

04-11-2002

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FINANCE SECTION 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.)

04/11/2002 6TOM11 00000031 024275 78063590

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 100.00 CH

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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

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)

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.

Cynthia L. Stewart

Cynthia L. Stewart

3-19-02

Name of Person Signing

Signature

Date Signed



JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, **JOHN Y. BROWN III**, Secretary of State for the Commonwealth of Kentucky, do certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of ARTICLES OF MERGER OF DYNATEX, INC. INTO ACCUMETRIC, LLC FILED DECEMBER 27, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Done at Frankfort this 13TH day of

MARCH, 20 02

John Y. Brown III
Secretary of State, Commonwealth of Kentucky

MN

**ARTICLES OF MERGER
OF
DYNATEX, INC.
INTO
ACCUMETRIC, LLC**

0466712.06

John Y. Brown III
Secretary of State
Received and Filed
12/27/2000 11:10 AM

Pursuant to provisions of KRS 271B.11-080 and 275.360, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging Dynatex, Inc., a Kentucky corporation, with and into Accumetric, LLC, a Kentucky limited liability company, which shall be the surviving entity in the Merger.

- FIRST:** The names of each of the Constituent Entities are Dynatex, Inc. and Accumetric, LLC. Dynatex, Inc. is a corporation organized under the laws of the Commonwealth of Kentucky. Accumetric, LLC is a limited liability company organized under the laws of the Commonwealth of Kentucky.
- SECOND:** The Plan of Merger duly authorized and approved by each of the Constituent Entities is attached hereto as Exhibit A and is hereby incorporated by reference as a part of these Articles of Merger.
- THIRD:** The name of the surviving entity is Accumetric, LLC.
- FOURTH:** The Plan of Merger was duly authorized and approved by each of the Constituent Entities in accordance with the provisions of KRS 275.350.

Dated: December 21, 2000.

Dynatex, Inc.


James V. Hartlage, Jr., President

Accumetric, LLC


James V. Hartlage, Jr., Member

The foregoing instrument was prepared by:



D. Michael Coyle, Attorney at Law
KERRICK, GRISE, STIVERS & COYLE
2935 Dolphin Drive, Suite 102
Elizabethtown, Kentucky 42701
(270) 737-9088

Exhibit A

PLAN OF MERGER

THIS PLAN OF MERGER ("Plan of Merger") is made and entered into as of the 21 day of December, 2000, by and between (i) Dynatex, Inc., a Kentucky corporation ("Corporation"), and (ii) Accumetric, LLC, a Kentucky limited liability company ("LLC").

ARTICLE I.

A. Merger of Corporation with and into LLC. Subject to the terms and conditions of this Plan of Merger, Corporation shall be merged with and into LLC ("Merger"), effective upon the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky ("Effective Time"). The separate corporate existence of Corporation shall thereupon cease, LLC shall be the surviving entity and the separate corporate existence of LLC, with all its purposes, objects, rights, privileges, powers, franchises, and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the Kentucky Business Corporation Act and the Kentucky Limited Liability Company Act. Limited liability company is retained by LLC.

B. Effect of Merger. At and after the Effective Time

1. LLC shall possess all of the respective rights, privileges, immunities, powers, franchises, and interests of Corporation in and to every type of property (real, personal, and mixed), and chooses in action, all of which shall be transferred to, and vested in, LLC by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal, or administrative, pending by or against Corporation may be continued as if the Merger did not occur, or LLC may be substituted in the proceeding for Corporation in such action or proceeding.

2. LLC shall be liable for all liabilities of Corporation, and all debts, liabilities, obligations, and contracts of Corporation, whether matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account, or records of Corporation, shall be those of LLC and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Corporation shall be preserved unimpaired.

C. Additional Actions. If, at any time after the Effective Time, LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (1) vest, perfect, or confirm of record or otherwise, in LLC its rights, title, or interest in, to, or under any of the rights, properties, or assets of Corporation acquired or to be acquired by LLC as a result of, or in connection with, the Merger, or (2) otherwise carry out the purposes of this Plan of Merger, Corporation and the proper officers and directors of Corporation shall be deemed to have granted to LLC an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments, and assurances in law, (b) do all acts

necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in LLC, and (c) otherwise carry out the purposes of this Plan of Merger. The sole member of LLC is fully authorized in the name of Corporation or otherwise to take any and all such actions.

ARTICLE II.

A. Conversion of Stock. At the Effective Time

1. Each share of Corporation Common Stock, no par value per share ("Corporation Common Stock"), which is issued and outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into One (1) Unit of LLC ("Units") and the sole stockholder of Corporation shall be deemed to have made aggregate capital contributions to LLC in a net amount equal to the net book value of the Corporation at the close of business on December 31, 2000.

2. The capital interests of the Sole member of LLC shall remain unaffected by the Merger.

B. Exchange of Stock for LLC Interests. As soon as practicable after the Effective Time, the sole stockholder of Corporation shall surrender to LLC any certificates which prior to the Effective Time shall have represented any shares of Corporation Common Stock. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of Corporation Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the Units into which it shall have been converted.

ARTICLE III.

A. Articles of Organization. From and after the Effective Time, the Articles of Organization of LLC shall be the Articles of Organization of the surviving entity.

B. Operating Agreement. From and after the Effective Time, the Operating Agreement of LLC, as the surviving entity, shall be the Operating Agreement of the surviving entity.

ARTICLE IV.

A. Stockholder and Member Approval. It shall be a condition to the consummation of the Merger that the Merger and this Plan of Merger be submitted to the sole stockholder of Corporation and the sole member of LLC and be approved by the sole stockholder of Corporation and the sole member of LLC.

ARTICLE V.

A. Governing Law. This Plan of Merger shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

B. Abandonment. The Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of Corporation or sole member of LLC, notwithstanding approval thereof by the sole stockholder of Corporation and the sole member of LLC.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf as of the day and year first above written.

Dynatex, Inc.


James V. Hartlage, Jr., President

Witness

Date: 12-21-2001

Accumatec, LLC


James V. Hartlage, Jr., Member

Witness

Date: 12-21-2001