

09-20-2001

FORM PTO-1594
(Rev. 6-93)
OM'3 No. 0651-0011 (exp. 4/94)
M&G 11855.0001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101849498

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

1. Name of conveying party(ies):
Dyna Technology, Inc. **91701**

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Wyoming
 Other: _____

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

2. Name and address of receiving party(ies):
Dyna Technology, Inc.
225 Cordova Avenue
Le Center, Minnesota 56057

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Utah
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be 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: December 31, 1998

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

A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)
	344952 HOME POWER
	648886 CONSERV-ER

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John L. Beard, Esq.
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

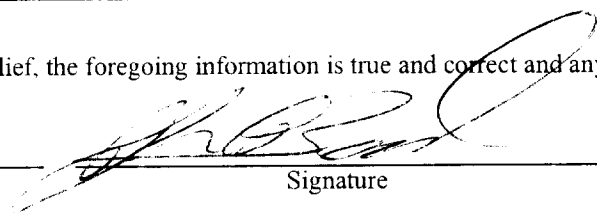
6. Total number of applications and trademarks involved: 12

7. Total fee (37 CFR 3.41): \$315.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.



Name of Person Signing Signature Date 7/30/01

Total number of pages including cover sheet, attachments, and document: 7

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

9/20/2001 LMUELLER 00000033 344952

01 FC:481 40.00 OP
02 FC:482 275.00 OP

TRADEMARK
REEL: 002369 FRAME: 0942

<u>Registration Number</u>	<u>Mark</u>
668938	WINCHARGER
671116	WINCO
726454	MAXI-WATT
757645	FULL POWER
821075	MAXI-WATT ELECTRONIC VOLTAGE REGULATOR MAXIMUM POWER
883690	POWR-PAK
887464	ECON-O-MIZER
1018382	WINCO
1254333	DYNA
2007679	ADVANCE POWER

ARTICLES OF MERGER

OF

Dyna Technology, Inc., a Wyoming corporation.

WITH AND INTO

Dyna Technology, Inc., a Utah corporation.

Pursuant to the provisions of Section 16-10a-1105 of the Utah Revised Business Corporation Act (the "Utah Act"), Dyna Technology, Inc., a Wyoming corporation, and Dyna Technology, Inc., a Utah corporation, execute the following Articles of Merger:

1. Attached as Exhibit A, and incorporated by this reference, is the Plan of Merger dated December 31, 1998 (the "Plan of Merger"), which sets forth the terms of the merger of Dyna Technology, Inc., a Wyoming corporation, with and into Dyna Technology, Inc., a Utah corporation (the "Merger").

2. The number of outstanding shares of Dyna Technology, Inc., a Wyoming corporation and the number of votes entitled to be cast by the holder of such shares, as of December 31, 1998, was 10,000. Pursuant to a Unanimous Written Consent of Sole Shareholder executed by the sole shareholder of Dyna Technology, Inc., a Wyoming corporation as of December 31, 1998, in accordance with the requirements of the Utah Act, the sole shareholder of Dyna Technology, Inc., a Wyoming corporation approved the Merger by unanimous written consent.

3. The number of outstanding shares of Dyna Technology, Inc., a Utah corporation the number of votes entitled to be cast by the holder of such shares, as of Dyna Technology, Inc., a Utah corporation, was 10,000. Pursuant to a Unanimous Written Consent of Sole Shareholder executed by the sole shareholder of Dyna Technology, Inc., a Utah corporation as of December 31, 1998, in accordance with the requirements of the Utah Act, the sole shareholder of Dyna Technology, Inc., a Utah corporation approved the Merger by unanimous written consent.

EXECUTED as of the 31 day of December, 1998.

Dyna Technology, Inc.,
a Wyoming corporation

By: _____

Its: PRES/CEO

Dyna Technology, Inc.,
a Utah corporation

By: _____

Its: PRES/CEO

TRADEMARK

REEL: 002369 FRAME: 0944

EXHIBIT A
PLAN OF MERGER

PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan") is entered into as of the 31 day of December, 1998, by and between Dyna Technology, Inc., a Wyoming corporation and Dyna Technology, Inc., a Utah corporation.

Recitals:

A. Dyna Technology, Inc. a Wyoming corporation. is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Wyoming.

B. Dyna Technology, Inc., a Utah corporation is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Utah.

C. The respective Boards of Directors of Dyna Technology, Inc. a Wyoming corporation and Dyna Technology, Inc., a Utah corporation deem it advisable for the mutual benefit of each of Dyna Technology, Inc., a Wyoming corporation and Dyna Technology, Inc., a Utah corporation that Dyna Technology, Inc., a Wyoming corporation, be merged with and into Dyna Technology, Inc., a Utah corporation (the "Merger") upon the terms and subject to the conditions set forth herein and in accordance with the Utah Revised Business Corporation Act (the "Utah Act") and the Wyoming Business Corporation Act (the "Wyoming Act").

D. Dyna Technology, Inc., a Wyoming corporation, and Dyna Technology, Inc., a Utah corporation and their respective Boards of Directors and shareholders have approved this Plan.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants contained herein. the parties hereto agree as follows:

1. The Merger. At the Effective Time (as hereinafter defined), Dyna Technology, Inc., a Wyoming corporation, shall be merged with and into Dyna Technology, Inc., a Utah corporation in accordance with the Utah Act and the Wyoming Act and the separate corporate existence of Dyna Technology, Inc. shall cease. (Dyna Technology, Inc., a Wyoming corporation, is sometimes referred to herein as the "Constituent Corporation," and Dyna Technology, Inc., a Utah corporation, in its capacity as the corporation surviving the Merger, is sometimes referred to herein as the "Surviving Corporation.")

2. Effective Time. The Merger shall become effective on January 2, 1998⁹. This Plan, together with appropriate Articles of Merger, shall be filed with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Utah Division") in accordance with the Utah Act and with the Wyoming Secretary of State in accordance with the Wyoming Act. January 2, 1998⁹ shall sometimes be referred to as the "Effective Time."

3. Effect of the Merger. The Merger shall have the effects set forth in Section 1106 of the


4. Articles of Incorporation. The Articles of Incorporation of Dyna Technology, Inc., a Utah corporation as in effect immediately prior to the Effective Time shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law, and shall not be affected by the Merger.
5. Bylaws. The Bylaws of Dyna Technology, Inc., a Utah corporation, as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.
6. Directors and Officers.
 - (a) The directors of Dyna Technology, Inc., a Utah corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation until their successors have been elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.
 - (b) The officers of Dyna Technology, Inc., a Utah corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their successors shall have been elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation, or the Bylaws of the Surviving Corporation.
7. Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Dyna Technology, Inc., a Wyoming corporation, Dyna Technology, Inc., a Utah corporation, or the shareholders thereof, each share of the common stock, no par value, of Dyna Technology, Inc., a Wyoming corporation, issued and outstanding immediately prior to the Effective Time, shall be exchanged for a share of Dyna Technology, Inc., a Utah corporation, issued and outstanding immediately prior to the Effective Time.
8. Termination or Abandonment. This Plan may be terminated and the Merger abandoned at any time prior to the Effective Time by the mutual written consent of the respective Boards of Directors of the Constituent Corporation and the Surviving Corporation. In the event of termination of this Plan as herein provided, Dyna Technology, Inc., a Wyoming corporation, Dyna Technology, Inc., a Utah corporation, and their respective Boards of Directors and shareholders shall not be liable to each other or the directors or shareholders of each other.
9. Shareholder Approval. This Plan shall be submitted to the shareholder of the Constituent Corporation as provided by the laws of Utah and Wyoming. After the approval or adoption thereof by the shareholder of the Constituent Corporation in accordance with the requirements of all applicable laws, all required documents shall be executed, filed and recorded, and all required

acts shall be done to accomplish the Merger under the provisions of the laws of Wyoming and Utah.

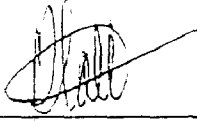
10. Governing Law. This Plan shall be governed in all respects by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Plan by their duly authorized officers as of the date first above written.

Dyna Technology, Inc.,
a Wyoming corporation

By: 
Its: PRES/CEO

Dyna Technology, Inc.,
a Utah corporation

By: 
Its: PRES/CEO