

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):  
Bekins Holding Company

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: The Bekins Company

Internal  
Address: \_\_\_\_\_

Street Address: 330 South Manheim Road

City: Hillside State: IL Zip: 60162

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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  No

3. Nature of conveyance:

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

Execution Date: June 27, 1994

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

A. Trademark Application No.(s) 76/081,515; 76/142,712

B. Trademark Registration No.(s) 618,004; 659,670; 1,281,891; 1,497,103; 1,200,685

Additional number(s) attached  Yes  No

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

Name: M. John Carson

Internal Address: Fulbright & Jaworski L.L.P.

Street Address: 865 S. Figueroa, 29th Floor

City: Los Angeles State: CA Zip: 90017-2571

6. Total number of applications and registrations involved: \_\_\_\_\_

**12**

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0337

**DO NOT USE THIS SPACE**

9. Signature.

M. John Carson  
Name of Person Signing

  
Signature

April 24, 2003  
Date

Total number of pages including cover sheet, attachments, and document: **4**

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

Additional Registration Nos. for Recordation Cover Sheet

2,427,605

2,446,550

2,455,005

2,550,600

2,584,285

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:  
"THE BEKINS COMPANY", A CALIFORNIA CORPORATION,  
WITH AND INTO "BEKINS HOLDING COMPANY" UNDER THE NAME OF "BEKINS HOLDING COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF MARCH, A.D. 1994, AT 4 O'CLOCK P.M.



Edward J. Freel, Secretary of State

2110726 8100M  
971206130

AUTHENTICATION: 8526068  
06-24-97

DATE:

TRADEMARK  
REEL: 002640 FRAME: 0292

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 04:00 PM 03/30/1994  
944054053 - 2110726

PLAN OF MERGER

PLAN OF MERGER effective as of March 31, 1994, by and between BEKINS HOLDING COMPANY, a Delaware corporation (hereinafter referred to as the "Surviving Corporation"), and THE BEKINS COMPANY, a California corporation (hereinafter referred to as the "Merging Corporation") (jointly the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital stock consisting of 1,000,000 shares of Common Stock, \$.01 par value and 5,000 shares of Preferred Stock, \$.01 par value (the "Surviving Stock"), of which 117,648 shares of Common Stock and no shares of Preferred Stock are issued and outstanding; and

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of California, having an authorized capital stock consisting of 2,000,000 shares of Common Stock no par value, and 10,000 shares of Preferred Stock, no par value (the "Merged Stock"), of which 1,000,000 shares of Common Stock and 5,000 shares of Preferred Stock are issued and outstanding; and

WHEREAS, the Board of Directors and Sole Shareholder of the Merging Corporation deems it advisable to merge with and into the Surviving Corporation and the Board of Directors of the Surviving Corporation deems it advisable that the Merging Corporation merge with and into the Surviving Corporation upon the terms, and subject

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to the conditions hereinafter set forth, in accordance with the respective laws of the States of Delaware and California; and

WHEREAS, the terms and conditions of such merger (the "Merger"), the mode of carrying the same into effect, the assumption of liabilities of the Merging Corporation by the Surviving Corporation, the cancellation of the Merged Stock and such other facts, details or provisions as may be required or permitted to be stated in this Plan of Merger (the "Plan") are hereinbelow set forth;

NOW, THEREFORE, in consideration of the premises and the mutual agreement, covenants and provisions herein contained, the parties hereto agree as follows:

#### ARTICLE I.

##### THE MERGER

Section 1.1. Subject to and in accordance with the provisions of this Plan, Articles of Merger shall be executed by both the Surviving Corporation and the Merging Corporation and thereafter delivered to the respective Secretaries of State of the States of Delaware and California for filing, as provided in Delaware Statutes Section 103 and 252 and in California Statutes Section 1108. The Merger shall become effective as of March 31, 1994 (the "Effective Time"). At the Effective Time, the separate existence of the Merging Corporation shall cease and the Merging Corporation shall be merged with and into the Surviving Corporation.

Section 1.2. Prior to and after the Effective Time, the Surviving Corporation and the Merging Corporation, respectively,

shall take all such actions as may be necessary or appropriate in order to effectuate the Merger. The Surviving Corporation shall not issue shares of the Surviving Stock to the sole shareholder of the merging corporation. The Surviving Stock shall be unaffected by the Merger. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Plan and to vest the Surviving Corporation with full title to all properties and assets of the Constituent Corporations, the officers of each of the Constituent Corporations as of the Effective Time shall take all such further actions as deemed by them to be necessary or proper in the circumstances.

#### ARTICLE II.

##### Cancellation and Effect on Shares

At the effective time each share of the Merged Stock shall be completely canceled; however, shall be unaffected by the Merger.

#### ARTICLE III.

##### Rights and Liabilities of surviving corporation

At and after the Effective Time of the Merger, the Surviving Corporation shall succeed to and possess all of the property (real, personal, and mixed) rights, privileges, franchises, causes of action, and every other asset of the Merging Corporation shall vest in and be held and enjoyed by the Surviving Corporation as fully and entirely without change as if the same were held and enjoyed by the Merging Corporation and shall be managed and controlled by the Surviving Corporation, and the Surviving Corporation shall assume all of the debts, liabilities, duties, and obligations of the Merging Corporation, and any claim existing or action pending by or

against the Merging Corporation may be prosecuted as if the Merger had not taken place or the Surviving Corporation may be substituted in its place. Neither the rights of creditors (including secured creditors) nor liens upon the property of the Merging Corporation may be impaired by the Merger. The Surviving Corporation shall indemnify and hold harmless to the fullest extent allowed by the laws of Delaware and California, respectively, the Officers and Directors of each of the Constituent Corporations as parties to this Merger against all debts, liabilities, duties, and obligations, and against all claims and demands, arising out of or in connection with the Merger.

#### ARTICLE IV.

From and after the Effective Time, until thereafter amended as provided by law, the Articles or Certificate of Incorporation of the Surviving Corporation shall remain unchanged and unaffected by the Merger.

#### ARTICLE V.

##### Conditions of the Merger

Consummation of the Merger is subject to the satisfaction of the following conditions:

(a) Resolutions shall have been adopted by the Boards of the Constituent Corporations and the sole shareholder of the Merging Corporation finally approving this Plan and directing appropriate filings with the respective Secretaries of State of Delaware and California.

(c) Any other requisite statutory or regulatory approvals shall have been obtained.

**ARTICLE VI.**

**Effective Time of the Merger**

Subject to the prior satisfaction of the conditions of the Merger set forth in Article V hereof, the Constituent Corporations shall do all such acts and things as shall be necessary or desirable to make the Effective Time effective on March 31, 1994.

**ARTICLE VII.**

**Miscellaneous**

This Plan may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

This Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware.



**BEKINS HOLDING COMPANY**  
(a Delaware corporation)

ATTEST: [Signature] Assistant Secretary by [Signature] Its Executive Vice President

**THE BEKINS COMPANY**  
(a California corporation)

ATTEST: [Signature] Assistant Secretary by [Signature] Its Executive Vice President

STATE OF MINNESOTA }  
COUNTY OF HENNEPIN } ss.

IN WITNESS WHEREOF, on this 30<sup>th</sup> day of March, 1994, personally came before me, a Notary Public in and for the County and State aforesaid, Roger R. Cloutier, II, Executive Vice President of Bekins Holding Company, a Delaware Corporation, and Executive Vice President of The Bekins Company, a California Corporation, and he respectively duly executed said Plan before me and acknowledged the said Plan to be the act and deed of each of said corporations.

IN WITNESS WHEREOF the said appearer has signed these presents and I have hereunto affixed my official hand and seal, on the day and date first hereinabove written.

(Notarial Seal)

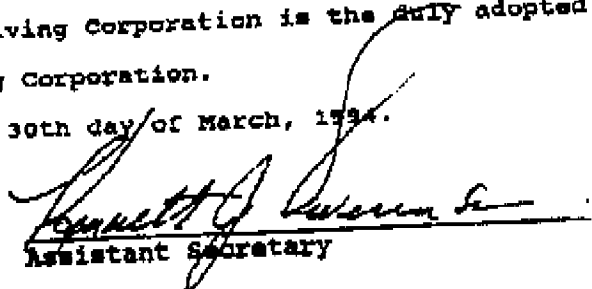
[Signature]  
Notary Public, Hennepin County, MN  
My Commission expires:



**ASSISTANT SECRETARY'S CERTIFICATE**

I, Kenneth J. Severinson, Assistant Secretary of Bekins Holding Company, a corporation organized and existing under the laws of the State of Delaware (the "Surviving Corporation"), hereby certify, as such Assistant Secretary, that the Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the Surviving Corporation and having been signed on behalf of The Bekins Company, a corporation of the State of California (the "Merging Corporation") was duly adopted pursuant to Section 252 of the General Corporation Law of the State of Delaware upon the unanimous written consent of the Surviving Corporation's Board of Directors and Shareholders; and that no shares of the Merging Corporation were issued prior to the adoption by the Board of Directors and Shareholders of the Surviving Corporation of the resolution approving the Plan of Merger; and that the Plan of Merger adopted by action of the Board of Directors and Shareholders of the Surviving Corporation is the duly adopted Plan and act of the Surviving Corporation.

WITNESS my hand on this 30th day of March, 1994.

  
Assistant Secretary

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