

07-03-2001



ORDINATION FORM COVER SHEET

101767989

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

1. Name of conveying party(ies):  
**Allmet Building Products, Inc.**

Individual(s)       Association  
 General Partnership     Limited Partnership  
 Corporation  
 Other \_\_\_\_\_

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

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

Name: **Allmet Building Products, L.P.**

Internal Address: \_\_\_\_\_  
Street Address: **227 S. Town East Blvd.**

City: **Mesquite**      State: **Texas**

Zip: **75149**

3. Nature of conveyance: **6.21.01**

Assignment       Merger  
 Security Agreement     Change of Name  
 Other \_\_\_\_\_

Execution Date: **December 29, 1999**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership **Texas**  
 Corporation-State \_\_\_\_\_  
 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

4. Application number(s) or patent number(s): **See Sections B below.**

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s): \_\_\_\_\_  
B. Trademark Registration No.(s): **1,179,797**

Additional numbers attached?  Yes  No

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

Name: **Carl C. Butzer, Esq.**

Internal Address: **Jackson Walker L.L.P.**

Street Address: **901 Main Street, Suite 6000**

City: **Dallas**

State: **Texas**      Zip: **75202-3797**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): . . . . . \$ **40.00**

Enclosed


Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

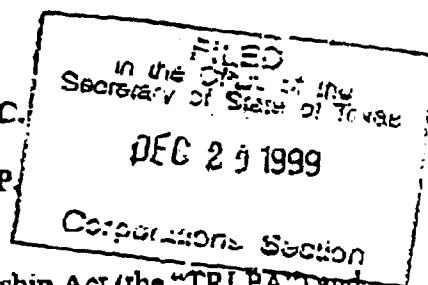
9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Carl C. Butzer, Esq.**            **6/21/01**  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 11

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

**CERTIFICATE OF MERGER  
OF  
ALLMET BUILDING PRODUCTS, INC.  
INTO  
ALLMET BUILDING PRODUCTS, L.P.**



Pursua u to Section 2.11 of the Texas Revised Limited Partnership Act (the "TRLPA") and Article 5.04 of the Texas Business Corporation Act (the "TBCA"), the undersigned entities submit the following Certificate of Merger for filing and certify that:

1. The name and jurisdiction of formation or organization of each of the domestic limited partnerships and other business entities which are to merge are:

Name	Jurisdiction	Form
Allmet Building Products, Inc.	Texas	Corporation
Allmet Building Products, L.P.	Texas	LP

2. A plan of merger has been approved by each of the constituent entities which are to merge.
3. The name of the surviving entity is: Allmet Building Products, L.P.
4. The merger shall become effective on December 31, 1999 at 11:59 p.m. Central Standard Time.
5. No amendments to the Certificate of Limited Partnership of Allmet Building Products, L.P., the surviving entity, are to be effected by the merger.
6. An executed copy of the Plan of Merger is on file at the principal place of business of Allmet Building Products, L.P., located at 227 South Town East Blvd., Mesquite, Texas 75149.
7. A copy of the Plan of Merger has been furnished to each partner in each domestic limited partnership that is a party to the merger, in accordance with Section 2.11 of the TRLPA, and will be furnished, on written request and without cost, to any shareholder of each domestic corporation that is a party to or created by the Plan of Merger, in accordance with Article 5.04 of the TBCA.

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8. As to each constituent corporation the approval of whose shareholders is required, the number of shares outstanding and the number of shares voted for and against the Plan of Merger are as follows:

Name of Corporation	Shares Outstanding	Shares Voted For	Shares Voted Against
Allme Building Company, Inc.	1,378,665	1,378,665	

9. As to each of the constituent entities, the Plan of Merger was duly authorized by all action required by the laws under which it was formed or organized and by its constituent documents.

**[SIGNATURE PAGE FOLLOWS]**

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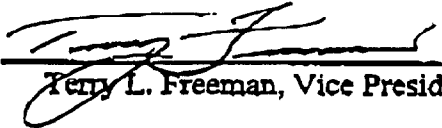
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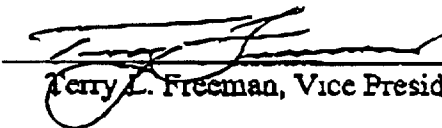
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IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the \_\_\_\_\_ day of December, 1999, and is being filed in accordance with Section 2.11 of the Texas Revised Limited Partnership Act and Article 5.04 of the Texas Business Corporation Act by the undersigned.

ALLMET BUILDING PRODUCTS, L.P.,  
By: Allmet GP, Inc., as its general partner

By:   
Terry L. Freeman, Vice President

ALLMET BUILDING PRODUCTS, INC.,  
a Texas corporation

By:   
Terry L. Freeman, Vice President

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05/04/2001 FRI TRADEMARK NO 84961 004

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**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger (this "Plan"), dated as of the 30 day of December, 1999, is made and entered into by and between ALLMET BUILDING PRODUCTS, L.P., a Texas limited partnership ("Allmet LP") and ALLMET BUILDING PRODUCTS, INC., a Texas corporation ("Allmet Inc."), together with Allmet LP, collectively the "Constituent Entities").

WITNESSETH:

WHEREAS, Allmet LP is a limited partnership duly organized and validly existing under the laws of the State of Texas;

WHEREAS, Allmet Inc. is a corporation duly organized and validly existing under the laws of the State of Texas;

WHEREAS, the authorized capital stock of Allmet Inc. consists of 20,000,000 shares of common stock \$.01 par value (the "Common Stock of Allmet Inc."), of which 1,378,665 shares are issued and outstanding as follows:

<u>Holder</u>	<u>Number of Shares</u>
Metals USA, Inc., a Delaware corporation	1,378,665

WHEREAS, the partners of Allmet LP deem it desirable and in the best interests of Allmet LP to merge Allmet Inc. into Allmet LP, pursuant to the provisions of Section 2.11 of the Texas Revised Limited Partnership Act, as amended (the "Act"), and the partners of Allmet LP have duly approved this Plan;

WHEREAS, the Board of Directors of Allmet Inc. deems it desirable and in the best interests of Allmet Inc. and its stockholders to merge Allmet Inc. into Allmet LP, pursuant to the provisions of Article 5.01 of the Texas Business Corporation Act, as amended, and has duly approved this Plan by Resolution;

WHEREAS, the sole stockholder of Allmet Inc. has duly adopted and approved such merger pursuant to this Plan; and

NOW, WHEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of this merger, the mode of carrying the same into effect and such other details and provisions as are

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deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the conditions set forth herein, as follows:

ARTICLE I

Terms and Conditions

1.1 Merger. At the Effective Time of the merger (as defined in Section 1.2 hereof), Allmet Inc. shall be merged with and into Allmet LP, which shall continue its existence as and remain a Texas limited partnership governed by and subject to the laws of the State of Texas.

1.2 Effective Time. The merger shall become effective at the date and time specified in the Certificate of Merger filed by Allmet LP with the Secretary of State of the State of Texas. The date and time upon which the merger shall become effective, as defined by this Section 1.2, is referred to herein as the "Effective Time."

1.3 Existence. The identity, existence, purposes, powers, objects, franchises, rights, and immunities of Allmet LP shall continue unaffected and unimpaired by the merger, and at the Effective Time, the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of Allmet Inc. shall be wholly merged into Allmet LP, and Allmet LP shall be fully vested therewith. Accordingly, at the Effective Time, the separate existence of Allmet Inc. shall cease.

ARTICLE II

Conversion of Shares

2.1 Conversion. The issued and outstanding Common Stock of Allmet Inc. shall, immediately prior to the Effective Time, automatically be canceled and cease to exist.

2.2 Allmet Inc.'s Transfer Book Closed. At the Effective Time, the stock transfer book of Allmet Inc. shall be deemed closed, and no transfer of capital stock of Allmet Inc. shall thereafter be made or consummated.

ARTICLE III

Certificate of Limited Partnership and Partnership Agreement

3.1 Certificate of Limited Partnership. The Certificate of Limited Partnership of Allmet LP as existing and constituted immediately prior to the Effective Time of the merger shall be the

Certificate of Limited Partnership of Allmet LP until thereafter amended in the manner provided by law.

3.2 Partnership Agreement. The Partnership Agreement of Allmet LP as existing and constituted immediately prior to the Effective Time of the Merger shall be the Partnership Agreement of Allmet LP until the same shall be altered, amended, or repealed, or until a new Partnership Agreement shall be adopted in accordance with the provisions of law and the Partnership Agreement of Allmet LP.

**ARTICLE IV**

Partners of Surviving Entity

4.1 Partners of Surviving Entity. The partners of Allmet LP immediately prior to the Effective Time shall constitute the partners of Allmet LP from and after the Effective Time, to serve until its success or is, in accordance with the Partnership Agreement of Allmet LP and applicable law, admitted and qualified.

**ARTICLE V**

Partnership Interests in Allmet LP

5.1 Partnership Interests in Allmet LP. The designations, rights and limitations of the Partnership Interests in Allmet LP, and the express terms thereof, shall be as set forth in the Partnership Agreement of Allmet LP as in effect at the Effective Time.

**ARTICLE VI**

Assets and Liabilities

6.1 Assets and Liabilities of Allmet Inc. Become Those of Allmet LP. At the Effective Time, all rights, privileges, powers, immunities, and franchises of each of the Constituent Entities, both of a public and private nature, and all property, real, personal, and mixed, and all debts due on whatever account, as well as securities subscriptions and all other choses or things in action, and all and every other interest of or belonging to or due to either of the Constituent Entities, shall be taken by and deemed to be transferred to and shall be vested in Allmet LP without further act or deed, and all such rights, privileges, powers, immunities, franchises, property, debts, choses or things in action, and all and every other interest of the Constituent Entities shall be thereafter as effectually the property of Allmet LP as they were of the respective Constituent Entities, and the title to any real or other property, or any interest therein, whether vested by deed or otherwise, in either

of the Constituent Entities, shall not revert or be in any way impaired by reason of the merger, *provided, however,* that all rights of creditors and all liens upon any properties of each of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities, restrictions obligations, and duties of the respective Constituent Entities, including without limitation all obligations, liabilities, and duties for fees and franchise taxes required by law and as lessee under any existing lease, shall nevertheless attach to Allmet LP and may be enforced against and by it to the same extent as if said debts liabilities, restrictions, obligations, and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the merger had not taken place, or Allmet LP may be substituted in place of either of the Constituent Entities.

6.2 Accounting Treatment. The assets and liabilities of the Constituent Entities shall be taken up on the books of Allmet LP in accordance with generally accepted accounting principles.

**ARTICLE VII**

Amendment and Termination

7.1 Amendment and Termination. This Plan may be amended or terminated at any time prior to the Effective Time of the merger by mutual consent of the Constituent Entities, expressed by action of the Board of Directors of Allmet Inc. and the partners of Allmet LP.

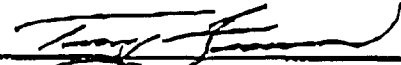
***(SIGNATURE PAGE FOLLOWS)***



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Plan on their behalf as of the date first written above.

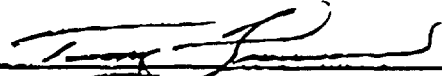
**ALLMET BUILDING PRODUCTS, L.P.,**

By: Allmet GP, Inc., as its general partner

By:   
Terry L. Freeman, Vice President

**ALLMET BUILDING PRODUCTS, INC.,**

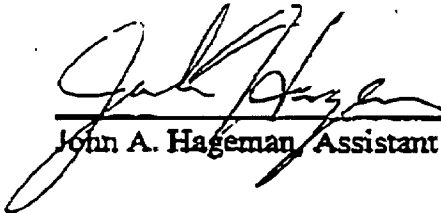
a Texas corporation

By:   
Terry L. Freeman, Vice President

**ASSISTANT SECRETARIES' CERTIFICATE**

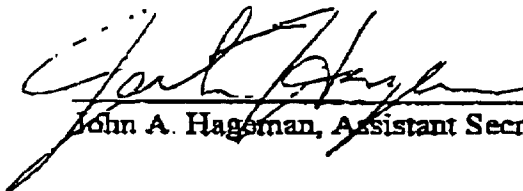
I, John A. Hageman, Assistant Secretary of **ALLMET GP, INC.**, general partner of **ALLMET BUILDING PRODUCTS, L.P.**, a Texas limited partnership ("Allmet LP"), do hereby certify that this Plan and Agreement of Merger was duly adopted pursuant to Section 2.11 of the Texas Revised Limited Partnership Act, as amended, by the Written Consent of the partners of Allmet LP, effective as of December 21, 1999.

December 21, 1999.

  
 \_\_\_\_\_  
 John A. Hageman, Assistant Secretary

I, John A. Hageman, Assistant Secretary of **ALLMET BUILDING PRODUCTS, INC.**, a Texas corporation ("Allmet Inc."), do hereby certify that this Plan and Agreement of Merger was duly adopted pursuant to Article 5.01 of the Texas Business Corporation Act, as amended, by the Joint Written Consent of the Board of Directors and Sole Stockholder of Allmet Inc., effective as of December 21, 1999.

December 21, 1999.

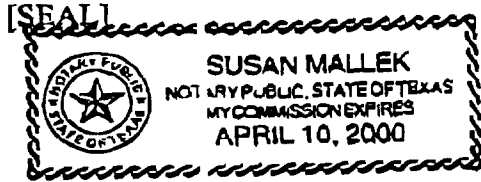
  
 \_\_\_\_\_  
 John A. Hageman, Assistant Secretary

ACKNOWLEDGMENTS

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Terry L. Freeman, Vice President of ALLMET GP, INC., general partner of ALLMET BUILDING PRODUCTS, L.P., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed said instrument as the act and deed of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, 1999.

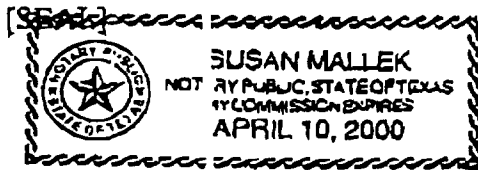


*Susan Mallek*  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Terry L. Freeman, Vice President of ALLMET BUILDING PRODUCTS, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed said instrument as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, 1999.



*Susan Mallek*  
Notary Public in and for the State of Texas