

01-23-2003



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

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):

FC Royalty Corporation

1-22-03

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

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

2. Name and address of receiving party(ies)

Name: Ferro Glass & Color Corporation

Internal Address:

Street Address: 251 West Wylie Avenue

City: Washington State: PA Zip: 15301

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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, Merger, Security Agreement, Change of Name, Other

Execution Date: 25 January 2002

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

A. Trademark Application No.(s) 569420

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kenneth A. Clark

Internal Address:

Rankin, Hill, Porter & Clark LLP Street Address:

925 Euclid Avenue, Suite 700

City: Cleveland State: OH Zip: 44115

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

060625

(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.

Kenneth A. Clark

Name of Person Signing

Signature

Signature

14 January 2003

Date

5

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

01/22/2003 ECODDER 0000155 060625 569420

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

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Effective 1/31/02

PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan") is made as of the 25th day of January, 2002, by and among Ferro Glass & Color Corporation, a Pennsylvania corporation ("FG&CC"), its wholly-owned subsidiary, FC Royalty Corporation, a Nevada corporation ("Royalty") and its parent, FC Holding Corporation, a Nevada corporation ("Holding"; together with FG&CC and Royalty, the "Constituent Corporations").

WITNESSETH that:

WHEREAS, Holding is a corporation duly organized and existing under the laws of the State of Nevada, with its address at Suite 10, 2325 - B Renaissance Drive, Las Vegas, Nevada 89119;

WHEREAS, FG&CC is a corporation duly organized and existing under the laws of the State of Pennsylvania, with the address of its corporate headquarters at 251 West Wylie Avenue, Washington, Pennsylvania 15301;

WHEREAS, Royalty is a corporation duly organized and existing under the laws of the State of Nevada, with its address at Suite 10, 2325 - B Renaissance Drive, Las Vegas, Nevada 89119;

WHEREAS, Holding owns all of the issued and outstanding shares of FG&CC's capital stock, consisting of 10 (ten) shares of common stock, no par value;

WHEREAS, FG&CC owns all of the issued and outstanding shares of Royalty's capital stock, consisting of 10,000 (ten thousand) shares of common stock, no par value;

WHEREAS, the Board of Directors and the sole stockholder of Holding have deemed it desirable and in the best interests of Holding that Holding be merged with and into FG&CC, with FG&CC to be the surviving corporation, and have approved and adopted this Plan;

WHEREAS, the Board of Directors of FG&CC has deemed it desirable and in the best interests of FG&CC that each of Holding and Royalty be merged with and into FG&CC, with FG&CC to be the surviving corporation in each instance, and has approved and adopted this Plan; and

WHEREAS, the Board of Directors and the sole stockholder of Royalty have deemed it desirable and in the best interests of Royalty that Royalty be merged with and into FG&CC, with FG&CC to be the surviving corporation, and have approved and adopted this Plan.

NOW, THEREFORE, it is agreed as follows:

Section 1: TERMS

1.1 On the Royalty Effective Date (as hereinafter defined), Royalty shall be merged with and into FG&CC, with FG&CC to be the surviving corporation (the "Royalty Merger").

1.2 On the Holding Effective Date (as hereinafter defined), Holding shall be merged with and into FG&CC, with FG&CC to be the surviving corporation (the "Holding Merger").

1.3 Upon the Royalty Effective Date:

(a) all issued and outstanding shares of common stock without par value of Royalty shall be canceled and all rights in respect thereof shall cease, and no shares of FG&CC shall be issued in exchange therefor; and

(b) each of the issued and outstanding shares of FG&CC shall be unchanged and each such share shall continue to represent one share of FG&CC, as the surviving corporation, with the result, among other things, that the sole shareholder of FG&CC immediately prior to the Merger shall remain the sole shareholder of FG&CC immediately after the Merger and be entitled to cast all of the votes entitled to be cast generally for the election of directors.

1.4 Upon the Holding Effective Date:

(a) all issued and outstanding shares of common stock without par value of Holding shall be canceled and all rights in respect thereof shall cease;

(b) all issued and outstanding shares of FG&CC shall be cancelled and all rights in respect thereof shall be canceled; and

(c) ten shares of FG&CC, representing 0.001 (one one-hundredth) share for each cancelled share of Holding, shall be issued to Ferro in consideration for the merger of Holding into FG&CC, with the result, among other things, that the sole shareholder of Holding immediately prior to the Merger shall be the sole shareholder of FG&CC immediately after the Merger and be entitled to cast all of the votes entitled to be cast generally for the election of directors.

Section 2: EFFECTIVE DATES

2.1 If this Plan is not terminated as to the Royalty Merger as contemplated by Section 4, Articles of Merger with respect to the Royalty Merger executed in accordance with the laws of the State of Pennsylvania shall be filed with the Secretary of State of the State of Pennsylvania, and Articles of Merger with respect to the Royalty Merger executed in accordance with the laws of the State of Nevada shall be filed in the Department of State of the State of Nevada (together, the "Royalty Merger Articles"). The Royalty Merger shall become effective at 11:59 p.m. on January 31, 2002 (the "Royalty Effective Date"), provided that the sole stockholder of Royalty has approved and adopted this Plan.

2.2 If this Plan is not terminated as to the Holding Merger as contemplated by Section 4, Articles of Merger with respect to the Holding Merger executed in accordance with the laws of the State of Pennsylvania shall be filed with the Secretary of State of the State of Pennsylvania, and Articles of Merger with respect to the Holding Merger shall be executed in accordance with the laws of the State of Nevada shall be filed in the Department of State of the State of Nevada (together, the "Holding Merger Articles"). The Holding Merger shall become effective at 11:59 p.m. on February 28, 2002 (the "Holding Effective Date"), provided that the sole stockholder of Holding has approved and adopted this Plan.

Section 3:
ARTICLES OF INCORPORATION AND BYLAWS

3.1 The Articles of Incorporation of FG&CC in effect on each of the Royalty Effective Date and the Holding Effective Date shall be the Articles of Incorporation of FG&CC, as the surviving corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

3.2 The Bylaws of FG&CC in effect on each of the Royalty Effective Date and the Holding Effective Date shall be the Bylaws of FG&CC, as the surviving corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

Section 4:
MISCELLANEOUS

4.1 Amendment. This Plan may be amended (a) as to the Royalty Merger by the written agreement of the Constituent Corporations, to the extent permitted by law, at any time prior to the filing of the Royalty Merger Articles as set forth in Section 2.1, and (b) as to the Holding Merger by the written agreement of the Constituent Corporations, to the extent permitted by law, at any time prior to the filing of the Holding Merger Articles as set forth in Section 2.1.

4.2 Termination. This Plan may be terminated by the Board of Directors of FG&CC (a) as to the Royalty Merger, at any time prior to the filing of the Royalty Merger Articles as set forth in Section 2.1, and (b) as to the Holding Merger, at any time prior to the filing of the Holding Merger Articles as set forth in Section 2.1.

4.3 Reformation and Severability. In case any provision of this Plan shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to retain most nearly the intent of the parties, and if such modification is not possible, such provision shall be severed from this Plan, and in either case the validity, legality and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.


4.4 Counterparts. This Plan may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Plan.

4.5 Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to choice of laws principles, including all matters of construction, validity and performance.

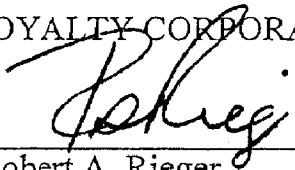
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Ferro Glass & Color Corporation, FC Royalty Corporation and FC Holding Corporation have each caused this Plan to be executed by their duly authorized officers as of the date first above written.

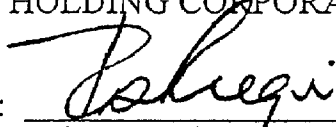
FERRO GLASS & COLOR CORPORATION

By: 
Robert A. Rieger
Its: President

FC ROYALTY CORPORATION

By: 
Robert A. Rieger
Its: President

FC HOLDING CORPORATION

By: 
Robert A. Rieger
Its: President