

FORM PTO-1584 (Rev. 8-03) OMB No. 0651-0011 (exp. 4/94)

RE

08-22-2001



SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

101819446

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Tire Service Company, Inc.

08/12/01

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

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

2. Name and address of receiving party(ies)

Morgan Tire & Auto, Inc.

Name:

Internal Address:

Street Address: 2021 Sunnydale Boulevard

City: Clearwater State: FL ZIP: 33765

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Florida, 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, Security Agreement, Other, Merger, Change of Name

Execution Date: December 29, 2000

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

A. Trademark Application No.(s)

2001

B. Trademark Registration No.(s)

- 1,920,196, 1,920,195, 1,936,380

Additional numbers attached? Yes No

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

Name: J. Todd Timmerman, Esquire

Internal Address: P. O. Box 172609

Tampa, FL 33672-0609

Street Address: 101 E. Kennedy Blvd., Suite 2800

City: Tampa State: FL ZIP: 33602

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- 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

08/22/2001 TDI/21 00000010 1920196

01 FC:461 40.00 OP, 02 FC:462 50.00 OP

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.

J. Todd Timmerman, Esq.

Name of Person Signing

Signature

August 10, 2001 Date

Total number of pages including cover sheet, attachments, and document: 17

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

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on December 29, 2000, as shown by the records of this office.

The document number of the surviving corporation is S32114.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Second day of August, 2001



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
00 DEC 29 AM 10:35

**STATE OF FLORIDA  
ARTICLES OF MERGER OF**

**TIRE SERVICE COMPANY, INC.**  
a Pennsylvania corporation

**INTO**

**MORGAN TIRE & AUTO, INC.**  
a Florida corporation

Pursuant to §607.1104 of the Florida Statutes, entitled "Merger of Subsidiary Corporation", the undersigned corporations adopt the following Articles of Merger:

**FIRST:** The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors of Morgan Tire & Auto, Inc., a Florida corporation ("Parent"), as of the 15<sup>th</sup> day of December, 2000. The approvals of the Board of Directors and shareholder of Tire Service Company, Inc., a Pennsylvania corporation ("Subsidiary"), and Parent's shareholder are not required.

**SECOND:** The Effective Date of these Articles of Merger shall be the date and time filed with the Florida Secretary of State in accordance with Chapter 607 of the Florida Statutes.

**THIRD:** At the Effective Date the following actions will occur in accordance with the Plan of Merger:

- a. The Subsidiary shall be merged with and into the Parent (hereinafter, the "Merger").
- b. The Articles of Incorporation of the Parent as in effect immediately prior to the Effective Date shall thereafter continue in full force and effect as the Articles of Incorporation of Parent until altered or amended as provided therein or by law.
- c. The currently issued and outstanding shares of common stock of Parent owned by its shareholder immediately prior to the Merger shall remain as the issued and outstanding common stock of Parent after the Merger.
- d. Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.
- e. The address of the principal office of Parent is 2021 Sunnydale Boulevard, Clearwater, Florida 33765.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 15<sup>th</sup> day of December, 2000.

PARENT CORPORATION:

MORGAN TIRE & AUTO, INC.

By: [Signature]  
W. Thompson Thorn, III, Assistant Secretary

SUBSIDIARY CORPORATION:

TIRE SERVICE COMPANY, INC.

By: [Signature]  
W. Thompson Thorn, III, Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2000, by W. Thompson Thorn, III, who is known to me, or who provided \_\_\_\_\_ as identification, and who did take an oath, as Assistant Secretary of Morgan Tire & Auto, Inc., a Florida corporation, on behalf of said corporation.

Notary Public [Signature]  
Print Name: Lonell Matthews  
My Commission Expires: MY COMMISSION # CC949697 EXPIRES July 25, 2004 BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2000, by W. Thompson Thorn, III, who is known to me, or who provided \_\_\_\_\_ as identification, and who did take an oath, as Assistant Secretary of Tire Service Company, Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public [Signature]  
Print Name: Lonell Matthews  
My Commission Expires: MY COMMISSION # CC949697 EXPIRES July 25, 2004 BONDED THRU TROY FAIR INSURANCE, INC.

**EXHIBIT A**

**PLAN OF MERGER**

THIS PLAN OF MERGER, made and entered into as of this <sup>15<sup>th</sup></sup> day of December, 2000, by and between Morgan Tire & Auto, Inc., a Florida corporation ("Parent"), and Tire Service Company, Inc., a Pennsylvania corporation ("Subsidiary").

**WITNESSETH:**

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (hereinafter called the "Merger"), and Parent's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein.

WHEREAS, Parent owns 100% of the outstanding capital stock of Subsidiary.

WHEREAS, the Board of Directors of Parent has determined that it is advisable and in the best interests of Parent that Subsidiary be merged into Parent, on the terms and conditions set forth in accordance with §607.1104 of the Florida Statutes and §1921 of the Pennsylvania Statutes.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

**ARTICLE I**

**THE MERGER**

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.
2. On the Effective Date, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary shall thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

## **ARTICLE II**

### **EFFECTS OF THE MERGER**

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Florida Statutes.

## **ARTICLE III**

### **TERMS OF THE TRANSACTION; CONVERSION OF SHARES**

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

## **ARTICLE IV**

### **APPROVAL**

This Plan of Merger was adopted by the Board of Directors of Parent. The approvals of the Board of Directors and shareholder of Subsidiary and Parent's shareholder are not required.

## **ARTICLE V**

### **ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation and Bylaws of Parent until the same shall be altered, amended or repealed.

## **ARTICLE VI**

### **BOARD OF DIRECTORS, OFFICERS AND SHAREHOLDERS**

The Board of Directors, officers and shareholders of Parent in effect immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the Directors, officers and shareholders of Parent until the directors' and officers' successors are elected and qualified or the shareholders transfer their ownership in Parent.

## **ARTICLE VII**

### **ASSIGNMENT**

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the

title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

#### **ARTICLE VIII**

##### **EXPENSES**

Parent shall pay all expenses of accomplishing the Merger.

#### **ARTICLE IX**

##### **AMENDMENT**

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

#### **ARTICLE X**

##### **TERMINATION**


If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subsidiary and Parent have signed this Agreement under their corporate seals the day and year first above written.

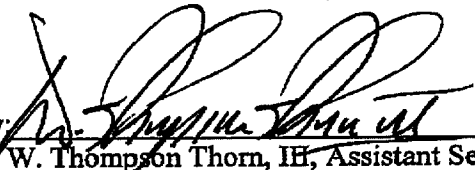
PARENT CORPORATION:

MORGAN TIRE & AUTO, INC.

By:   
W. Thompson Thorn, III, Assistant Secretary

SUBSIDIARY CORPORATION:

TIRE SERVICE COMPANY, INC.

By:   
W. Thompson Thorn, III, Assistant Secretary



200097-1682

Filed in the Department of  
State on DEC 29 2000

Secretary of the Commonwealth

2865704  
STATE OF PENNSYLVANIA  
ARTICLES OF MERGER OF

TIRE SERVICE COMPANY, INC.  
a Pennsylvania corporation

INTO

MORGAN TIRE & AUTO, INC.  
a Florida corporation

Pursuant to §1921 of the Pennsylvania Statutes, the undersigned corporations adopt the following Articles of Merger:

**FIRST:** The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors of Morgan Tire & Auto, Inc., a Florida corporation ("Parent"), as of the 5<sup>th</sup> day of December, 2000. The approvals of the Board of Directors and sole shareholder of Tire Service Company, Inc., a Pennsylvania corporation ("Subsidiary"), and Parent's shareholder are not required.

**SECOND:** The Effective Date of these Articles of Merger shall be the date and time filed with the Florida Secretary of State in accordance with Chapter 607 of the Florida Statutes.

**THIRD:** At the Effective Date the following actions will occur in accordance with the Plan of Merger:

- a. The Subsidiary shall be merged with and into the Parent (hereinafter, the "Merger").
- b. The Articles of Incorporation of the Parent as in effect immediately prior to the Effective Date shall thereafter continue in full force and effect as the Articles of Incorporation of Parent until altered or amended as provided therein or by law.
- c. The currently issued and outstanding shares of common stock of Parent owned by its shareholder immediately prior to the Merger shall remain as the issued and outstanding common stock of Parent after the Merger.
- d. Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.
- e. The address of the principal office of Parent is 2021 Sunnydale Boulevard, Clearwater, Florida 33765.

PA DEPT OF STATE  
2000 DEC 29 AM 8:38

200097-1683

f. The address of the registered office of Subsidiary is 500 Gravers Road, Plymouth Meeting, Pennsylvania 19462.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 15<sup>th</sup> day of December, 2000.

PARENT CORPORATION:

MORGAN TIRE & AUTO, INC.

By: [Signature]  
W. Thompson Thorn, III, Assistant Secretary


SUBSIDIARY CORPORATION:

TIRE SERVICE COMPANY, INC.

By: [Signature]  
W. Thompson Thorn, III, Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2000, by W. Thompson Thorn, III, who is known to me, or who provided \_\_\_\_\_ as identification, and who did take an oath, as Assistant Secretary of Morgan Tire & Auto, Inc., a Florida corporation, on behalf of said corporation.

Notary Public [Signature]  
Print Name: Lonell Matthews  
My Commission Expires  MY COMMISSION # CC749697 EXPIRES July 25, 2004 BONDED THRU TROY PAIR INSURANCE, INC.

200097-1684

STATE OF FLORIDA            )  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2000, by W. Thompson Thom, III, who is known to me, or who provided \_\_\_\_\_ as identification, and who did take an oath, as Assistant Secretary of Tire Service Company, Inc., a Pennsylvania corporation, on behalf of said corporation.

Notary Public  
Print Name:  
My Commission Expires:



Lonell Matthews  
MY COMMISSION # CC949677 EXPIRES  
July 25, 2004  
BONDED THROUGH FARM BUREAU, INC.

200097-1685

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER, made and entered into as of this 15<sup>th</sup> day of December, 2000, by and between Morgan Tire & Auto, Inc., a Florida corporation ("Parent"), and Tire Service Company, Inc., a Pennsylvania corporation ("Subsidiary").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (hereinafter called the "Merger"), and Parent's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein.

WHEREAS, Parent owns 100% of the outstanding capital stock of Subsidiary.

WHEREAS, the Board of Directors of Parent has determined that it is advisable and in the best interests of Parent that Subsidiary be merged into Parent, on the terms and conditions set forth in accordance with §607.1104 of the Florida Statutes and §1921 of the Pennsylvania Statutes.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.
2. On the Effective Date, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger

200097-1686

becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary shall thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

## ARTICLE II

### EFFECTS OF THE MERGER

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Florida Statutes.

## ARTICLE III

### TERMS OF THE TRANSACTION; CONVERSION OF SHARES

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

## ARTICLE IV

### APPROVAL

This Plan of Merger was adopted by the Board of Directors of Parent. The approvals of the Board of Directors and shareholder of Subsidiary and Parent's shareholder are not required.

## ARTICLE V

### ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation and Bylaws of Parent until the same shall be altered, amended or repealed.

## ARTICLE VI

### BOARD OF DIRECTORS, OFFICERS AND SHAREHOLDERS

The Board of Directors, officers and shareholders of Parent in effect immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the Directors, officers and shareholders of Parent until the directors' and officers' successors are elected and qualified or the shareholders transfer their ownership in Parent.

200097-1687

**ARTICLE VII**

**ASSIGNMENT**

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

**ARTICLE VIII**

**EXPENSES**

Parent shall pay all expenses of accomplishing the Merger.

**ARTICLE IX**

**AMENDMENT**

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

**ARTICLE X**

**TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

[SIGNATURES ON THE FOLLOWING PAGE]

200097-1688

IN WITNESS WHEREOF, Subsidiary and Parent have signed this Agreement under their corporate seals the day and year first above written.

PARENT CORPORATION:

MORGAN TIRE & AUTO, INC.

By:   
W. Thompson Thorn, III, Assistant Secretary

SUBSIDIARY CORPORATION:

TIRE SERVICE COMPANY, INC.

By:   
W. Thompson Thorn, III, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

AUGUST 08, 2001

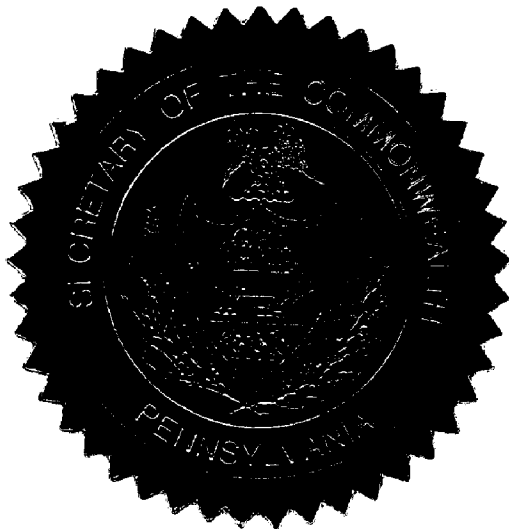
TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

MORGAN TIRE & AUTO, INC.

I, Kim Pizzingrilli, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Merger

which appear of record in this department

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.



Secretary of the Commonwealth

DPOS

**TRADEMARK**  
**REEL: 002352 FRAME: 0172**



08-13-2001

U.S. Patent & TMOfr/TM Mail Ropt Dt. #71

D

**SHUMAKER, LOOP & KENDRICK, LLP**  
ATTORNEYS AT LAW

BANK OF AMERICA PLAZA, SUITE 2800  
101 EAST KENNEDY BOULEVARD  
TAMPA, FLORIDA 33602  
(813) 229-7600  
FAX (813) 229-1660

OTHER OFFICES:  
CHARLOTTE, NC  
COLUMBUS, OH  
TOLEDO, OH

MAILING ADDRESS:

POST OFFICE BOX 172609  
TAMPA, FLORIDA 33672-0609

August 10, 2001

Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Re: Merger of Tire Service Company, Inc., a Pennsylvania corporation, with and into Morgan Tire & Auto, Inc., a Florida corporation

Dear Sir or Madam:

Tire Service Company, Inc., a Pennsylvania corporation, is the owner of record of the following registrations with the United States Patent and Trademark Office:

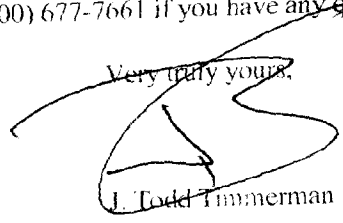
<u>Mark</u>	<u>Registration No.</u>
AVELLINO'S	1,920,196
AVELLINO'S TIRE & AUTO SERVICE CENTERS	1,920,195
SMARTSERVICE	1,936,380

On December 29, 2000, Tire Service Company, Inc., a Pennsylvania corporation, merged with and into Morgan Tire & Auto, Inc., a Florida corporation. The surviving corporation was Morgan Tire & Auto, Inc., a Florida corporation.

Enclosed are certified copies of the Articles of Merger from the Florida and Pennsylvania Departments of State for the above-referenced event, a Recordation Form Cover Sheet, a check in the amount of Ninety and 00/100 Dollars (\$90.00) in payment of the filing fee, and a return receipt postcard. Please return the postcard to the attention of the undersigned upon receipt.

Please call the undersigned at (800) 677-7661 if you have any questions regarding this matter.

Very truly yours,



J. Todd Timmerman

JTT

Enclosures

cc: Morgan Tire & Auto, Inc.



RECORDED: 08/12/2001

TRADEMARK  
REEL: 002352 FRAME: 0173