

07-18-2001

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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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/County

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- 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.)

Citizenship/State of Incorporation/Organization

07/17/2001 6TON11 00000082 2215246

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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

TRADEMARK
REEL: 002330 FRAME: 0484

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 **312.321.4200**

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. **9**

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,215,246"/>	<input type="text" value="875,919"/>	<input type="text" value="858,783"/>
<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. **#3**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): **\$90.00**

Method of Payment: Enclosed Deposit Account

Deposit Account

(enter for payment by deposit account or if additional fees can be charged to the account.)

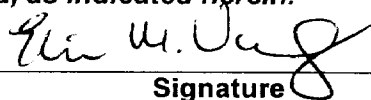
Deposit Account Number: **#23-1925**

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 deposition account are authorized, as indicated herein.

Elisa M. Valenzona
Name of Person Signing


Signature

July 10, 2001
Date Signed

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF MERGER
FOREIGN CORPORATION SURVIVING

WHEREAS, Articles of Merger of the following corporations:
MULTIPLEX COMPANY, INC. (#00141778)

INTO:

MANITOWOC FOODSERVICE GROUP, INC. (NEVADA CORP. NOT QUAL.)
Organized and existing under the laws of Missouri, Nevada
have been received, found to conform to law, and filed.

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, Secretary of State of
the State of Missouri, issue this Certificate of merger,
certifying to the foregoing and certifying that the merger of the
aforenamed corporations with

MANITOWOC FOODSERVICE GROUP, INC. (NEVADA CORP. NOT QUAL.)
as the surviving corporation, shall be effective on the date on
which the same becomes effective in the State of ~~NEVADA~~
Effective date: April 2, 2000.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
31ST DAY OF MARCH, 2000.

Rebecca McDowell Cook
Secretary of State



\$30.00

**ARTICLES OF MERGER
MERCING
MULTIPLEX COMPANY, INC.
INTO
MANITOWOC FOODSERVICE GROUP, INC.**

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned corporations do hereby adopt and execute the following articles of merger:

ARTICLE ONE

The names of the merging corporations are Manitowoc FoodService Group, Inc., a Nevada corporation ("MFG"), and Multiplex Company, Inc., a Missouri corporation ("Multiplex"), and are subject to the provisions of The General and Business Corporation Law of Missouri and the Nevada General Corporation Law.

ARTICLE TWO

A summary Plan of Merger is attached hereto as Exhibit A.

ARTICLE THREE

The name of the Surviving Corporation shall be Manitowoc FoodService Group, Inc. The Articles of Incorporation and Bylaws of MFG as in effect at the Effective Time of the Merger shall remain the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE FOUR

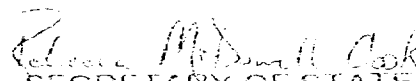
The Agreement and Plan of Merger was approved by unanimous written consent of the Board of Directors of Multiplex on March 31, 2000.

The number of outstanding shares of Multiplex is 100 and the number of said outstanding shares which were entitled to vote on the Agreement and Plan of Merger at the time of the approval of said Agreement and Plan of Merger by the holder of said outstanding shares entitled to vote was 100.

The holder of all of the outstanding shares of Multiplex entitled to vote approved the Agreement and Plan of Merger by a written consent dated March 31, 2000.

FILED AND CERTIFICATE
ISSUED

MAR 31 2000


REBECCA McDONALD COOK
SECRETARY OF STATE

ARTICLE FIVE

The Agreement and Plan of Merger was unanimously approved at a meeting of the Board of Directors of MFG on March 31, 2000.

The number of outstanding shares of MFG is 100 and the number of said outstanding shares which were entitled to vote on the Agreement and Plan of Merger at the time of the approval of said Agreement and Plan of Merger by the holders of said outstanding shares entitled to vote was 100.

The Agreement and Plan of Merger was submitted to a vote at a special meeting of the shareholder of MFG held on March 31, 2000 and at such meeting 100 shares were voted in favor of and 0 shares were voted against said Agreement and Plan of Merger.

ARTICLE SIX

MFG shall promptly pay to the dissenting shareholders of Multiplex the amount, if any, to which they shall be entitled under provisions of Chapter 351 of the Missouri General and Business Corporation Law with respect to the rights of dissenting shareholders.


MFG may be served with process in Missouri, and irrevocably appoints the Secretary of State of Missouri, as its agent to accept service of process, in any proceeding based upon any cause of action against Multiplex arising in Missouri, prior to the issuance of the certificate of merger by the Secretary of State of Missouri, and in any proceeding for the enforcement of the rights of a dissenting shareholder of Multiplex against MFG.

[intentionally left blank]

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed on March, 31, 2000.

MANITOWOC FOODSERVICE GROUP, INC.

[NO SEAL]

By: 
Stacy Tidwell, Vice President

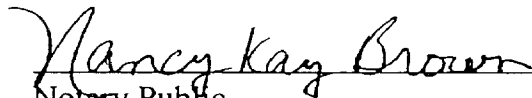
ATTEST:

By: 
John Sande, Secretary

State of Nevada)
) SS
County of Washoe)

On this 31 day of March in the year 2000, before me NANCY KAY BROWN Notary Public in and for said state, personally appeared Stacy Tidwell, Vice President of Manitowoc Foodservice Group, Inc., known to me to be the person who executed the within Articles of Merger in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires: _____


Notary Public



SEAL

By: Terry D. Growcock
Terry D. Growcock, President

ATTEST:

By: Maurice D. Jones
Maurice D. Jones, Secretary

State of Wisconsin)
County of Manitowish) SS

On this 31 day of March in the year 2000, before me Betty Saunders, Notary Public in and for said state, personally appeared Terry D. Growcock, President of Multiplex Company, Inc. known to me to be the person who executed the within Articles of Merger in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires: 3/31/2002

Betty Saunders
Notary Public

**PLAN OF MERGER OF
MULTIPLEX COMPANY, INC.
WITH AND INTO
MANITOWOC FOODSERVICE GROUP, INC.**

THIS PLAN OF MERGER is made and entered into this ___ day of March, 2000 by and between Multiplex Company, Inc., a Missouri corporation ("Multiplex") and Manitowoc FoodService Group, Inc., a Nevada corporation ("MFG"), both of said corporations, being hereinafter sometimes referred to collectively as the "Constituent Corporations."

RECITALS:

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and generally to the advantage and welfare of each of the Constituent Corporations and their respective shareholders that Multiplex be merged with and into MFG on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the laws of the States of Missouri and Nevada;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Multiplex shall be merged with and into MFG (the "Merger"), and that the terms and conditions of the Merger, the mode of carrying the same into effect and such other matters as are required or permitted to be set forth in the case of a merger pursuant to the laws of the States of Missouri and Nevada are as follows:

**ARTICLE I
MERGER**

At the Effective Time of the Merger (as hereinafter defined), Multiplex and MFG shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the States of Missouri and Nevada, by Multiplex merging with and into MFG, which shall be the surviving corporation (the "Surviving Corporation").

**ARTICLE II
EFFECTIVE TIME**

The Effective Time of the Merger is as of April 2, 2000.

ARTICLE III
Conversion and Exchange of Shares

The manner of converting the shares of each of the Constituent Corporations shall be as follows:

- a. At the Effective Time of the Merger, all of the issued and outstanding shares of Multiplex shall by virtue of the Merger and without action on the part of the holder thereof, be retired and canceled, and no shares of stock of the Surviving Corporation or other consideration shall be issued in exchange therefor.
- b. At the Effective Time of the Merger, each issued and outstanding share of Common Stock of MFG shall remain an issued and outstanding share of Common Stock of the Surviving Corporation.

ARTICLE IV
Articles of Incorporation; Bylaws; Directors and Officers

4.1 The Articles of Incorporation and Bylaws of MFG as in effect immediately prior to the Effective Time of the Merger, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until amended in accordance with law.

4.2 The duly qualified and acting directors and officers of MFG immediately prior to the Effective Time of the Merger shall remain the directors and officers of the Surviving Corporation, to hold offices as provided in the Bylaws of the Surviving Corporation.

ARTICLE V
Effect of Merger

The effect of the Merger shall be as provided in Section 351.450 of the Missouri General and Business Corporation Law.

ARTICLE VI
Shareholder Approval

6.1 This Plan of Merger shall be submitted for the approval of the shareholders of each of the Constituent Corporations as provided by the applicable laws of the States of Missouri and Nevada.

6.2 If this Plan of Merger is duly adopted by the required votes of such shareholders and the Merger is not abandoned, Articles of Merger setting forth this Plan of Merger shall be executed and acknowledged in compliance with the provisions of applicable law and shall be filed with the Office of the Missouri Secretary of State and the Office of the Nevada

Secretary of State, at such time as may be deemed appropriate by the officers of the Constituent Corporations.

ARTICLE VII
Termination and Abandonment

At any time prior to the Effective Time of the Merger, this Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations. In the event of such termination and abandonment of this Plan, this Plan shall become void and of no effect.

ARTICLE VIII
Miscellaneous

8.1 The Surviving Corporation shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger.

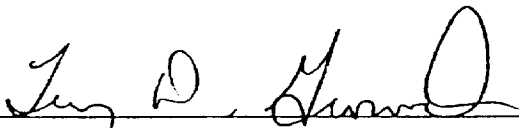
8.2 If at any time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest or to perfect or to confirm of record in the Surviving Corporation the title to any property or rights of Multiplex, or otherwise to carry out the provisions hereof, the proper officers and directors of Multiplex as of the Effective Time of the Merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the provisions of this Plan of Merger.

8.3 The Constituent Corporations intend this Plan of Merger to be a Plan of Reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

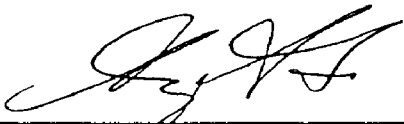
8.4 All of the property, rights, privileges, leases and patents of the Multiplex are to be transferred to and become the property of MFG, the survivor corporation. The officers and board of directors of Multiplex and MFG are authorized to execute all deeds, assignments and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.

IN WITNESS WHEREOF, pursuant to the approval and authority duly given by the resolutions adopted by the respective Boards of Directors, this Plan of Merger has been signed on behalf of both of the Constituent Corporations by a duly authorized officer all as of the date and year first above written.

MULTIPLEX COMPANY, INC.

By: 
Terry D. Growcock, President

MANITOWOC FOODSERVICE GROUP, INC.

By: 
Stacy Tidwell, Vice President