

Atty. Docket No. LTL-TM030 - LTL-TM033

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**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
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

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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="2070151"/>	<input type="text" value="1904275"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2089481"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2089482"/>	<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.

FRANK A. MAZZEO REG. NO. 46,259

Name of Person Signing

Frank Mazzeo

Signature

7/3/02

Date Signed

2002014-1062

DEC 28 2001

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 10 21811

Kim Fitzgerald
Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Rev 89)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: L.T.L. Wholesale, Inc.

2. (Check and complete one of the following):

The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a) 217 East Market Street Orwigsburg PA 17961 Schuylkill
Number and Street City State Zip County

(b) N/A
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a) N/A
Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

N/A
Number and Street City State Zip

3. The name and the address of the registered office of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Holding Door Express, Inc. 125 Route 61 South, Schuylkill Haven, PA 17972

2056414

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2001

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2002014-1063

DSCB:15-1926 (Rev 89)-2

4. (Check, and if appropriate complete, one of the following):

___ The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

X The plan of merger shall be effective on 8:00 A.M., January 2, 2002

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of corporation

Manner of adoption

L.T.L. Wholesale, Inc.

Adopted by the Shareholders and Directors pursuant to 15 Pa. C.S.

Folding Door Express, Inc.

Adopted by the Shareholders and Directors pursuant to 15 Pa. C.S.

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. (Check, and if appropriate complete, one of the following):

___ The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

X Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A, attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

125 Route 61 South, Schuylkill Haven, PA 17972 Schuylkill
Number and Street City State Zip

IN TESTIMONY WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 27th day of December, 2001.

L.T.L. WHOLESALE, INC.
(Name of Corporation)

BY: [Signature]
(Signature)

TITLE: President / Secretary

FOLDING DOOR EXPRESS, INC.
(Name of Corporation)

BY: [Signature]
(Signature)

TITLE: President / Secretary

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PLAN OF MERGER

This Plan of Merger dated December 27, 2001 is between FOLDING DOOR EXPRESS, INC., a Pennsylvania corporation (the "Disappearing Corporation"), and L.T.L. WHOLESALE, INC., a Pennsylvania corporation (the "Surviving Corporation"). In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

1. The Disappearing Corporation shall be merged with and into the Surviving Corporation, which shall continue as the Surviving Corporation under the laws of the Commonwealth of Pennsylvania. The terms and conditions of the merger, the mode of carrying the same into effect, the manner of converting the shares of capital stock of Disappearing Corporation into shares of the capital stock of the Surviving Corporation and all other provisions deemed desirable in connection therewith are set forth in this Plan of Merger.
2. The corporate existence, registered office in Pennsylvania, Articles of Incorporation and bylaws of the Surviving Corporation shall be unaffected by the merger.
3. The directors and officers of the Surviving Corporation shall, upon the Effective Date, continue to serve as directors and officers of the Surviving Corporation until successors are elected and shall qualify. If by reason of death or otherwise, any such person on the Effective Date cannot or will not act as a director or officer, the vacancy thereby created will be filled after the merger becomes effective in accordance with the bylaws of the Surviving Corporation.
4. The merger shall not affect the issued or outstanding shares of capital stock of the Surviving Corporation and the number of authorized shares of the Surviving Corporation shall be unaffected by the merger.
5. On the Effective Date, each seven hundred fifty (750) shares of the issued and outstanding share of capital stock of the Disappearing Corporation shall be converted into one (1) share of the common capital stock of the Surviving Corporation.
6. On the Effective Date or as promptly thereafter as possible, the holders of certificates which theretofore represented issued and outstanding shares of the capital stock of the Disappearing Corporation shall surrender all such certificates to the Surviving Corporation for cancellation and upon such surrender shall receive in exchange therefor certificates representing the number of shares of common capital stock of the Surviving Corporation into which the same shall have been converted as set forth above. All shares of common capital stock of the Surviving Corporation so issued shall be deemed to be duly and validly issued, fully paid and non-assessable.
7. On the Effective date, the stock transfer books of the Disappearing Corporation shall be and shall be deemed to be closed and no transfer of shares of the capital stock of the Disappearing Corporation shall thereafter be made, effected or consummated.
8. At the Effective Date, (a) the separate existence of the Disappearing Corporation shall cease; (b) the Surviving Corporation shall possess all the rights, privileges, powers and franchises of the Disappearing Corporation; (c) all the property, real, personal and mixed, and franchises of the Disappearing Corporation and all debts due on whatever account to it, including any subscriptions to any of its shares and all other choices in action belonging to it, shall be taken and deemed to be transferred to and vested in the Surviving Corporation by operation of law and without further acts or deeds; (d) all such rights, privileges, powers and franchises, and all and every other interest of the Disappearing Corporation shall be thereafter

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as effectively the property of the Surviving Corporation as they were of the Disappearing Corporation; (e) the title to and interest in any real estate vested by deed, lease or otherwise in the Disappearing Corporation shall no revert or be impaired; (f) the Surviving Corporation shall be responsible for all the liabilities and obligations of the Disappearing Corporation, but the liabilities of the Disappearing Corporation, or its shareholders, directors or officers shall no be affected by the merger, nor shall the rights of the Disappearing Corporation, the officers and directors of the Disappearing Corporation; and (g) at the expense of the Surviving Corporation, the officers or directors of the Disappearing Corporation shall execute and deliver all such instruments and take all such actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Plan of Merger.

9. This Plan of Merger may be terminated and the merger abandoned at any time prior to the Effective Date, whether before or after the approval thereof by the shareholders or the Board of Directors of the Disappearing Corporation or the Surviving Corporation. In the event of such termination, written notice thereof shall forthwith be given by the terminating party to the other. Any such termination shall be without liability on the part of either of the parties, each of which shall bear its own expenses separately incurred in connection herewith, or if its directors, officers or shareholders in connection with this Plan of Merger.

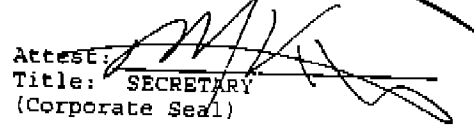
10. Any number of counterparts of this Plan of Merger may be executed, each of which shall be deemed to be an original, but all of which taken together shall constitute by on instrument.

11. The Effective Date shall be 8:00 A.M on January 2, 2002.

IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be executed under their respective corporate seals and signed by their duly authorized officers.

FOLDING DOOR EXPRESS, INC.

By: 
Title: PRESIDENT

Attest: 
Title: SECRETARY
(Corporate Seal)

L.T.L. WHOLESALE, INC.

By: 
Title: PRESIDENT

Attest: 
Title: SECRETARY
(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

JUNE 19, 2002

TO ALL WHOM THESE PRESENTS SHALL COME. GREETING:

L.T.L. WHOLESALE, INC.

I, C Michael Weaver, acting Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Merger

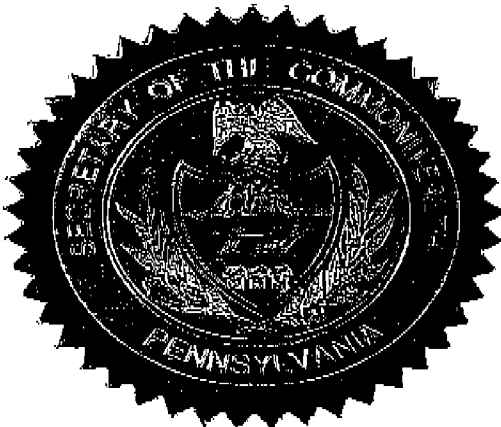
which appear of record in this department

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

C. Michael Weaver

ACTING Secretary of the Commonwealth

JSOW



RECORDED: 07/03/2002

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