

05-06-2003



To the Honorable Commissioner

102439972

e attached original documents or copy thereof.

1 Name of conveying party(ies):

Tube Forming, Inc.

5-5-03

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

Name: Tube Forming, L.P.

Address: 2101 West Beltline Road

- Individual
- General Partnership
- Corporation-State: Texas
- Other
- Association
- Limited Partnership

City Carrollton State Texas Zip Code: 75006

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RELATIONS
FINANCE SECTION
2003 MAY -5 AM 10:31

3 Nature of conveyance:

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

Execution Date: December 30, 1996

4 a. Trademark Application No.(s):

4(b). Trademark Registration No.(s): 1,780,154

Additional numbers attached? Yes No

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

Name William H. Brewster

Address: KILPATRICK STOCKTON LLP
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309

6. Total number of applications and registrations involved: 001

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

DO NOT USE THIS SPACE

8 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

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, DC 20231, on 4/30/03

Kristin L. Johnson
Name of Person Signing

Signature

April 30, 2003
Date

Attorney Docket No: 46315/246535

Total number of pages including cover sheet: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 30, 1996, is made and entered into by and between Tube Forming, Inc., a Texas corporation ("TFI"), and Tube Forming, L.P., a Delaware limited partnership (the "Partnership") (TFI and the Partnership being sometimes referred to herein as "Constituent Entities" and the Partnership as the "Surviving Entity").

W I T N E S E T H:

A. TFI is a corporation duly organized and existing under the laws of the State of Texas having an authorized capital stock consisting of 500,000 shares of common stock, par value \$1.00 per share ("TFI Common"), of which, as of the date hereof, 49,000 shares are issued and outstanding and are held by TFI Holdings, Inc., a Delaware corporation ("Holdings").

B. The Partnership is a limited partnership duly organized and existing under the laws of the State of Delaware having partnership interests consisting of a 1% general partnership interest presently held by Wolverine Tube, Inc., a Delaware corporation ("Wolverine"), and a 99% limited partnership interest presently held by TF Investor, Inc., a Delaware corporation ("TF Investor").

C. The respective Boards of Directors of TFI and Wolverine, as the general partner of the Partnership, deem it advisable that TFI merge with and into the Partnership (the "Merger"), upon the terms and conditions set forth herein and in accordance with the Delaware Revised Uniform Limited Partnership Act (the "DRULPA") and the Texas Business Corporation Act (the "TBCA").

NOW THEREFORE, the Constituent Entities agree as follows:

ARTICLE 1 The Merger

1.1 The Surviving Partnership. At the Effective Time (as defined in Section 1.2), TFI will be merged with and into the Partnership upon the terms and conditions set forth in this Agreement as permitted by and in accordance with the DRULPA and the TBCA. At the Effective Time, the separate existence of TFI will cease and the Partnership, as the Surviving Entity, will survive and continue to exist under and be governed by the DRULPA, and the Agreement of Limited Partnership dated as of December 30, 1996 by and between Wolverine, as the sole general partner, and TF Investor, as the sole limited partner, as in effect at the Effective Time. A copy of the Certificate of Limited Partnership of the Partnership is attached hereto as Exhibit A.

1.2 Effective Time of the Merger. The Merger will become effective on the last to occur of (i) the date on which Articles of Merger are filed with the Secretary of State of Texas in accordance with Article 5.04 of the TBCA or (ii) the date on which a Certificate of Merger is filed in the office of the Secretary of State of the State of Delaware pursuant to Section 17-211 of the DRULPA (the "Effective Time").

ARTICLE 2 Certain Effects of the Merger

2.1 Certain Effects of the Merger. At the Effective Time, the general partner and limited partner, respectively, of the Partnership immediately prior to the Merger will be the general partner and limited partner, respectively, of the Partnership, with the same interests in the Partnership that each of such partners had immediately prior to the Merger. The effect of the Merger as of the Effective Time will be as provided in the applicable provisions of the laws of the States of Delaware and Texas.

2.2 Additional Effects of the Merger. Without limiting the generality of Section 2.1 and subject thereto, at the Effective Time (i) the Partnership will possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties, of TFI, (ii) the separate existence of TFI will cease, (iii) all of the property, real, personal and mixed, of TFI, and all debts due on whatever account to TFI, will be deemed to be transferred to and vested in the Partnership, without further action, and (iv) all property, rights, privileges, powers and franchises and all and every other interest will be thereafter as effectually the property of the Partnership as they were of TFI, and (v) the title to any real estate, or any interest therein, vested by deed or otherwise in TFI will not revert or be in any way impaired by reason of the Merger; provided, however, that (A) all rights of creditors and all liens upon any property of TFI will be preserved unimpaired, and all debts, liabilities and duties of TFI may be enforced against Partnership to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, (B) any claim existing or action or proceeding pending by or against TFI may be prosecuted to judgment as if the Merger had not taken place or the Partnership may be proceeded against or substituted in its place, (C) any taxes, penalties and public accounts of the State of Texas, claimed against TFI but not settled, assessed or determined prior to the Merger, will be settled, assessed or determined against the Partnership and, together with interest thereon, will be a lien against the franchises and property, both real and personal, of the Partnership.

2.3 Further Actions. If at any time after the Effective Time the Partnership will consider or be advised that the execution and delivery of any further conveyances, agreements, documents, instruments or assurances or the taking of any other actions may be necessary, appropriate or convenient to vest, perfect, confirm or record in the Partnership the title to any property, rights, privileges, powers and franchises of TFI or otherwise carry out the purpose and intent of this Agreement, the officers and directors

of TFI last in office will be deemed to have granted hereby to the Partnership an irrevocable power of attorney to execute and deliver all documents, instruments and assurances and to take all actions necessary, appropriate and convenient to vest, perfect, confirm or record in the Partnership title to all property, rights, privileges, powers and franchises and otherwise to carry out the purpose and intent of this Agreement and the transactions contemplated hereby, and the officers and directors of the general partner of the Partnership are hereby fully authorized in the name of TFI to take any and all actions.

ARTICLE 3

Effect on TFI Common Stock and Partnership Interests

3.1 Effect on TFI Common Stock. Each share of TFI Common Stock issued and outstanding immediately prior to the Effective Time will at the Effective Time by virtue of the Merger, and without any further action by the holders thereof, be cancelled and retired and all rights in respect thereof will cease to exist, without any conversion thereof or any payment with respect thereto or in exchange therefor.

3.2 Effect on Partnership Interests. From and after the Effective Time, Wolverine will continue to own a 1% general partner interest in the Partnership and TF Investor will continue to own a 99% limited partner interest in the Partnership.

ARTICLE 4

Miscellaneous

4.1 Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.2 Variation and Amendment. Except as provided by the TBCA and the DRULPA, this Agreement may be varied or amended, at any time prior to the Effective Time, by action of the Board of Directors of TFI and the partners of the Partnership.

4.3 Confirmation of Action. Each of the Constituent Entities represents, warrants and confirms that all actions required to be taken by its directors, shareholders and partners for this Agreement to become effective have been taken in accordance with the TBCA and the DRULPA.

4.4 Benefits. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person, firm or corporation, other than the Constituent Entities and their

respective shareholders and partners, any rights or remedies under or by reason of this Agreement.

4.5 Complete Agreement. This Agreement contains the complete agreement among the parties hereto with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

TUBE FORMING, INC.

By: *James E. Derson*
Name: JAMES E. DERSON
Title: Vice President

TUBE FORMING, L.P.

By: Wolverine Tube, Inc., its general partner

By: *James E. Derson*
Name: JAMES E. DERSON
Title: EX. Vice President, Finance & Adm.

*State of Alabama
County of Morgan*

*I certify this document to be a
true original*

Mary Ann Michette
4/29/13

My Commission
Expires 04/07/2004