

04-17-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102058284

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

1. Name of conveying party(ies): FSI Automation, Inc. 16505 SW 72nd Ave. Portland, OR 97224
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: FLIR Systems, Inc. Internal Address: Street Address: 16505 SW 72nd Ave. City: Portland State: OR
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 1/22/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,967,202
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Marlene K. Elser Internal Address: Ater Wynne LLP Street Address: 222 SW Columbia Suite 1800 City: Portland State: OR Zip: 97201

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 01-2704
(Attach duplicate copy of this page if paying by deposit account)

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. Marlene K. Elser, paralegal Signature Date April 1, 2002

Total number of pages including cover sheet, attachments, and document: 5

04/16/2002 DBYRNE 00000139 012704 1967202 01 FD-481 40.00 CH

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002485 FRAME: 0709



Phone: (503) 986-2200
Fax: (503) 378-4381

Articles of Merger

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327

Check the appropriate box below:

For office use only

- MULTI ENTITY MERGER
(Complete only 1, 2, 3, 4, 10, 11)
- FOR PARENT AND 90% OWNED SUBSIDIARY
WITHOUT SHAREHOLDER APPROVAL
(Complete only 5, 6, 7, 8, 9, 10, 11)

FILED

JAN 29 2002

**OREGON
SECRETARY OF STATE**

Survivor Registry Number: 127069-17

Attach Additional Sheet if Necessary
Please Type or Print Legibly in Black Ink

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE

NAME	TYPE	REGISTRY NUMBER

2) NAME AND TYPE OF THE SURVIVING ENTITY

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED.

4) THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER.

A copy of the vote required by each entity is attached.

FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

5) NAME OF PARENT CORPORATION FLIR Systems, Inc.

Oregon Registry Number _____

6) NAME OF SUBSIDIARY CORPORATION FSI Automation, Inc., a Washington corporation

Oregon Registry Number n/a

7) NAME OF SURVIVING CORPORATION FLIR Systems, Inc.

8) COPY OF PLAN

A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached.

9) CHECK THE APPROPRIATE BOX

A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before _____

Date

The mailing of a copy of the plan or summary was waived by all outstanding shares.

10) EXECUTION

Printed Name

James A. Fitzhenry

Signature

Title

Secretary

11) CONTACT NAME

Kris Still, Paralegal to Greg Struxness

DAYTIME PHONE NUMBER - INCLUDING AREA CODE

(503) 226-1191

FEES

Make check for \$10 payable to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN MERGER is made as of this 22nd day of January, 2002 by and between FLIR Systems, Inc., an Oregon corporation ("FLIR"), and FSI Automation, Inc., a Washington corporation ("FSI"). FLIR and FSI are hereinafter sometimes called the "Constituent Corporations."

The Boards of Directors of each of the Constituent Corporations deem it advisable and generally in the best interests of each, and the owners of their shares, to merge FSI and FLIR, pursuant to the applicable provisions of the Oregon Business Corporation Act and the Washington Business Corporation Act. Therefore, the parties hereby agree that FSI shall, as of the effective date, be merged into FLIR, which shall be the surviving corporation (the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the parties do hereby adopt and agree to the terms and conditions relating to the merger as follows:

ARTICLE 1

NAME OF SURVIVING CORPORATION, ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS

- 1.1. The corporation which shall survive the merger is FLIR.
- 1.2. The Articles of Incorporation of FLIR shall continue after the effective date as the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.
- 1.3. The Bylaws of FLIR shall continue after the effective date as the Bylaws of the Surviving Corporation until further amended as provided by law.
- 1.4. The directors of FLIR immediately prior to the time the merger becomes effective shall continue as the directors of the Surviving Corporation, and shall serve until their successors are duly elected and qualified.
- 1.5. The officers of FLIR immediately prior to the time the merger becomes effective shall continue as the officers of the Surviving Corporation, and shall serve until their successors are duly elected and qualified.

ARTICLE 2

DISPOSITION OF SHARES

- 2.1. The authorized capital stock of FSI consists of 1,000 shares of Common Stock, \$0.01 par value per share. 1,000 shares of Common Stock (all of which are held beneficially and of record by FLIR) have been issued and are outstanding at the date hereof.
- 2.2. The authorized capital stock of FLIR consists of 30,000,000 shares of Common Stock, no par value per share and 10,000,000 shares of Preferred Stock, \$0.01 par value per share.

2.3. Each share of Common Stock of FSI outstanding immediately prior to the effective date shall be canceled without consideration as of the effective date.

2.4. Each share of the Common Stock of FLIR outstanding immediately prior to the effective date shall remain outstanding as of the effective date.

ARTICLE 3

APPROVAL AND EFFECTIVE DATE

3.1. After the execution and delivery of this Agreement by the Boards of Directors of each of the Constituent Corporations and if the merger is not thereafter abandoned or terminated pursuant to Article 5 of this Agreement, the Articles of Merger incorporating and otherwise containing provisions in harmony with this Agreement shall be executed in duplicate original form on behalf of each of the Constituent Corporations by its President and Secretary, and shall be delivered for filing with the appropriate officer in the State of Oregon and State of Washington.

3.2. Shareholder approval is not required pursuant to the Oregon Business Corporation Act or the Washington Business Corporation Act.

3.3. This Agreement and the merger contemplated hereby shall become effective upon the filing of the Articles of Merger pursuant to the Oregon Corporation Business Act and the Washington Business Corporation Act.

ARTICLE 4

EFFECTS OF THE MERGER

At and after the effective date of the merger, FLIR shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the parties hereto; all debts due to FSI on whatever account shall be vested in FLIR; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of FLIR as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in FSI shall not revert or be in any way impaired by reason of merger, but shall be vested in FLIR, all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to FLIR and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and FLIR shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

ARTICLE 5

ABANDONMENT

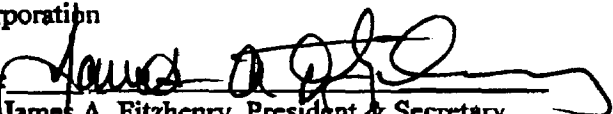
This merger may be abandoned or terminated on or before the date the Articles of Merger are filed with the appropriate officers of the State of Oregon and the State of Washington by mutual agreement of the Boards of Directors of the Constituent Corporations.

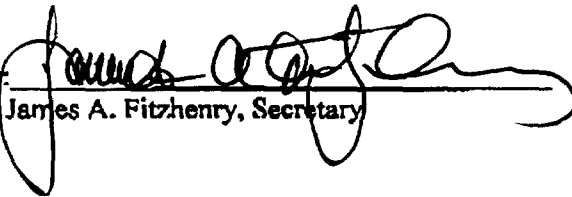
Each of the Constituent Corporations has caused this Agreement of Merger and Plan of Reorganization to be executed by its authorized officers as of the day and year first above written.

FLIR SYSTEMS, INC., an Oregon corporation

FSI AUTOMATION, INC., a Washington corporation

By: 
Earl R. Lewis, President

By: 
James A. Fitzhenry, President & Secretary

By: 
James A. Fitzhenry, Secretary