

05-10-2002

SHEET
15

Tab settings → → → ▼



To the Honorable Commissioner of Patents

102085326

attached original documents or copy thereof.

1. Name of conveying party(ies):

Rugby Manufacturing Co.

FINANCE SECTION

5-2-02

- Individual(s)
- General Partnership
- Corporation-State North Dakota
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Rugby Manufacturing Company

Internal Address: Suite 100

Street Address: Five Centerpointe Dr.

City: Lake Oswego State: OR ZIP: 97035

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Oregon
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: n/a Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/24/99

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,695,763
and
2,396,606

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John W. Bunch

Internal Address: Suite 300

One Corporate Center

Street Address: 7300 Metro Blvd.

City: Minneapolis State: MN ZIP: 55439

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

n/a

(Attach duplicate copy of this page if paying by deposit account)

05/09/2002 DBYRME 00000261 1695763

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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.

John W. Bunch

Name of Person Signing

Signature

April 22, 2002

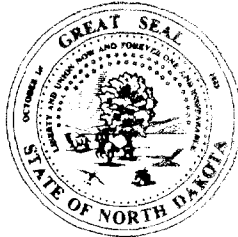
Date

Total number of pages comprising cover sheet:

16

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF MERGER OF DOMESTIC AND FOREIGN CORPORATIONS INTO

CONNOR HOLDINGS, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that Articles of Merger of

RUGBY MANUFACTURING COMPANY

a North Dakota BUSINESS CORPORATION, into CONNOR HOLDINGS, INC., an Oregon corporation, duly signed and verified as required by North Dakota statutes governing North Dakota BUSINESS CORPORATION, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger of

RUGBY MANUFACTURING COMPANY

a North Dakota BUSINESS CORPORATION, into CONNOR HOLDINGS, INC., an Oregon corporation.

Effective date of merger: December 29, 1999.

Issued: December 29, 1999

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

TRADEMARK

REEL: 002502 FRAME: 0874

Non-Survivor #235660D
file 10061 BC

Survivor ID 15,261,900 f

RECEIVED

NOV 24 1999

Sec. of State

ARTICLES OF MERGER
of
RUGBY MANUFACTURING COMPANY

141614

Pursuant to the provisions of the North Dakota Business Corporation Act, the undersigned corporations hereby execute the following articles of merger in connection with the merger of Rugby Manufacturing Company, a North Dakota corporation ("Rugby"), with and into Connor Holdings, Inc., an Oregon corporation ("Connor") and the sole shareholder of Rugby, with Connor being the surviving corporation:

1. The Agreement and Plan of Merger (the "Plan") is attached hereto as Exhibit A.
2. The authorized capital stock of Rugby consists of (i) 1,000 shares of Class A Common Stock, \$1.00 par value per share, 1,000 shares of which are outstanding and owned by Connor, and (ii) 99,000 shares of Class B Common Stock, \$1.00 par value per share, 99,000 shares of which are outstanding and owned by Connor.
3. Because Connor is the sole shareholder of Rugby, Section 10-19.1-100 of the North Dakota Business Corporation Act does not require the Plan to be mailed to the shareholder.
4. The Plan has been approved by Connor pursuant to Section 10-19.1-100 of the North Dakota Business Corporation Act and Section 60.487 of the Oregon Business Corporation Act.
5. The Plan has been approved by Rugby pursuant to Section 10-19.1-98 of the North Dakota Business Corporation Act.

Date: November 24 1999

CONNOR HOLDINGS, INC.

By: Andrew N. Ford
Name: Andrew N. Ford
Title: President

Date: November 24 1999

RUGBY MANUFACTURING
COMPANY

By: Andrew N. Ford
Name: Andrew N. Ford
Title: Vice President

NORTH DAKOTA
Filed 12-29-99
Andrew N. Ford
Secretary of State



SR

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Plan") is made and entered into as of November 23, 1999, between RUGBY MANUFACTURING COMPANY, a North Dakota corporation ("Rugby"), and CONNOR HOLDINGS, INC., an Oregon corporation and the sole shareholder of Rugby ("Connor").

RECITALS

- A. Connor owns all of the outstanding capital stock of Rugby.
- B. The Board of Directors of Rugby has determined that it is in the best interest of Rugby to merge Rugby with and into Connor upon the terms and subject to the conditions set forth herein.
- C. The Board of Directors and shareholders of Connor have determined that it is in the best interest of Connor to merge Rugby with and into Connor upon the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. TERMS AND CONDITIONS

1.1 Merger

Rugby shall be merged with and into Connor (the "Merger"), and Connor shall be the surviving corporation (the "Surviving Corporation"), effective as of the date that Articles of Merger are filed with the offices of the Secretary of State of the State of North Dakota and the Secretary of State of the State of Oregon, or at such later date as may be specified therein (the "Effective Time").

1.2 Succession

At the Effective Time, Connor shall succeed to all of the rights and property of Rugby and become subject to all the debts and liabilities of Rugby.

1.3 Common Stock

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (a) all shares of capital stock of Rugby outstanding immediately prior to the Effective Time shall be canceled and (b) each share of capital stock of Connor shall continue to remain outstanding as a share of capital stock of the Surviving Corporation.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation and Bylaws

The Restated Articles of Incorporation and Bylaws of Connor in effect at the Effective Time, shall, at and after the Effective Time, be the Restated Articles of Incorporation and Bylaws, respectively, of the Surviving Corporation, and the name of the Surviving Corporation shall be Rugby Manufacturing Company.

2.2 Directors and Officers

The persons serving as directors and officers of Connor as of the Effective Time shall, at and after the Effective Time, continue to be the directors and officers, respectively, of the Surviving Corporation, except that immediately after the Effective Time, Gerhard Socha shall be appointed as the President of the Surviving Corporation.

3. MISCELLANEOUS

3.1 Counterparts

This Plan may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

3.2 Integration; Amendment

This Plan constitutes the entire agreement of the parties relating to the subject matter hereof. There are no promises, terms, conditions, obligations or warranties other than those contained in this Plan. This Plan supersedes all prior communications, representations or agreements, verbal or written, among the parties relating to the subject matter hereof. This Plan may not be amended except in a writing executed by the parties.

3.3 Further Assurances

The parties each agree, at the request of the other party, at any time and from time to time after the date hereof, to execute and deliver all such further documents, and to take and forbear from all such action, as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Plan.

3.4 Successors

This Plan shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

3.5 Governing Law

THE PARTIES INTEND THAT THIS PLAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON APPLICABLE TO CONTRACTS MADE AND WHOLLY PERFORMED WITHIN OREGON BY PERSONS DOMICILED IN OREGON.

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed on behalf of each of the parties hereto as of the date first above written.

CONNOR HOLDINGS, INC.

By: Andrew N. Ford
Name: Andrew N. Ford
Title: President

RUGBY MANUFACTURING COMPANY

By: Andrew N. Ford
Name: Andrew N. Ford
Title: Vice President

RUGBY MANUFACTURING COMPANY

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A
MEETING OF THE BOARD OF DIRECTORS**

The undersigned, being all of the Directors entitled to vote at meetings of the Board of Directors of Rugby Manufacturing Company, a North Dakota corporation (the "Company"), by this instrument in lieu of a meeting of the Board of Directors of the Company, hereby consents to the adoption of the following resolutions:

MERGER WITH CONNOR HOLDINGS, INC.

WHEREAS, the Board of Directors of Connor Holdings, Inc., an Oregon corporation ("Connor") has determined that it is in the best interests of Connor to merge the Company with and into Connor; and

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company to merge the Company with and into Connor;

NOW, THEREFORE, BE IT RESOLVED, that, subject to approval by the shareholders of the Company of the Agreement of Merger (as defined below), the Company be merged with and into Connor (the "Merger").

RESOLVED FURTHER, that the Agreement and Plan of Merger (the "Agreement of Merger"), in substantially the form attached hereto as Exhibit A, is hereby authorized and approved, and that the execution and delivery of the Agreement of Merger by any officer of the Company (together with such changes therein as are approved by the officer executing the Agreement of Merger, such approval to be conclusively established by his signature on the Agreement of Merger) are hereby authorized and approved.

RESOLVED FURTHER, that, pursuant to the Agreement of Merger, from and after the Effective Time (as defined in the Agreement of Merger): (i) Connor shall be the surviving corporation following the Merger; and (ii) the Restated Articles of Incorporation and Bylaws of Connor will be the Restated Articles of Incorporation and Restated Bylaws, respectively, of the surviving corporation.

RESOLVED FURTHER, that the Agreement of Merger shall be submitted to the shareholders of the Company for their consideration and approval.

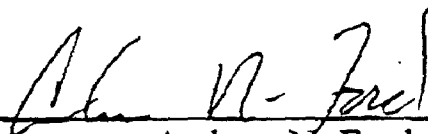
RESOLVED FURTHER, that the Board hereby recommends that the shareholders of the Company approve the Agreement of Merger.

RESOLVED FURTHER, that, subject to approval by the shareholders of the Agreement of Merger, the officers of the Company are hereby authorized and directed to execute in the name and on behalf of the Company all agreements and other instruments, and to do and perform all acts necessary or desirable in order to carry out the intent and to effectuate the purposes of the foregoing resolutions, including, without limitation, the execution and delivery of the Agreement of Merger and the execution, delivery, and filing of Articles of Merger with the offices of the Oregon Secretary of State, Corporation Division, and the North Dakota Secretary of State, and the execution, delivery and filing of such other documents and instruments to and with such persons or officials as the officers of the Company, or any of them, may deem appropriate.

The actions taken by this Consent shall have the same force and effect as if taken by the undersigned at a special meeting of the Board of Directors of the Company duly called and constituted pursuant to the Bylaws of the Company and the laws of the State of North Dakota. Each of the undersigned hereby waives any notice required by law with respect to this Consent or the actions taken hereby.

This consent may be signed in two or more counterparts.

Dated effective as of November 23, 1999.



Andrew N. Ford

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A
MEETING OF THE SHAREHOLDERS**

The undersigned, being the sole shareholder entitled to vote at meetings of the shareholders of Rugby Manufacturing Company, a North Dakota corporation (the "Company"), by this instrument in lieu of a meeting of the shareholders of the Company, hereby consents to the adoption of the following resolutions:

MERGER WITH RUGBY MANUFACTURING COMPANY

RESOLVED, that the merger of the Company with and into Connor Holdings, Inc., an Oregon corporation ("Connor") (the "Merger"), is hereby approved; and that the Agreement and Plan of Merger (the "Agreement of Merger"), in substantially the form attached to this Consent as Exhibit A, is hereby authorized and approved.

RESOLVED FURTHER, that, pursuant to the Agreement of Merger, from and after the Effective Time (as defined in the Agreement of Merger): (i) Connor shall be the surviving corporation following the Merger, and (ii) the Restated Articles of Incorporation and Bylaws of Connor and will be the Restated Articles of Incorporation and the Bylaws, respectively, of the surviving corporation.

RESOLVED FURTHER, that the officers of the Company are hereby authorized to take any and all action deemed necessary or advisable to implement the foregoing resolutions, including, without limitation, the execution of the Agreement of Merger and the execution, delivery, and filing of Articles of Merger with the offices of the Oregon Secretary of State, Corporation Division, and the North Dakota Secretary of State, and the execution, delivery and filing of such other documents and instruments to and with such other persons or officials as the officers of the Company, or any of them, may deem appropriate.

The actions taken by this Consent shall have the same force and effect as if taken by the undersigned at a special meeting of the shareholders of the Company

duly called and constituted pursuant to the Bylaws of the Company and the laws of the State of North Dakota.

Dated effective as of November 23, 1999.

CONNOR HOLDINGS, INC.

By: Andrew N. Ford

Name: Andrew N. Ford

Title: President

AGREEMENT OF CONNOR HOLDINGS, INC. UNDER N.D.C.C. 10-19.1-103

1. Connor Holdings, Inc., an Oregon corporation, has purchased all of the outstanding shares of Rugby Manufacturing Company, a North Dakota corporation, and Rugby Manufacturing Company has been merged into Connor Holdings, Inc., which is the surviving corporation.

2. Pursuant to the provisions of N.D.C.C. § 10.19.1-103(4), Connor Holdings, Inc. hereby agrees that it may be served with process in North Dakota in any proceeding for the enforcement of an obligation of Rugby Manufacturing Company and hereby irrevocably appoints the North Dakota Secretary of State as its agent to accept service of process in any such proceeding. Such process may be forwarded to the following address:

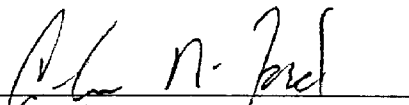
Connor Holdings, Inc.
c/o Hanover Partners, Inc.
Suite 100
Five Centerpointe Drive
Lake Oswego, OR 97035

3. There are no dissenting owners of ownership interests of Rugby Manufacturing Company.

Dated November 24, 1999.

CONNOR HOLDINGS, INC.

By:



Andrew N. Ford

President



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

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

Check the appropriate box below:

- BUSINESS/PROFESSIONAL/NONPROFIT CORPORATION
(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)

Articles of Merger

For office use only

FILED

NOV 24 1999

OREGON

SECRETARY OF STATE

Registry Number: 672435-85

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

BUSINESS/PROFESSIONAL/NONPROFIT CORPORATION ONLY

1) NAMES OF THE CORPORATIONS PROPOSING TO MERGE

- A. Connor Holdings, Inc.
- B. Rugby Manufacturing Company

2) NAME OF THE SURVIVING CORPORATION Connor Holdings, Inc.

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

3) A COPY OF THE MERGER PLAN IS ATTACHED.

4) CHECK THE APPROPRIATE STATEMENTS FOR CORPORATION A AND CORPORATION B BELOW.

Corporation A

- Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
- Shareholder/membership approval was required. The vote was as follows:

If Corporation A is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST
Common	102,500	102,500	0

Corporation A is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

Corporation B

- Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
- Shareholder/membership approval was required. The membership vote was as follows:

If Corporation B is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST
Common			

If Corporation B is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

5) NAME OF PARENT CORPORATION _____

Oregon Registry Number _____

6) NAME OF SUBSIDIARY CORPORATION _____

Oregon Registry Number _____

7) NAME OF SURVIVING CORPORATION _____

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 _____ 19__.
- The mailing of a copy of the plan or summary was waived by all outstanding shares.

10) EXECUTION

Printed Name

Andy Ford

Signature

Title

President

1) CONTACT NAME

Susan E. Kipper

DAYTIME PHONE NUMBER

503-727-2000

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 OF MERGER (this "Plan") is made and entered into as of November 23, 1999, between RUGBY MANUFACTURING COMPANY, a North Dakota corporation ("Rugby"), and CONNOR HOLDINGS, INC., an Oregon corporation and the sole shareholder of Rugby ("Connor").

RECITALS

- A. Connor owns all of the outstanding capital stock of Rugby.
- B. The Board of Directors of Rugby has determined that it is in the best interest of Rugby to merge Rugby with and into Connor upon the terms and subject to the conditions set forth herein.
- C. The Board of Directors and shareholders of Connor have determined that it is in the best interest of Connor to merge Rugby with and into Connor upon the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. TERMS AND CONDITIONS

1.1 Merger

Rugby shall be merged with and into Connor (the "Merger"), and Connor shall be the surviving corporation (the "Surviving Corporation"), effective as of the date that Articles of Merger are filed with the offices of the Secretary of State of the State of North Dakota and the Secretary of State of the State of Oregon, or at such later date as may be specified therein (the "Effective Time").

1.2 Succession

At the Effective Time, Connor shall succeed to all of the rights and property of Rugby and become subject to all the debts and liabilities of Rugby.

1.3 Common Stock

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (a) all shares of capital stock of Rugby outstanding immediately prior to the Effective Time shall be canceled and (b) each share of capital stock of Connor shall continue to remain outstanding as a share of capital stock of the Surviving Corporation.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation and Bylaws

The Restated Articles of Incorporation and Bylaws of Connor in effect at the Effective Time, shall, at and after the Effective Time, be the Restated Articles of Incorporation and Bylaws, respectively, of the Surviving Corporation, and the name of the Surviving Corporation shall be Rugby Manufacturing Company.

2.2 Directors and Officers

The persons serving as directors and officers of Connor as of the Effective Time shall, at and after the Effective Time, continue to be the directors and officers, respectively, of the Surviving Corporation, except that immediately after the Effective Time, Gerhard Socha shall be appointed as the President of the Surviving Corporation.

3. MISCELLANEOUS

3.1 Counterparts

This Plan may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

3.2 Integration; Amendment

This Plan constitutes the entire agreement of the parties relating to the subject matter hereof. There are no promises, terms, conditions, obligations or warranties other than those contained in this Plan. This Plan supersedes all prior communications, representations or agreements, verbal or written, among the parties relating to the subject matter hereof. This Plan may not be amended except in a writing executed by the parties.

3.3 Further Assurances

The parties each agree, at the request of the other party, at any time and from time to time after the date hereof, to execute and deliver all such further documents, and to take and forbear from all such action, as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Plan.

3.4 Successors

This Plan shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

3.5 Governing Law

THE PARTIES INTEND THAT THIS PLAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON APPLICABLE TO CONTRACTS MADE AND WHOLLY PERFORMED WITHIN OREGON BY PERSONS DOMICILED IN OREGON.

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed on behalf of each of the parties hereto as of the date first above written.

CONNOR HOLDINGS, INC.

By: Andrew N. Ford
Name: Andrew N. Ford
Title: President

RUGBY MANUFACTURING COMPANY

By: Andrew N. Ford
Name: Andrew N. Ford
Title: Vice President