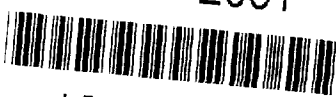


10-26-2001  


101887530  
**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

15

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New 10/15/01
- 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 Effective Date  
Month Day Year
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

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

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 2389 FRAME: 0642**

**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="1,207,123"/>	<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.

Jeannette L. Knudsen *Jeannette Knudsen* 10-11-01  
 Name of Person Signing Signature Date Signed

Registrant: Ravens, Inc.  
Registration No: 1,207,123  
Issued: 9/7/1982  
Mark: Design (Overlapping Concentric Swirls on Metal)

Assistant Commission for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Sir:

**REVOCATION OF POWER OF ATTORNEY**

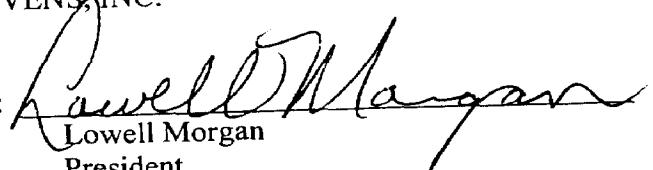
I hereby revoke all previous powers of attorney or authorization of agent given in the above-identified application.

**POWER OF ATTORNEY**

Applicant hereby appoints: Jeannette L. Knudsen, Louis F. Wagner and David P. Dureska, of Buckingham, Doolittle & Burroughs, LLP, 50 S. Main Street, Akron, Ohio 44308, members of the Bar of the State of Ohio, to transact all business in the Patent and Trademark Office in connection with the above-referenced mark. All inquiries and correspondence should be directed to Jeannette L. Knudsen at:

Buckingham, Doolittle & Burroughs, LLP  
50 South Main Street  
P.O. Box 1500  
Akron, Ohio 44309-1500  
Direct Phone: (330) 643-0350  
Direct Fax: (330) 252-5350  
Email: JKnudsen@bdblaw.com.

RAVENS, INC.

By:   
Lowell Morgan  
President

Date: September 24, 2001

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State of Delaware  
Office of the Secretary of State PAGE 1

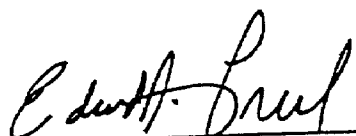
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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:  
"RAVENS METAL PRODUCTS, INC.", A WEST VIRGINIA CORPORATION, WITH AND INTO "RAVENS METAL PRODUCTS, INC. (DELAWARE)" UNDER THE NAME OF "RAVENS METAL PRODUCTS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 1986, AT 2:15 O'CLOCK P.M.



2100603 8100M

991136329

  
Edward J. Freel, Secretary of State

AUTHENTICATION: 9679257

DATE: 04-09-99

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FILED

NOV 26 1986 2:15 P.M.

AGREEMENT OF MERGER

  
SECRETARY OF STATE

This Agreement of Merger, dated as of September 4, 1986 (this "Agreement"), by and between Ravens Metal Products, Inc. (Delaware), a Delaware corporation ("Ravens Delaware"), and Ravens Metal Products, Inc., a West Virginia corporation ("Ravens West Virginia") (Ravens Delaware and Ravens West Virginia are hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the Board of Directors of each Constituent Corporation deems a merger of the Constituent Corporations (the "Merger") desirable and in the best interest of the stockholders of each such corporation, and by resolution duly adopted has approved and adopted this Agreement and has directed that it be submitted to the stockholders of each such corporation for approval and adoption;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed, and do hereby agree, subject to the terms and conditions herein set forth, as follows:

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ARTICLE I

In accordance with the provisions of the General Corporation Law of the State of Delaware, and pursuant to 8 Del. C. §252, Ravens West Virginia shall be merged with and into Ravens Delaware, which shall be, and is herein sometimes referred to as, the "Surviving Corporation."

ARTICLE II

Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Ravens Delaware shall continue unaffected and unimpaired by the merger and the corporate franchises, existence and rights of Ravens West Virginia shall be merged into Ravens Delaware and Ravens Delaware shall, as the Surviving Corporation, be fully vested therewith. The separate existence and corporate organization of Ravens West Virginia, except insofar as they may be continued by statute, shall cease when the merger shall be effective.

This Agreement and the Merger shall become effective on the day and at the time at which the taking of the following actions shall have been completed: (i) this Agreement shall have been adopted by the stockholders of the Constituent Corporations in accordance with the requirements of the laws of the States of Delaware and West Virginia and that fact shall have been certified hereon by the Secretary or an Assistant

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Secretary of each of the Constituent Corporations under its corporate seal, and (ii) this Agreement, adopted and certified as aforesaid, shall have been executed, acknowledged and filed in accordance with Section 103 of the General Corporation Law of the State of Delaware and (iii) a Certificate of Merger shall have issued pursuant to Section 36 of the West Virginia Corporation Act. The time when this Agreement and the Merger shall become effective as aforesaid is herein called the "Effective Time of the Merger."

### ARTICLE III

(a) At the Effective Time of the Merger, (i) the Certificate of Incorporation (the "Certificate") and the By-Laws (the "By-Laws") of Ravens Delaware shall become the Certificate of Incorporation and the By-Laws of the Surviving Corporation, except that the name of the Surviving Corporation shall be Ravens Metals Products, Inc. and Article 1 of the Certificate shall be amended and restated, and shall be deemed to have been amended and restated, as follows:

The name of the corporation (the "Corporation") is Ravens Metal Products, Inc.

and (ii) the Certificate, as amended, and the By-Laws shall thereafter continue to be the certificate of incorporation and the by-laws of the Surviving Corporation until changed as provided by applicable law.

(b) At the Effective Time of the Merger, the officers and directors of the Surviving Corporation shall be the

officers and directors of Ravens Delaware immediately prior to the Effective Date of the Merger, subject to change as provided by applicable law.

#### ARTICLE IV

At the Effective Time of the Merger, each share of the common stock of Ravens West Virginia (the "Ravens West Virginia Common Stock") shall be converted by reason of the Merger and without any action on the part of the holders thereof into and become one share of common stock of Ravens Delaware (the "Ravens Delaware Common Stock"); the shares of Ravens West Virginia Common Stock so converted shall cease to exist as such and shall exist only as shares of Ravens Delaware Common Stock. Shares of Ravens West Virginia Common Stock held in treasury shall be retired and cancelled. No exchange of certificates representing shares of Ravens West Virginia Common Stock converted pursuant to this Article shall be required; and from and after the Effective Time of Merger and until certificates representing such Ravens West Virginia Common Stock are presented for exchange or registration of transfer, all such certificates shall be deemed for all purposes to represent the same number of shares of Ravens Delaware Common Stock into which they were so converted. Except as otherwise provided by applicable law, after the Effective Time of Merger, whenever certificates which formally represented shares of

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Ravens West Virginia Common Stock are presented for exchange or registration of transfer, the Surviving Corporation will cause to be issued in respect thereof certificates representing an equal number of shares of the Surviving Corporation. If any certificate representing Ravens Delaware Common Stock is to be issued in a name other than that of the registered holder of the Certificate representing Ravens West Virginia Common Stock presented, it shall be a condition of issuance that (a) the certificate so surrendered shall be properly endorsed or accompanied by a stock power and shall otherwise be in proper form for transfer and (b) the person requesting such issuance shall pay to the Surviving Corporation or its transfer agent any transfer or other taxes required by reason of the issuance of certificates representing Ravens Delaware Common Stock in a name other than that of the registered holder of the certificate presented, or shall establish to the satisfaction of the Surviving Corporation or its transfer agent that such taxes have been paid or are not applicable.

#### ARTICLE V

At the Effective Time of the Merger, all the rights, privileges, powers and franchises, of a public as well as a private nature, and all the property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to either of them on whatever account, including subscriptions to

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shares and all other things in action, or belonging to either of them, shall be taken and deemed to be transferred to, and shall be vested in, the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate, whether vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but the Surviving Corporation shall thenceforth be liable for debts, liabilities, obligations, duties and penalties of each of the Constituent Corporations, and all said debts, liabilities, obligations, duties and penalties of each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by it. No liability or obligation due or to become due at the Effective Time of the Merger, or any claim or demand for any cause then existing against either of the Constituent Corporations or any stockholder, officer or director thereof, shall be released or impaired by the Merger, and all rights of creditors and all liens upon property of either of the Constituent Corporations shall be preserved unimpaired.

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## ARTICLE VI

From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, Raven, West Virginia shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, and its successors and assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in Article V hereof and otherwise to carry out the intent and purposes of this Agreement.

## ARTICLE VII

(a) Subject to the provisions of this Article VII, this Agreement shall be submitted at the earliest practicable date to the stockholders of each of the Constituent Corporations for adoption and, if adopted by the vote or written consent of such stockholders as required by the laws of the States of Delaware and West Virginia (as appropriate in context) shall be made effective as soon as practicable thereafter in the manner provided in Article II hereof.

(b) This Agreement may be terminated by action of either or both of the Boards of Directors of the Constituent

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Corporations at any time prior to the Effective Time of the Merger whether before or after approval and adoption of this Agreement by the shareholders of Ravens West Virginia if either or both of such Boards of Directors determines that consummation of the transactions provided for herein would not, for any reason, be in the best interests of a Constituent Corporation and its shareholders. Without limiting the generality of the foregoing, this Agreement may be terminated by action of either or both of the Boards of Directors of the Constituent Corporations if prior to or at the Effective Time of the Merger there shall be any action or proceeding pending or threatened by or before any court or other governmental body or authority which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or which might affect the right of the Surviving Corporation to own, operate or control after the Effective Time of the Merger the stock, assets, property or business of Ravens West Virginia; and this Agreement may be terminated by action of either of the Boards of Directors of the Constituent Corporations prior to or at the Effective Time of the Merger if the other Constituent Corporation shall fail to comply in any material respect with any of its agreements contained herein or if any of the representations or warranties made herein shall be inaccurate in any material respect or if there shall have been any material, adverse change in the business or financial condition of the other Constituent Corporation after the date of this Agreement.

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ARTICLE VIII

(a) For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(b) At any time prior to the Effective Time of the Merger the parties hereto may by written agreement (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant thereto, and (iii) waive compliance with any of the covenants or agreements contained in this Agreement. Any agreement on the part of either party hereto for any such extension, waiver or change shall be validly and sufficiently authorized for the purposes of this Agreement if set forth in an instrument in writing signed on behalf of such party.

(c) This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware.

(d) This Agreement, including this section (d) of Article VIII of this Agreement, cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

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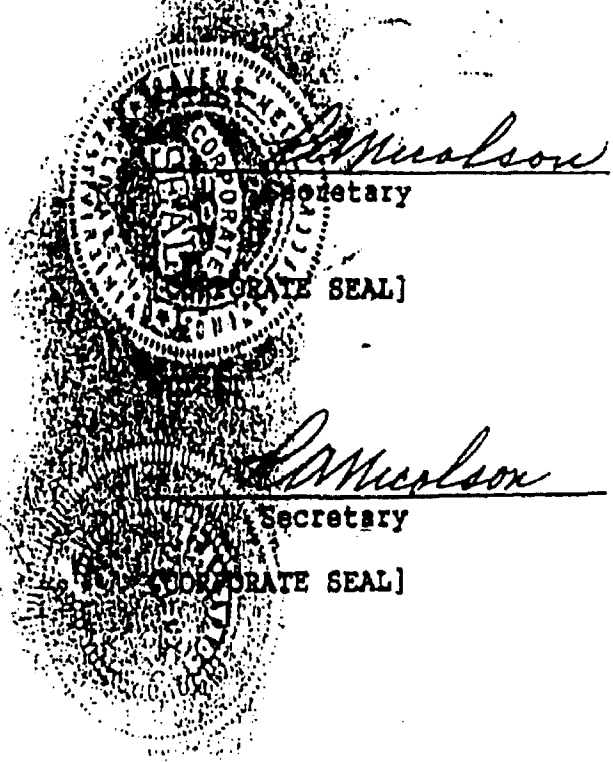
IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be signed in its name by its Chairman of the Board or its President and attested by its Secretary or Assistant Secretary and its corporate seal to be affixed hereto, all as of the date first above written.

RAVENS METAL PRODUCTS, INC.

By: Rodney E. Wilson  
Title: President

RAVENS METAL PRODUCTS, INC.  
(DELAWARE)

By: Rodney E. Wilson  
Title: President



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STATE OF DELAWARE )  
 ) SS:  
COUNTY OF NEW CASTLE )

ON THIS 4<sup>th</sup> DAY OF September, 1986, before  
me personally appeared Rodney E. Wilson,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of Ravens Metal Products, Inc., that  
the seal affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its Board  
of Directors; and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation and that the facts stated therein are true.

*[Handwritten Signature]*  
Notary Public

*4 October 1987*

My Commission Expires:




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STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE )

SS:

ON THIS 4<sup>th</sup> DAY OF September, 1986, before  
me personally appeared Rodney E. Wilson,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of Ravens Metal Products, Inc.  
(Delaware), that the seal affixed to the foregoing instrument  
is the corporate seal of said corporation, that said instrument  
was signed and sealed on behalf of said corporation by  
authority of its Board of Directors; and he acknowledged that  
the execution of the foregoing instrument was the free act and  
deed of said corporation and that the facts stated therein are  
true.

  
Notary Public

My Commission Expires:

4 October 1987



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RAVENS METAL PRODUCTS, INC. (DELAWARE)

CERTIFICATE

The undersigned, Secretary of Ravens Metal Products, Inc. (Delaware), a Delaware corporation (the "Corporation"), does hereby certify, as such Secretary and under the seal of the Corporation, that the Agreement of Merger to which this certificate is attached, having been first executed by the Corporation and Ravens Metal Products, Inc., a West Virginia corporation, was duly adopted by vote of the holders of the outstanding shares of capital stock of the Corporation entitled to vote on such Agreement of Merger given in accordance with the provisions of the General Corporation Law of the State of Delaware.

WITNESS, my hand and the seal of the Corporation on this 4TH day of SEPTEMBER, 1986.

*R. M. Nelson*

Secretary



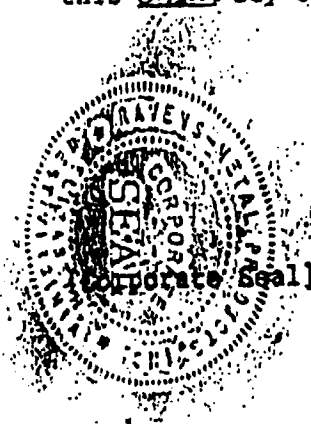
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RAVENS METAL PRODUCTS, INC.

CERTIFICATE

The undersigned, Secretary of Ravens Metal Products Inc., a West Virginia corporation (the "Corporation"), does hereby certify, as such Secretary and under the seal of the Corporation, that the Agreement of Merger to which this certificate is attached, having been first executed by the Corporation and Ravens Metal Products, Inc. (Delaware), a Delaware corporation, was duly adopted by vote of the holders of the outstanding shares of capital stock of the Corporation entitled to vote on such Agreement of Merger in accordance with the provisions of the West Virginia Corporation Act of the State of West Virginia.

WITNESS, my hand and the seal of the Corporation on this 24th day of November, 1986.



R. M. Muelson  
Secretary

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