of the Company, substantially in the form presented to and approved by the Managers, with such changes therein as the officer or officers executing same shall deem appropriate; and further

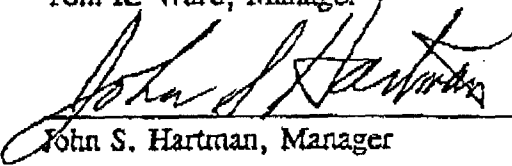
RESOLVED, that the officers of the Company, and each of them, are hereby authorized, for and on behalf of the Company, to execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their or his judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by any agreements therein approved, and any such documents, instruments or agreements so executed and delivered or actions so taken by them or any of them shall be conclusive evidence of their or his authority in so doing.

[signatures on the following page]

IN WITNESS WHEREOF, this Unanimous Consent has been executed as of the date first set forth above.



Tom K. Ward, Manager



John S. Hartman, Manager



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

NUVISION SYSTEMS LC

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that the taxes due on those reports have been paid. This certificate may be used for the purpose of dissolution, merger or withdrawal with the Texas Secretary of State.

This certificate is valid through DECEMBER 31, 1997

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the
City of Austin, this
24TH day of JULY, 1997 A.D.

JOHN SHARP
Comptroller of Public Accounts

Charter/C.O.A. number: 0701555

RECORDED: 06/11/2001

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