

07-15-2002

Docket No.:

CPA1664



102155609

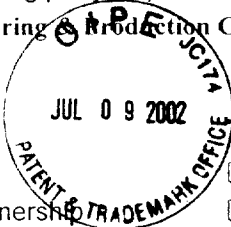
Tab settings

To the Honorable Commissioner of Patent.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Pacific Engineering & Production Co. of Nevada



7-9-02

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: September 8, 1997

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

Name: AMPAC Development Company

Internal Address: 3770 Howard Hughes Parkway

Street Address: Suite 300

City: Las Vegas State: NV ZIP: 89109

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

923,135 PEPCON

Additional numbers Yes No

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

Name: Ronald E. Shapiro

Internal Address:

Street Address: Vorys, Sater, Seymour and Pease LLP

1828 L Street, NW, Eleventh Floor

City: Washington, State: DC ZIP: 20036

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:

22-0585

DO NOT USE THIS SPACE

07/12/2002 RANMED1 00000089 923135

40.00

01 FC:481

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.

Ronald E. Shapiro
Name of Person Signing

Ronald E. Shapiro
Signature

July 9, 2002
Date

Total number of pages including cover sheet, attachments, and

12

TRADEMARK

REEL: 002543 FRAME: 0313

AFTER FILING RETURN TO:

C. Keith Rooker, Esq.
ROOKER & GIBSON
3770 Howard Hughes Parkway, Suite 360
Las Vegas, Nevada 89109
Telephone: (702) 794-4504

ARTICLES OF MERGER

OF

PACIFIC ENGINEERING & PRODUCTION CO. OF NEVADA, a Nevada corporation

INTO

AMPAC DEVELOPMENT COMPANY, a Nevada corporation

Pursuant to the provisions of Section 78-458 of the Nevada Revised Statutes, the undersigned corporations hereby adopt the following Articles of Merger for the purpose of merging PACIFIC ENGINEERING & PRODUCTION CO. OF NEVADA, a Nevada corporation (sometimes herein referred to as the "Disappearing Corporation"), with and into AMPAC DEVELOPMENT COMPANY, a Nevada corporation (sometimes herein referred to as the "Surviving Corporation"):

FIRST: A Plan of Merger and Merger Agreement (the "Merger Agreement"), dated September 8, 1997, entered into by and between the Surviving Corporation and the Disappearing Corporation has been adopted by the Boards of Directors of the Surviving and Disappearing Corporations.

SECOND: By resolutions duly adopted by the sole stockholder of the Surviving Corporation and sole stockholder of the Disappearing Corporation pursuant to Section 78.320 of the Nevada Revised Statutes, both dated September 9, 1997, the Merger Agreement was approved by the unanimous consent of the stockholders of the Surviving and Disappearing Corporations.

THIRD: There shall be no amendments to the Articles of Incorporation of the Surviving Corporation.

FOURTH: The complete executed Merger Agreement is on file at the registered office of the Surviving Corporation, the address of which is as follows:

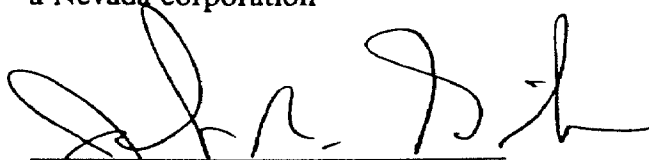
3770 Howard Hughes Parkway, Suite 300
Las Vegas, Nevada 89109

FIFTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of the Surviving Corporation or the Disappearing Corporation.

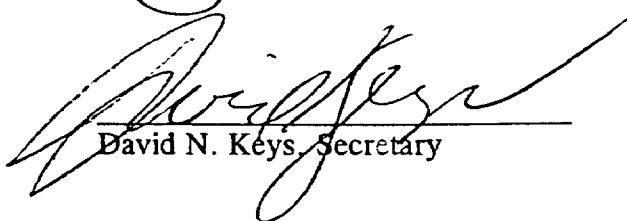
EXECUTED this 10th day of September, 1997.

"Surviving Corporation"

AMPAC DEVELOPMENT COMPANY,
a Nevada corporation



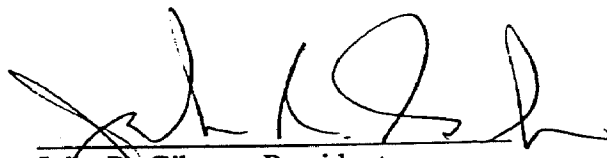
John R. Gibson, President



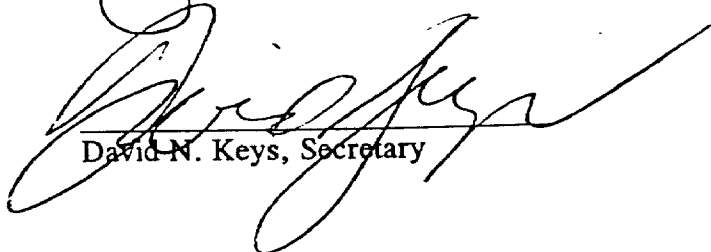
David N. Keys, Secretary

"Disappearing Corporation"

PACIFIC ENGINEERING &
PRODUCTION CO. OF NEVADA,
a Nevada corporation



John R. Gibson, President

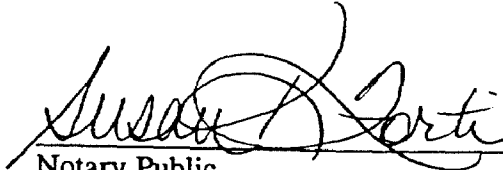


David N. Keys, Secretary

ACKNOWLEDGEMENT OF SIGNATURES OF OFFICERS
OF THE SURVIVING CORPORATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

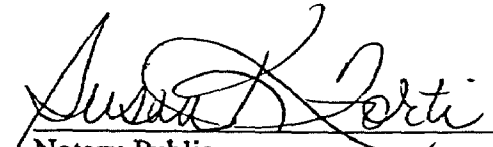
On the 10th day of September, 1997, personally appeared before me, a notary public, John R. Gibson, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

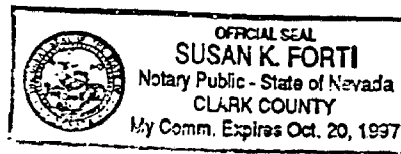

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 10th day of September, 1997, personally appeared before me, a notary public, David N. Keys, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Notary Public



ACKNOWLEDGEMENT OF SIGNATURES OF OFFICERS
OF THE DISAPPEARING CORPORATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)


On the 10th day of September, 1997, personally appeared before me, a notary public, John R. Gibson, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.


Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 10th day of September, 1997, personally appeared before me, a notary public, David N. Keys, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.


Notary Public



PLAN OF MERGER AND MERGER AGREEMENT

This Plan of Merger and Merger Agreement (the "Merger Agreement") is made this 8th day of September, 1997, between AMPAC DEVELOPMENT COMPANY, a Nevada corporation (the "Surviving Corporation"), and PACIFIC ENGINEERING & PRODUCTION CO. OF NEVADA, a Nevada corporation (the "Disappearing Corporation"; the Surviving Corporation and the Disappearing Corporation being referred to hereinafter collectively as the "Constituent Corporations").

RECITALS:

1. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Nevada. The registered office of the Surviving Corporation is located at 3770 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada. The Surviving Corporation was incorporated on May 20, 1983.

2. The Disappearing Corporation is a corporation duly organized and existing under the laws of the State of Nevada. The registered office of the Disappearing Corporation is located at 3770 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada. The Disappearing Corporation was incorporated on January 13, 1982 under the name APD CO., INC.

3. The Board of Directors of the Surviving Corporation and the Board of Directors of the Disappearing Corporation, respectively, deem it desirable and in the best interests of the Constituent Corporations that the Disappearing Corporation be merged with and into the Surviving Corporation (the "Merger").

In consideration of the mutual covenants and promises of the parties to this Merger Agreement, and pursuant to the laws governing mergers of corporations as set forth in the Revised Statutes of the State of Nevada (the "Nevada Statutes"), the Constituent Corporations agree that the Disappearing Corporation shall be merged into the Surviving Corporation as a single corporation upon the following terms and conditions.

ARTICLE I

TERMS OF MERGER

At the Effective Time (as defined in Article II below):

1. The Disappearing Corporation shall be merged into the Surviving Corporation.
2. The separate existence of the Disappearing Corporation shall cease.
3. The Surviving Corporation shall continue its corporate existence, continue to be governed by the laws of the State of Nevada, continue to be named AMPAC DEVELOPMENT COMPANY, and continue to maintain its registered office at 3770 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada.

4. The Surviving Corporation shall succeed, without other transfer, to all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; to all the rights, privileges, powers and franchises of each Constituent Corporation; and to all property, real, personal and mixed, of each Constituent Corporation.

5. All property, rights, privileges, powers and franchises, and every other interest of a public as well as a private nature, shall be as effectively the property of the Surviving Corporation as they were of each Constituent Corporation. The title to any real or personal property, whether by deed or otherwise, vested in either Constituent Corporation does not revert nor is it in any way impaired by reason of the Merger.

6. All debts, liabilities and duties of the respective Constituent Corporations shall attach to the Surviving Corporation and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

7. Any bequest, devise, gift, grant or promise contained in a will or other instrument of donation, subscription, or conveyance, which is made to either Constituent Corporation and which takes effect or remains payable after the Merger, shall inure to the Surviving Corporation.

ARTICLE II

MODE OF CARRYING MERGER INTO EFFECT

1. Upon adoption of this Merger Agreement by the Board of Directors of the Surviving Corporation and by the Board of Directors of the Disappearing Corporation, this Merger Agreement shall be submitted for approval by the sole stockholder of the Disappearing Corporation. Pursuant to Section 78-454 of the Nevada Statutes, approval by the stockholder of the Surviving Corporation is not required. Upon approval by the sole stockholder of the Disappearing Corporation in accordance with the requirements of the Nevada Statutes, all documents shall be executed, acknowledged, filed and recorded and all required acts shall be done in order to accomplish the Merger under the provisions of the Nevada Statutes.

2. The effective time of the Merger (the "Effective Time") shall occur when:

(a) this Merger Agreement has been authorized, adopted, approved, signed and acknowledged by each Constituent Corporation in accordance with the laws of the State of Nevada; and

(b) Articles of Merger referencing this Merger Agreement have been filed in the office of the Secretary of State of the State of Nevada in accordance with the laws thereof.

ARTICLE III

CONDITIONS OF MERGER

The Boards of Directors of either or both of the Constituent Corporations may, in their discretion, terminate this Merger Agreement and abandon the Merger, subject to the right of third parties under any contracts relating to the Merger, without further action or approval by the stockholders of the Constituent Corporations, at any time prior to the Effective Time. In the event of the termination of this Merger Agreement, this Merger Agreement shall forthwith become void and there shall be no liability on the part of either of the Constituent Corporations or their respective officers or directors.

ARTICLE IV

MANNER OF CONVERTING SHARES

At the Effective Time, the treatment in the Merger of the shares of the capital stock of the Constituent Corporations shall be as follows:

1. Each share of the capital stock of the Surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall continue to be one fully paid and nonassessable share of common stock, without par value, of the Surviving Corporation;
2. Each share of the capital stock of the Disappearing Corporation that is issued and outstanding immediately prior to the Effective Time shall be canceled; and
3. Any shares of the capital stock of the Disappearing Corporation held as treasury stock of the Disappearing Corporation shall be retired and shall cease to exist.

ARTICLE V

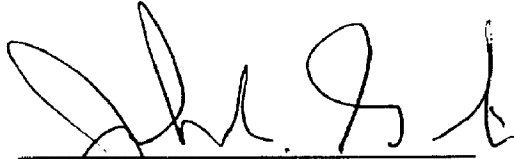
ARTICLES OF INCORPORATION, BYLAWS, AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

1. The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and such Articles of Incorporation.
2. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.
3. The officers and directors of the Surviving Corporation immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation until their successors shall have been duly elected and qualified or until otherwise provided by law.

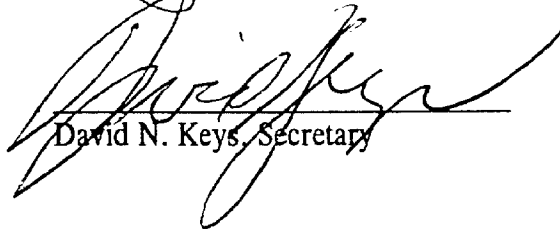
IN WITNESS WHEREOF, the parties have executed this Merger Agreement this 8th day of September, 1997.

"Surviving Corporation"

AMPAC DEVELOPMENT COMPANY,
a Nevada corporation



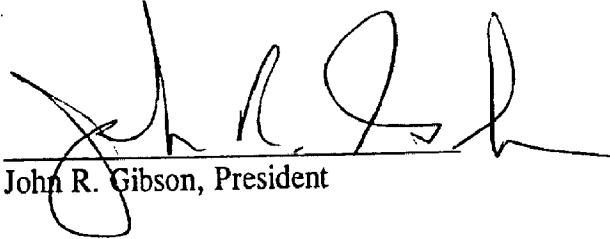
John R. Gibson, President



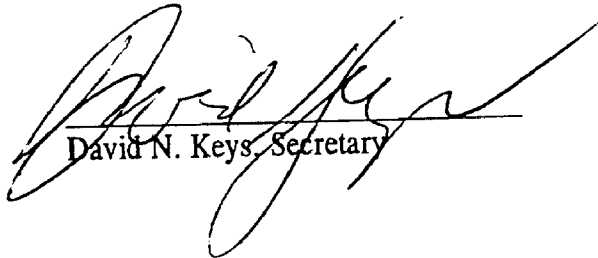
David N. Keys, Secretary

"Disappearing Corporation"

PACIFIC ENGINEERING &
PRODUCTION CO. OF NEVADA,
a Nevada corporation



John R. Gibson, President

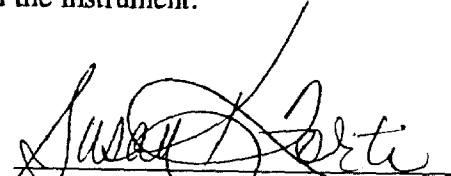


David N. Keys, Secretary

ACKNOWLEDGMENT OF SIGNATURES OF OFFICERS
OF THE SURVIVING CORPORATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

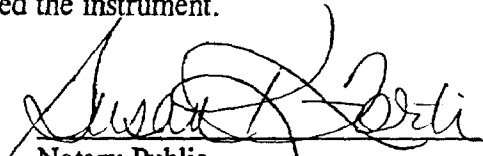
On the 8th day of September, 1997, personally appeared before me, a notary public, John R. Gibson, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.


Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 8th day of September, 1997, personally appeared before me, a notary public, David N. Keys, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

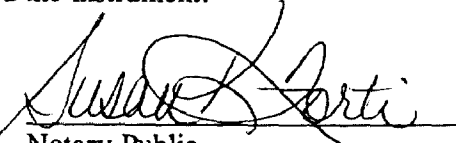

Notary Public

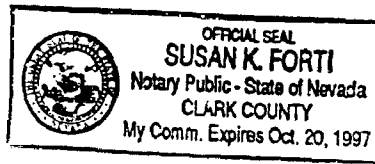


**ACKNOWLEDGMENT OF SIGNATURES OF OFFICERS
OF THE DISAPPEARING CORPORATION**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

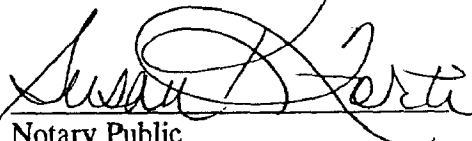
On the 8th day of September, 1997, personally appeared before me, a notary public, John R. Gibson, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

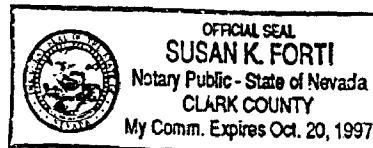

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 8th day of September, 1997, personally appeared before me, a notary public, David N. Keys, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.


Notary Public



**CERTIFICATE OF SECRETARY
OF
AMPAC DEVELOPMENT COMPANY,
AND
PACIFIC ENGINEERING & PRODUCTION CO. OF NEVADA**

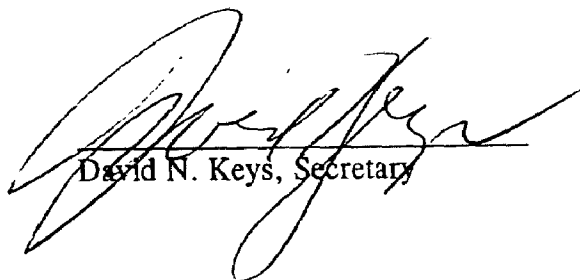
I, David N. Keys, do hereby certify as follows:

1. I am the duly elected and qualified Secretary of both AMPAC DEVELOPMENT COMPANY (the "Surviving Corporation"), and PACIFIC ENGINEERING & PRODUCTION CO. OF NEVADA, a Nevada corporation (the "Disappearing Corporation").

2. The Plan of Merger and Merger Agreement, dated as of the 8th day of September, 1997, between the Surviving Corporation and the Disappearing Corporation (the "Merger Agreement"), to which this Certificate is attached, was submitted to the sole holder of the shares of the capital stock of both the Surviving Corporation and the Disappearing Corporation.

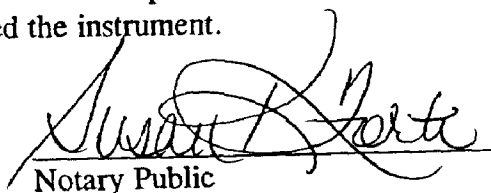
3. The Merger Agreement was approved and adopted on September 9, 1997 pursuant to the unanimous resolution of the Board of Directors of the sole stockholder of both the Surviving Corporation and the Disappearing Corporation, representing with respect to each corporation all of the shares of each class entitled to vote thereon as a class and representing the total shares entitled to be voted.

In witness whereof, I have executed this Certificate this 10th day of September, 1997.


David N. Keys, Secretary

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 10th day of September, 1997, personally appeared before me, a notary public, David N. Keys, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.


Notary Public

