

01-16-2003



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Form PTO-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.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): Cameron & Barkley Company

1-10-03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware

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

3. Nature of conveyance:

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

Execution Date: 12/31/2002

2. Name and address of receiving party(ies)

Name: HNA HOLDCO, INC.

Internal Address: Attn: General Counsel

Street Address: 11680 Great Oaks Way

City: Alpharetta State: GA Zip: 30022

- 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

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

A. Trademark Application No.(s) 76/202076

B. Trademark Registration No.(s) 1399930, 2226789

2549696, 1087449, 1353354, 1641971

Additional number(s) attached Yes No 2,616,609

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

Name: Maria T. Hauser, Paralegal

Internal Address: Hagmeyer North America, Inc.

Street Address: 11680 Great Oaks Way

City: Alpharetta State: GA Zip: 30022

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey S. Rosenberg, Asst. Secretary

Handwritten signature of Jeffrey S. Rosenberg

Signature

01-08-03

Date

01/15/2003 DBYRNE 000003 76/202076 40.00 175.00

Total number of pages including cover sheet, attachments, and document: 10

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

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

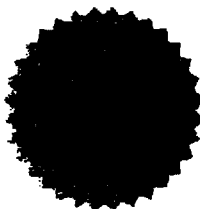
"CAMERON & BARKLEY COMPANY", A DELAWARE CORPORATION,

"TRISTATE ELECTRICAL & ELECTRONICS SUPPLY COMPANY, INC.", A DELAWARE CORPORATION,

WITH AND INTO "HNA HOLDCO, INC." UNDER THE NAME OF "HAGEMEYER NORTH AMERICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTEENTH DAY OF DECEMBER, A.D. 2002, AT 10:03 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



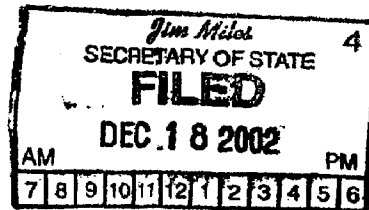
*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3547446 8100M

AUTHENTICATION: 2160041

020780945

DATE: 12-19-02



**ARTICLES OF MERGER**  
**OF**  
**MATERIAL MANAGEMENT & SERVICES, INC.**  
**a South Carolina corporation**

**AND**

**MCJUNKIN-CAMBAR CORPORATION**  
**a Delaware Corporation**

**INTO**

**CAMERON & BARKLEY COMPANY**  
**a Delaware corporation**

**CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE**

**DEC 11 8 2002**

  
**SECRETARY OF STATE OF SOUTH CAROLINA**

To the Secretary of State  
of the State of South Carolina

Pursuant to the provisions of § 33-11-105 of the 1976 South Carolina Code of Laws, as amended, the undersigned foreign corporation as the surviving corporation hereby submits the following information:

**FIRST:** The names of the merging corporations are Material Management & Services, Inc., a South Carolina corporation (the "Domestic Merged Corporation"), McJunkin-CamBar Corporation, a Delaware corporation (the "Foreign Merged Corporation"; the Foreign Merged Corporation together with the Domestic Merged Corporations collectively referred hereinafter as the "Merged Corporations") and Cameron & Barkley Company, a Delaware Corporation (the "Surviving Corporation").

**SECOND:** Immediately prior to the merger, the Surviving Corporation owns 100% of all the issued and outstanding equity interests in each of the Merged Corporations.

**THIRD:** Attached hereto as Exhibit 1 and made a part hereof is the complete executed Plan of Merger dated December 16, 2002 pursuant to which each of the Merged Corporations is to be merged into the Surviving Corporation, which shall continue its corporate existence under and in accordance with the State of Delaware. The Plan of Merger has been adopted by the Board of Directors of the Surviving Corporation and each of the Merged Corporations pursuant to the provisions of the laws of the State of Delaware and the State of South Carolina.

FOURTH: The merger of the Merged Corporations into the Surviving Corporation is permitted by the laws of the jurisdiction of organization of the Foreign Merged Corporation and the Surviving Corporation and has been authorized in compliance with said laws.

FIFTH: The laws of the State of Delaware do not require the Plan of Merger to be approved by the stockholders of the Foreign Merged Corporation and of the Surviving Corporation.

SIXTH: The laws of the State of South Carolina do not require the Plan of Merger to be approved by the stockholder of the Domestic Merged Corporation.

SEVENTH: Copies of process from the Secretary of State of South Carolina shall be mailed to the Surviving Corporation to the following address:

11680 Great Oaks Way  
Alpharetta, Georgia 30022  
Attn: Jeffrey S. Rosenberg, General Counsel

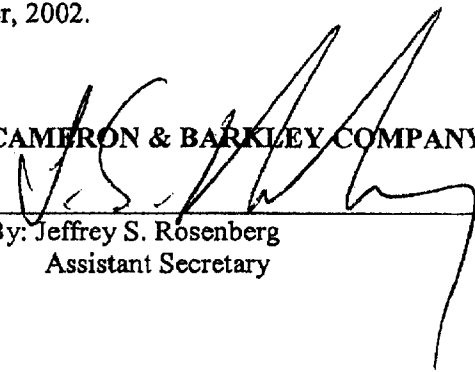
**EIGHTH: THE MERGER SHALL BECOME EFFECTIVE AS OF DECEMBER 31, 2002 AT 11:58 PM.**

**[Signatures will follow on next page]**

**[Signatures to Articles of Merger of Material Management and Services, Inc. and  
McJunkin-CamBar Corporation  
into Cameron & Barkley Company]**

Executed on this 16th day of December, 2002.

**CAMERON & BARKLEY COMPANY**



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By: Jeffrey S. Rosenberg  
Assistant Secretary

**PLAN OF MERGER**

THIS PLAN OF MERGER (the "Plan of Merger") made this 16th day of December, 2002, by and among Cameron & Barkely Company, a Delaware corporation ("Parent"); McJunkin-CamBar Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("McBar"); and Material Management & Services, Inc., a South Carolina corporation and a wholly-owned subsidiary of Parent ("MMSI; MMSI together with McBar collectively referred hereinafter as the "Subsidiaries"), provides for the merger of each of the Subsidiaries into Parent, with Parent being the surviving corporation of the merger.

**WITNESSETH:**

WHEREAS, each of Parent and the Subsidiaries desire to effect the mergers of the Subsidiaries into Parent with Parent surviving and continuing to exist thereafter, in accordance with and subject to the terms and conditions hereinafter set forth (the "Mergers"); and

WHEREAS, the Board of Directors of Parent has determined that the Mergers, as provided in this Plan of Merger, are in the best interests of Parent.

NOW, THEREFORE, the Board of Directors of Parent and each of the Subsidiaries hereby approve the following Plan of Merger:

**ARTICLE ONE**

**MERGERS**

1.1 Effective as of the 31st day of December, 2002 at 11:58 PM (the "Effective Time"), each of the Subsidiaries shall be merged into Parent and Parent shall be the surviving corporation in such Mergers. The Mergers shall in all respects have the effect as provided in the General Corporate Law of Delaware, as amended (the "Delaware Act"), the 1976 South Carolina Code of Laws, as amended, and this Plan of Merger.

1.2 Parent shall continue its corporate existence as the surviving corporation of the Mergers under the laws of the State of Delaware.

1.3 Without limiting the foregoing, on and after the Effective Time, the separate existence of each of the Subsidiaries shall cease, and in accordance with the terms of this Plan of Merger, Parent shall possess all the rights, obligations, privileges, immunities and franchises, of a public or private nature, possessed by each of the Subsidiaries and Parent immediately prior to the Mergers; and all debts due on whatever account, and all other choses in action and all and every other interest of or belonging to or due to any of the Subsidiaries or Parent shall be taken and deemed to be transferred to and vested in Parent without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of Parent as they were of any of the Subsidiaries or Parent

immediately prior to the Mergers; and the title to any real estate, whether by deed or otherwise, vested in each of the Subsidiaries, shall not revert or be in any way impaired by reason of the Mergers. From and after the Effective Time, Parent shall be responsible and liable for all of the liabilities and obligations of each of the Subsidiaries. Any claim existing or action or proceeding pending by or against any of the Subsidiaries or Parent may be prosecuted as if the Mergers had not taken place, or Parent may be substituted in its place. Neither the rights of creditors nor any liens upon property of any of the Subsidiaries or Parent shall be impaired by the Mergers.

1.4 Parent shall take all such action as shall be necessary, appropriate or desirable in order to effectuate the Mergers, including, without limitation, the making, execution of and delivery of any and all documents prescribed by the laws of the State of Delaware, the State of South Carolina and any other applicable laws.

## **ARTICLE TWO**

### **TERMS OF TRANSACTION**

Upon the Effective Time:

- (a) all shares of the capital stock of each of the Subsidiaries that are owned by them as treasury stock, if any, shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;
- (b) each issued and outstanding share of the capital stock of each of the Subsidiaries existing immediately before the Mergers shall no longer be outstanding and shall automatically be cancelled and retired and cease to exist; and
- (c) as a result of subsections (a) and (b) of this Article Two, Parent shall continue as a wholly owned subsidiary of HNA Holdco, Inc., a Delaware corporation, who shall be the sole shareholder of Parent immediately prior to the Effective Time and shall continue as the sole shareholder of Parent thereafter.

## **ARTICLE THREE**

### **CERTIFICATE OF INCORPORATION**

At the Effective Time, the Certificate of Incorporation of Parent as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of Parent as the surviving corporation in the Mergers, until such time as the Certificate of Incorporation shall be thereafter altered, amended or repealed in accordance with the Delaware Act.

## **ARTICLE FOUR**

### **BYLAWS**

At the Effective Time, the Bylaws of Parent as in effect immediately prior to the Effective Time shall be the Bylaws of Parent as the surviving corporation in the Mergers, until such time as such Bylaws are thereafter altered, amended or repealed in accordance with the Delaware Act.

## **ARTICLE FIVE**

### **DIRECTORS AND OFFICERS**

At the Effective Time, and until their successors are duly elected or appointed and have qualified in accordance with the Delaware Act and Parent's Certificate of Incorporation and Bylaws, or until their earlier death, resignation or removal, the directors of Parent immediately prior to the Effective Time shall remain the directors of Parent and the officers of Parent immediately prior to the Effective Time shall remain the officers of Parent.

## **ARTICLE SIX**

### **EFFECTIVENESS OF MERGER**

6.1 A Certificate of Ownership and Merger shall be filed and recorded in the office of the Secretary of State of the State of Delaware in accordance with the Delaware Act.

6.2 Articles of Merger shall be filed with the office of the Secretary of State of the State of South Carolina in accordance with the 1976 South Carolina Code of Laws, as amended.

6.3 The Mergers shall become effective as of the Effective Time, which is the date and time set forth in such certificate and articles.

## **ARTICLE SEVEN**

### **TERMINATION**

At any time prior to the Effective Time, the Board of Directors of Parent may terminate and abandon this Plan of Merger without further action of the sole shareholder of Parent.

## **ARTICLE EIGHT**

### **AMENDMENTS**

Prior to the Effective Time, the Board of Directors of Parent may amend, modify and supplement this Plan of Merger in such manner as it may deem appropriate.



## ARTICLE NINE

### AUTHORIZATION

The appropriate officers of Parent and each of the Subsidiaries are each authorized, empowered and directed to perform any and all acts, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger.

## ARTICLE TEN

### BOARD OF DIRECTORS' APPROVAL

10.1 The Mergers were duly approved by the Board of Directors of Parent as provided in Section § 253 and all other applicable sections of the Delaware Act.

10.2 The Merger was duly approved by the Board of Directors of MMSI as provided in the provisions of § 33-11-105 and all other applicable provisions of the 1976 South Carolina Code of Laws, as amended.

10.3 The Merger was duly approved by the Board of Directors of McBar as provided in Section § 253 and all other applicable sections of the Delaware Act.

## ARTICLE ELEVEN

### NOTICES

All notices, requests, claims, demands and other communications under this Plan of Merger shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties as follows:

If to Parent or any of the Subsidiaries:

Hagemeyer North America, Inc.  
11680 Great Oaks Way  
Alpharetta, Georgia 30022  
Attn: Jeffrey S. Rosenberg, General Counsel

## ARTICLE TWELVE

### MISCELLANEOUS

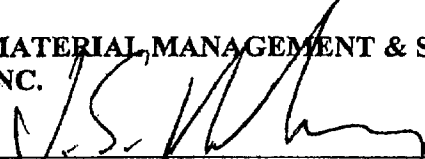
Except as otherwise provided in this Plan of Merger, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than Parent and its respective shareholders, any rights or remedies under or by reason of this Plan of Merger.

[Signatures appear on following page]

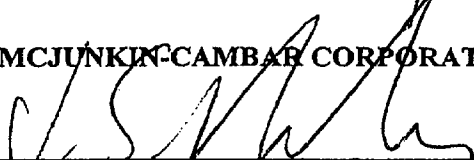
**[Signature Page of Plan of Merger]**

IN WITNESS WHEREOF, the Parent and each of the Subsidiaries have caused this Plan of Merger to be executed on its behalf by their duly authorized officers, as of the date first above written.

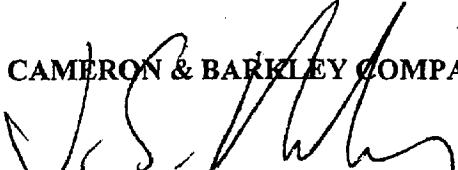
**MATERIAL MANAGEMENT & SERVICES,  
INC.**

  
\_\_\_\_\_  
By: Jeffrey S. Rosenberg  
Assistant Secretary

**MCJUNKIN-CAMBAR CORPORATION**

  
\_\_\_\_\_  
By: Jeffrey S. Rosenberg  
Assistant Secretary

**CAMERON & BARKLEY COMPANY**

  
\_\_\_\_\_  
By: Jeffrey S. Rosenberg  
Assistant Secretary