

10-09-2001

TRADEMARK



101867202

18-1-01

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

#### Conveying Party

Mark if additional names of conveying parties

Execution Date  
Month Day Year

Name

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/Country

Zip Code

- Individual  General Partnership  Limited Partnership

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.)

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

10/05/2001 DBYRNE 00000074 707438

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, DC 20231

TRADEMARK

REEL: 002379 FRAME: 0215

**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

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.

#

**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="707,438"/> | <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"/>                 | <input type="text"/> | <input type="text"/> |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

Authorization to charge additional fees:

Yes

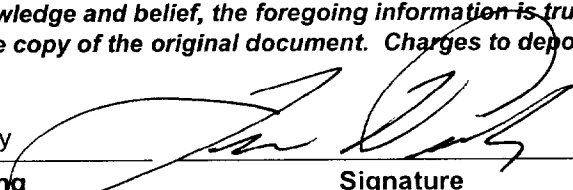
No

**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 deposit account are authorized, as indicated herein.

Francis M. Pinckney

Name of Person Signing



Signature

September 28, 2001

Date Signed

1997060152

APPROVED  
AND  
FILED  
IND. SECRETARY OF STATE  
1997060152

ARTICLES OF MERGER  
of  
NEW SCHULT CORPORATION  
with and into  
GOLDEN WEST HOMES

N/L

Pursuant to Section 23-1-40-5 of the Indiana Business Corporation Law, the undersigned California corporation, as the surviving corporation in a merger, hereby submits the following Articles of Merger:

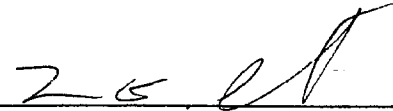
1. The name of the surviving corporation is Golden West Homes, a corporation organized under the laws of California; and the name of the merged corporation is New Schult Corporation, a corporation organized under the laws of Indiana.
2. Attached is a copy of the Agreement and Plan of Merger that was duly adopted in the manner prescribed by law.
3. The Agreement and Plan of Merger was approved unanimously by the Board of Directors of the surviving corporation by written consent dated September 25, 1998. Prior to the consummation of the merger effected hereby, the surviving corporation had outstanding 1,000 shares of Common Stock, each of which entitled the holder thereof to one vote with respect to approval of the Agreement and Plan of Merger. All of the surviving corporation's outstanding shares were voted in favor of the Agreement and Plan of Merger by unanimous written consent dated September 25, 1998.
4. The Agreement and Plan of Merger was approved unanimously by the Board of Directors of the merged corporation by unanimous written consent dated September 25, 1998. Prior to the consummation of the merger effected hereby, the merged corporation had outstanding 100 shares of Common Stock, each of which entitled the holder thereof to one vote with respect to approval of the Agreement and Plan of Merger. All of the merged corporation's outstanding shares were voted in favor of the Agreement and Plan of Merger by unanimous written consent dated September 25, 1998.
5. These Articles of Merger will be effective at 12:01 a.m. on October 1, 1998 or at such later time as these Articles of Merger are filed with the Indiana Secretary of State.

\* \* \*

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LIB: CH

IN WITNESS WHEREOF, the undersigned hereby executes these Articles of Merger on behalf of the surviving corporation, subject to penalties of perjury that statements contained herein are true as of this 25th day of September, 1998.

GOLDEN WEST HOMES

By:   
Myles E. Standish  
Vice President

**AGREEMENT AND PLAN OF MERGER  
BETWEEN  
GOLDEN WEST HOMES  
AND  
NEW SCHULT CORPORATION**

This Agreement and Plan of Merger between GOLDEN WEST HOMES, a California corporation ("Golden West"), and NEW SCHULT CORPORATION, an Indiana corporation ("New Schult"), sets forth the terms and conditions upon which, at the Effective Time (herein defined), New Schult Corporation shall be merged with and into Golden West Homes:

**1. Constituent Corporations, Merging Corporations and Surviving Corporation.**

The constituent corporations party to this Agreement and Plan of Merger (the "Constituent Corporations") are Golden West and New Schult. Pursuant hereto New Schult shall be merged with and into Golden West (the "Merger"), and Golden West shall be the surviving corporation in the Merger (the "Surviving Corporation"), with its corporate name remaining "Golden West Homes" after the Merger.

**2. Effective Time.**

The Merger shall become effective as of 12:01 a.m. on October 1, 1998 or at such later time as all necessary filings shall have been made (the "Effective Time") with the Indiana Secretary of State and the California Secretary of State.

**3. Terms and Conditions of Merger.**

- (a) The Merger shall be effected pursuant to the provisions of the California General Corporation Law and the Indiana Business Corporation Law and in accordance with the terms set forth in this Agreement and Plan of Merger. The Merger may be abandoned at any time before the Effective Time by action of the Board of Directors of either of the Constituent Corporations, notwithstanding the prior approval of the shareholders of the Constituent Corporations.
- (b) At the Effective Time, New Schult will be merged with and into Golden West with the effects set forth in Section 1100 et. seq. of the California General Corporation Law and Section 23-1-40-6 of the Indiana Business Corporation Law, and the separate corporate existence of New Schult shall cease and the corporate existence of Golden West shall continue as the Surviving Corporation. The Articles of Incorporation and Bylaws of Golden West as in effect immediately prior to the Effective Time shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation after the Effective Time until they may be thereafter duly amended in accordance with applicable law. The officers and directors of Golden West in office immediately prior to the Effective Time shall continue as the officers and directors of the Surviving Corporation after the Effective Time until their

successors are duly elected or appointed, as the case may be, and qualified in accordance with the Bylaws of Golden West and all applicable law.

**4. Manner and Basis of Conversion and Exchange of Shares.**

At the Effective Time, the outstanding shares of the Constituent Corporations will be converted, exchanged and cancelled as follows:

- (a) Common Parent. Golden West's outstanding capital stock consists of 1,000 shares of Common Stock (the "GW Stock"). New Schult's outstanding capital stock consists of 100 shares of Common Stock (the "New Schult Stock"). All of the outstanding shares of the GW Stock are owned by Oakwood Homes Corporation. All the outstanding shares of the New Schult Stock are owned by Schult Homes Corporation, a wholly-owned subsidiary of Oakwood Homes Corporation.
- (b) Conversion of Shares. At the Effective Time, each issued and outstanding share of GW Stock shall be converted into one share of the Common Stock of the Surviving Corporation and each issued and outstanding share of New Schult Stock shall be cancelled and the holders thereof shall have no further rights with respect thereto so that immediately following the consummation of the Merger all 1,000 outstanding shares of Common Stock of the Surviving Corporation shall be owned beneficially and of record by Oakwood Home Corporation.
- (c) Fractional Shares. No fractional shares will be issued.
- (d) Surrender of Share Certificates. Each holder of shares of GW Stock, upon surrender to the Surviving Corporation for cancellation of the one or more certificates representing such shares, shall thereafter be entitled to receive a certificate representing the number of shares of the Common Stock of the Surviving Corporation as determined pursuant to Section 4(b) above. Until surrender as hereinabove provided, each outstanding certificate which prior to the Effective Time represented shares of GW Stock shall be deemed for all corporate purposes, to evidence the aggregate number of shares of Common Stock of the Surviving Corporation as determined by Section 4(b) above.

**5. Certification of Approval.**

Written consent of the shareholders of the Constituent Corporations approving the Merger has been given in accordance with Section 23-1-40-3 of the Indiana Business Corporation Law and Section 1201 of the California General Corporation Law.

\* \* \*

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by the respective Boards of Directors and shareholders, have caused this Agreement and Plan of Merger to be signed in their respective corporate names.

GOLDEN WEST HOMES

By: \_\_\_\_\_  
Myles E. Standish  
Vice President

NEW SCHULT CORPORATION

By: \_\_\_\_\_  
Douglas R. Muir  
Vice President