

04-10-2002



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3/29/02

### 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 Effective Date  
Month Day Year
- Change of Name
- Other

#### 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/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

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FOR OFFICE USE ONLY

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40.00 OP

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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: 002479 FRAME: 0146**

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1743612"/>	<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.

Linda A. Heban, Esq.

3/12/02

Name of Person Signing

Signature

Date Signed

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this 30<sup>th</sup> day of June, 1998, by and among Standard Parking Corporation, an Illinois corporation ("SPC"), Standard/Wabash Parking Corporation, an Illinois corporation ("Standard/Wabash"), Standard Parking Corporation MW, an Illinois corporation ("SPC MW"), Standard Parking, L.P., a Delaware limited partnership ("SPLP"), Standard Parking I, L.L.C., a Delaware limited liability company ("SPI"), and Standard Parking II, L.L.C., a Delaware limited liability company ("SPII"), each of the foregoing, a direct or indirect wholly owned subsidiary of APCOA, Inc., a Delaware corporation ("Parent").

### WITNESSETH:

WHEREAS, Parent is the record holder of all of the issued and outstanding shares of the capital stock of SPC, Standard/Wabash and SPC MW; and

WHEREAS, Parent and SPC hold all of the issued and outstanding partnership interests of SPLP; and

WHEREAS, SPC and SPLP hold all of the issued and outstanding membership interests of SPI and SPII; and

WHEREAS, (i) § 18-209 of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "DLLCA"), authorizes the merger of a Delaware limited liability company with and into another Delaware limited liability company; (ii) § 17-211 of the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101, et seq. (the "DRULPA"), authorizes the merger of a Delaware limited partnership with and into a Delaware limited liability company; (iii) § 11.30 of the Illinois Business Corporation Act of 1983, as amended, 805 Ill. Comp. Stat. Ann. 5/1.01, et seq. (the "IBCA"), authorizes a parent corporation owning at least 90% of the outstanding shares of a corporation or corporations to merge any such corporation or corporation with another such corporation; and (iv) § 11.39 of the IBCA and § 18-209 of the DLLCA authorize the merger of a Delaware limited liability company with and into an Illinois corporation; and

WHEREAS, the parties hereto desire that (a) SPII, SPLP and SPI merge, following which SPI shall be the surviving entity; (b) SPC MW, Standard/Wabash and SPC merge, following which SPC shall be the surviving entity; and (c) subsequently, SPI and SPC merge, following which SPC shall be the surviving entity; and

WHEREAS, the Board of Directors of Parent has, in accordance with § 11.30 of the IBCA, approved the provisions of this Agreement in respect of the Illinois Merger (as defined herein) and the consummation of the Illinois Merger; and

WHEREAS, the Board of Directors of SPC has approved and adopted this Agreement and the consummation of the Mergers (as defined herein) and the other transactions contemplated hereby; and

WHEREAS, each of (i) Parent and SPC, as the holders of all of the issued and outstanding partnership interests of SPLP; and (ii) SPC and SPLP, as the holders of all of the issued and outstanding membership interests of SPI and SPII, has approved this Agreement and the consummation of the Mergers and the other transactions contemplated hereby;

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, the parties hereby agree as follows:

1. THE MERGERS. Subject to the terms and conditions of this Agreement, (A) at the Delaware Effective Time (as defined herein), SPII and SPLP shall be merged with and into SPI, in accordance with § 18-209 of the DLLCA and § 17-211 of the DRULPA, following which the separate existence of each of SP II and SPLP shall cease and SPI shall be the surviving limited liability company (the "Delaware Merger"); (B) at the Illinois Effective Time (as defined herein), SPC MW and Standard/Wabash shall be merged with and into SPC, in accordance with § 11.30 of the IBCA, following which the separate corporate existence of each of SPC MW and Standard/Wabash shall cease and SPC shall be the surviving corporation (the "Illinois Merger"); and (C) at the SPC Effective Time (as defined herein), SPI shall be merged with and into SPC, in accordance with § 11.39 of the IBCA and § 18-209 of the DLLCA, following which the separate existence of SPI shall cease and SPC shall be the surviving corporation (the "SPC Merger", and together with the Illinois Merger and the Delaware Merger, the "Mergers").

2. EFFECTS OF THE MERGERS. Upon the Delaware Effective Time, the Delaware Merger shall have the effects provided for in § 18-209 of the DLLCA and § 17-211 of the DRULPA. Upon the Illinois Effective Time, the Illinois Merger shall have the effects provided for in § 11.50 of the IBCA. Upon the SPC Effective Time, the SPC Merger shall have the effects provided for in § 11.50 of the IBCA and § 18-209 of the DLLCA.

3. ORGANIZATIONAL DOCUMENTS. The Operating Agreement of SPI in effect immediately prior to the Delaware Effective Time shall not be amended in any respect by reason of the Delaware Merger, and such Operating Agreement shall be the Operating Agreement of SPI, as the surviving entity of the Delaware Merger. The Articles of Incorporation and Amended and Restated By-Laws of SPC in effect immediately prior to the Illinois Effective Time shall not be amended in any respect by reason of the Illinois Merger or the SPC Merger, and such Articles of Incorporation and Amended and Restated By-Laws shall be the Articles of Incorporation and Amended and Restated By-Laws of SPC, as the surviving corporation of the Illinois Merger and the SPC Merger, unless and until amended in accordance with their terms and applicable law.

4. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors of SPC and the officers of SPC at the Illinois Effective Time shall be the initial members of the Board of Directors and officers of SPC, as the surviving corporation of the Mergers, and shall hold the same offices, with the same rights and duties attendant thereto, as existed immediately prior to the Illinois Effective Time. Such members of the Board of Directors and officers shall hold office from the SPC Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Articles of Incorporation and the Amended and Restated By-Laws of SPC, or as otherwise provided by applicable law.

5. **MANNER AND BASIS OF CONVERTING SHARES AND INTERESTS.**

(a) The manner and basis of converting the interests of the partners of SPLP and the interests of the members of SPI and SPII, forthwith upon the Delaware Effective Time, into interests of SPI shall be as follows:

1. Each of the issued and outstanding partnership interests of SPLP and membership interests of SPII and all rights in respect thereof, shall be canceled, retired and shall cease to exist, and no interests of any kind, or other consideration, shall be created in or issued to the holders of such shares; and
2. The membership interests of SPI shall not be affected, altered or modified in any respect by reason of the Delaware Merger, and shall remain as they were immediately prior to the Delaware Effective Time.

(b) The manner and basis of converting the shares of SPC MW, Standard/Wabash and SPC, forthwith upon the Illinois Effective Time, into shares of SPC shall be as follows:

1. Each of the issued and outstanding shares of capital stock of SPC MW and Standard/Wabash, and all rights in respect thereof, shall be canceled, retired and shall cease to exist, and no interests of any kind, or other consideration, shall be created in or issued to the holders of such shares; and
2. The shares of capital stock of SPC shall not be affected, altered or modified in any respect by reason of the Illinois Merger, and shall remain as they were immediately prior to the Illinois Effective Time.

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(c) The manner and basis of converting the shares of capital stock of SPC and the membership interests of SPI, forthwith upon the SPC Effective Time, into shares of SPC shall be as follows:

- 1. Each of the issued and outstanding membership interests of SPI, and all rights in respect thereof, shall be canceled, retired and shall cease to exist, and no interests of any kind, or other consideration, shall be created in or issued to the holders of such shares; and
- 2. The shares of capital stock of SPC shall not be affected, altered or modified in any respect by reason of the SPC Merger, and shall remain as they were immediately prior to the SPC Effective Time.

6. **FURTHER ASSURANCE OF TITLE.** If at any time SPC shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to SPC any right, title, or interest of (A) SPC MW or Standard/Wabash held immediately prior to the Illinois Effective Time or (B) SPI held immediately prior to the SPC Effective Time, as the case may be, SPC MW, Standard/Wabash or SPI, as the case may be, and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in SPC as shall be necessary to carry out the purposes of this Agreement, and SPC and the proper officers and directors thereof are fully authorized to take any and all such action in the name of SPC MW, Standard/Wabash or SPI or otherwise.

7. **EFFECTIVE TIME.** Promptly following the due execution and delivery of this Agreement, (1) (a) SPI, which shall be the surviving limited liability company in respect of the Delaware Merger, shall file a certificate of merger in respect of the Delaware Merger (the "Delaware Certificate of Merger"), substantially in the form attached hereto as Exhibit A, with the Secretary of State of the State of Delaware and make all other filings or recordings required by law in connection with the Delaware Merger and (b) the Delaware Merger shall become effective (the "Delaware Effective Time") upon the filing of the Delaware Certificate of Merger; (2) (x) Parent shall file articles of merger in respect of the Illinois Merger (the "Illinois Articles of Merger"), substantially in the form attached hereto as Exhibit B, with the Secretary of State of the State of Illinois and shall make all other filings or recordings required by law in connection with the Illinois Merger and (y) the Illinois Merger shall become effective (the "Illinois Effective Time") upon the filing of the Illinois Articles of Merger; and (3) (X) immediately upon the effectiveness of the Delaware Merger and the Illinois Merger, SPC shall file (i) articles of merger in respect of the SPC Merger (the "SPC Articles of Merger"), substantially in the form attached hereto as Exhibit C, with the Secretary of State of the State of Illinois and (ii) a certificate of merger in respect of the SPC Merger (the "SPC Certificate of Merger"), substantially in the form attached hereto as Exhibit D, with the Secretary of State of the State of Delaware and shall make all other filings or recordings required by law in connection with the SPC Merger and (Y) the SPC Merger shall become effective (the "SPC Effective Time") upon the filing of the SPC Articles of Merger and the SPC Certificate of Merger.

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8. **TERMINATION AND AMENDMENT.** Anything in this Agreement or elsewhere to the contrary notwithstanding, this Agreement and the Mergers contemplated

hereby may be abandoned by action of the Board of Directors of SPC at any time prior to the first to occur of the Delaware Effective Time or the Illinois Effective Time. This Agreement may be amended by the mutual written agreement of the parties hereto.

9. DESCRIPTIVE HEADINGS. The descriptive headings of the several articles and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effects as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first-above written.

STANDARD PARKING CORPORATION

By: Myron C. Warshauer  
Name: Myron C. Warshauer  
Title: President

STANDARD/WABASH PARKING CORPORATION

By: Myron C. Warshauer  
Name: Myron C. Warshauer  
Title: President

STANDARD PARKING CORPORATION MW

By: Myron C. Warshauer  
Name: Myron C. Warshauer  
Title: President

STANDARD PARKING, L.P.

By: Standard Parking Corporation,  
its General Partner

By: Myron C. Warshauer  
Name: Myron C. Warshauer  
Title: President



STANDARD PARKING I, L.L.C.

By: Standard Parking Corporation,  
its Managing Member

By: *Myron C. Warshauer*  
Name: Myron C. Warshauer  
Title: President

STANDARD PARKING II, L.L.C.

By: Standard Parking Corporation,  
its Managing Member

By: *Myron C. Warshauer*  
Name: Myron C. Warshauer  
Title: President