

05-24-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2001) Tab settings =>=>=>

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

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

1. Name of conveying party(ies): Kirkhill Rubber Co. 300 East Cypress Brea, California 92821 5.21.02 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation California, Other] Additional name(s) of conveying party(ies) attached? [X] Yes [] No

2. Name and address of receiving party(ies) Name: Kirkhill-TA Co. Internal Address: Street Address: 300 East Cypress City: Brea State: California Zip: 92821 [checkboxes for Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [] Assignment [X] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 24, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/348,419 75/724,941 B. Trademark Registration No.(s) 1,390,622 1,030,557 2,452,239 1,192,978 0,932,461 Additional number(s) attached [] Yes [X] No

6. Total number of applications and registrations involved 7

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Perkins Coie LLP, Attn: Heidi L. Sachs Internal Address: Suite 4800 Street Address: 1201 Third Avenue City: Seattle State: Washington Zip: 98101

7. Total fee (37 CFR 3.41) \$190.00 [X] Enclosed [] Authorized to be charged to deposit amount

8. Deposit account number: (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 Heidi L. Sachs Heidi L. Sachs 5/3/02 Name of Person Signing Signature Date

05/23/2002 LMUELLER 00000158 76348419

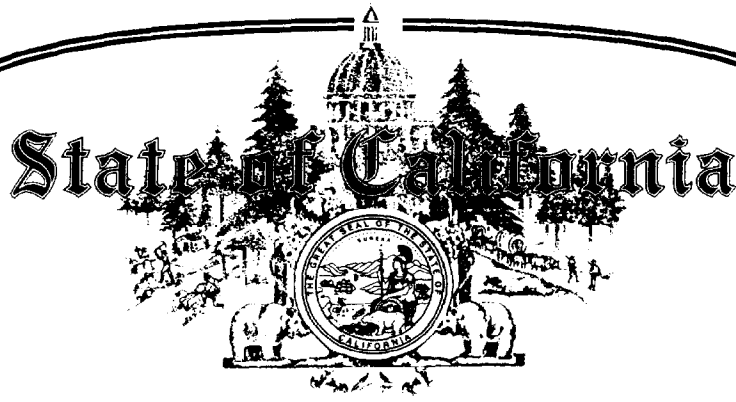
Total number of pages including cover sheet, attachments, and documents: 14

01 FC:481 40.00 DP 02 FC:482 150.00 DP

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

**RECORDATION FORM COVER SHEET
CONTINUING INFORMATION**

1. Name of conveying party(ies):
TA Mfg. Co., a California corporation
28065 Franklin Parkway
Valencia, CA 91355-4117



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of _____ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



FEB 09 2002

Bill Jones

Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

JAN 29 2002

BILL JONES, Secretary of State

Steven E. Barton and Robert D. George hereby certify that:

1. We are the President and Secretary, respectively, of Kirkhill Rubber Co., a California corporation.

2. The Agreement and Plan of Merger in the form attached hereto as **Exhibit A** was duly approved by the Board of Directors and the sole shareholder of the corporation.

3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation, which equals the approval requirement of all of the outstanding shares to approve the Agreement and Plan of Merger.

4. The corporation is authorized to issue only one class of shares and the number of shares issued and outstanding on the date hereof is 36,636, all of which were entitled to vote on the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that, to our knowledge, the matters set forth in this certificate are true and correct.

DATED: January 24, 2002

By: 
Name: Steven E. Barton
Title: President

By: _____
Name: Robert D. George
Title: Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Steven E. Barton and Robert D. George hereby certify that:

1. We are the President and Secretary, respectively, of Kirkhill Rubber Co., a California corporation.
2. The Agreement and Plan of Merger in the form attached hereto as **Exhibit A** was duly approved by the Board of Directors and the sole shareholder of the corporation.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation, which equals the approval requirement of all of the outstanding shares to approve the Agreement and Plan of Merger.
4. The corporation is authorized to issue only one class of shares and the number of shares issued and outstanding on the date hereof is 36,636, all of which were entitled to vote on the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that, to our knowledge, the matters set forth in this certificate are true and correct.

DATED: January 24, 2002

By: _____

Name: Steven E. Barton

Title: President

By:  _____

Name: Robert D. George

Title: Secretary


**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Steven E. Barton and Robert D. George hereby certify that:

1. We are the President and Secretary, respectively, of TA Mfg. Co., a California corporation.
2. The Agreement and Plan of Merger in the form attached hereto as **Exhibit A** was duly approved by the Board of Directors and the sole shareholder of the corporation.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation, which equals the approval requirement of all of the outstanding shares to approve the Agreement and Plan of Merger.
4. The corporation is authorized to issue only one class of shares and the number of shares issued and outstanding on the date hereof is 10,000, all of which were entitled to vote on the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that, to our knowledge, the matters set forth in this certificate are true and correct.

DATED: January 24, 2002

By: 
Name: Steven E. Barton
Title: President

By: _____
Name: Robert D. George
Title: Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Steven E. Barton and Robert D. George hereby certify that:

1. We are the President and Secretary, respectively, of TA Mfg. Co., a California corporation.
2. The Agreement and Plan of Merger in the form attached hereto as **Exhibit A** was duly approved by the Board of Directors and the sole shareholder of the corporation.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation, which equals the approval requirement of all of the outstanding shares to approve the Agreement and Plan of Merger.
4. The corporation is authorized to issue only one class of shares and the number of shares issued and outstanding on the date hereof is 10,000, all of which were entitled to vote on the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that, to our knowledge, the matters set forth in this certificate are true and correct.

DATED: January 24, 2002

By: _____

Name: Steven E. Barton

Title: President

By:  _____

Name: Robert D. George

Title: Secretary

AGREEMENT AND PLAN OF MERGER

among

ESTERLINE TECHNOLOGIES CORPORATION,

KIRKHILL RUBBER CO.

and

TA MFG. CO.

dated as of

JANUARY 24, 2002

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("AGREEMENT AND PLAN OF MERGER") is entered into as of January 24, 2002 among Esterline Technologies Corporation, a Delaware corporation ("Esterline"), KIRKHILL RUBBER CO., a California corporation and a wholly-owned subsidiary of Esterline ("Kirkhill"), and TA MFG. CO., a California corporation and a wholly-owned subsidiary of Esterline ("TA"). Kirkhill and TA are sometimes collectively referred to in this Agreement as the "Constituent Corporations."

RECITALS

- A. Esterline, Kirkhill and TA believe it advisable and in their respective best interests to effect a merger of the Constituent Corporations (the "Merger").
- B. The Board of Directors and the sole shareholder of TA have approved or will approve this Agreement and Plan of Merger as required by applicable law.
- C. The Board of Directors of Kirkhill and the sole shareholder of Kirkhill have approved or will approve this Agreement and Plan of Merger as required by applicable law.
- D. The parties intend that the Merger will qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

AGREEMENTS

In consideration of the foregoing recitals, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger

TA shall be merged into Kirkhill (Kirkhill as the surviving corporation after the Merger is sometimes referred to herein as the "Surviving Corporation") in accordance with the terms and conditions of this Agreement and Plan of Merger and the laws of the State of California. Upon completion of the following events:

- (a) the approval of the plan of merger as stated herein by the Board of Directors of each of the Constituent Corporations, the sole shareholder of Kirkhill and the sole shareholder of TA, and

(b) the execution by Esterline, Kirkhill and TA of this Agreement and the filing of this Agreement and officer's certificates of each of the Constituent Corporations pursuant to Section 1103 of the California General Corporation Law with the Secretary of State of the State of California,

the merger shall be deemed effective and the date of the filing of this Agreement and the offer's certificates of each of the Constituent Corporations in accordance with Section 1103 of the California General Corporation Law shall be the "effective date of the merger" as that phrase is used herein.

2. Articles of Incorporation

The Articles of Incorporation of Kirkhill in effect on the effective date of the merger shall be and remain the Articles of Incorporation of the Surviving Corporation; provided, however, that Article I thereof shall be amended to read as follows: "The name of this corporation is Kirkhill-TA Co." Thereafter, the Articles of Incorporation of the Surviving Corporation may be altered, amended or repealed as therein provided or as provided by law.

3. Bylaws

The Bylaws of Kirkhill in effect on the effective date of the merger shall be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

4. Directors and Officers

The directors and officers of Kirkhill shall continue in office as the directors and officers of the Surviving Corporation and shall hold office in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation.

5. Cancellation of Shares

Each issued and outstanding share of common stock of TA ("TA Common Stock") shall be cancelled without consideration therefor. Cancellation will be deemed to take effect at the effective time of the merger.

6. Rights, Duties, Powers, Liabilities, Etc.

As of the effective date of the merger, the separate existence of TA shall cease, and TA shall be merged in accordance with the provisions of this Agreement into the Surviving Corporation which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities,

including the franchise tax liabilities, of each of the Constituent Corporations; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such merger, but shall pass to and be owned by the Surviving Corporation without further act or deed. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as if such merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

7. Implementation

(a) Each of the Constituent Corporations hereby agrees that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

(b) Each of the Constituent Corporations shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of California to consummate and make effective the merger.

8. Capital

As of the effective date of the merger:

(a) The outstanding shares of common stock of the Surviving Corporation shall continue unchanged; and

(b) There shall be credited to the capital stock account of the Surviving Corporation an amount equal to the capital stock account of TA.

9. Termination

This Agreement may be terminated for any reason and the proposed merger abandoned at any time before the filing of this Agreement and officer's certificates of each of the Constituent Corporations in accordance with Section 1103 of the California General Corporation Law with the Secretary of State of the State of California, by resolution of the Board of Directors of each of the Constituent Corporations.


10. Amendment

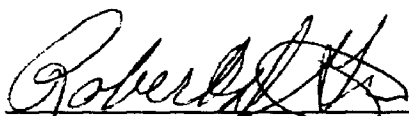
This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of each of the Constituent Corporations.

[Signature page follows]

Dated this 24th day of January, 2002.

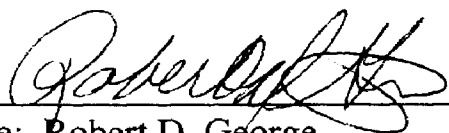
ESTERLINE TECHNOLOGIES
CORPORATION

By: 
Name: Robert W. Cremin
Its: Chairman, President and Chief Executive
Officer

By: 
Name: Robert D. George
Its: Secretary

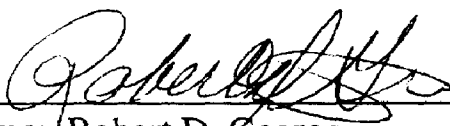
KIRKHILL RUBBER CO.

By: _____
Name: Steven E. Barton
Its: President

By: 
Name: Robert D. George
Its: Secretary

TA MFG. CO.

By: _____
Name: Steven E. Barton
Its: President

By: 
Name: Robert D. George
Its: Secretary


Dated this 24th day of January, 2002.

ESTERLINE TECHNOLOGIES
CORPORATION

By: _____
Name: Robert W. Cremin
Its: Chairman, President and Chief Executive
Officer


By: _____
Name: Robert D. George
Its: Secretary

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By: 
Name: Steven E. Barton
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