

6-12-03 TR

06-16-2003



Docket No.:

22496

Tab settings

To the Director of the United States Patent and Trade

102473429

original documents or copy thereof.

1. Name of conveying party(ies):

Hopkins Manufacturing Corporation
428 Peyton
Emporia, Kansas 66801

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

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

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

Name: Hopkins Manufacturing Corporation

Internal Address: _____

Street Address: 428 Peyton

City: Emporia, Kansas State: KS ZIP: 66801

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Kansas

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

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No(s) 1,324,094
It is hereby certified that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner for Trademarks, Mail Stop 0097, Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450, on this 10th day of June, 2003.
 HOVEY WILLIAMS LLP
 S. Ducklow

B. Trademark Registration No.(s)

1,324,094

Yes No

Additional numbers

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

Name: Thomas B. Luebbering

Internal Address: HOVEY WILLIAMS LLP

Suite 400

Street Address: 2405 Grand Boulevard

City: Kansas City State: MO ZIP: 64108

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:

19-0522

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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.

Thomas B. Luebbering, Reg. No. 37,874

Name of Person Signing

Signature

June 10, 2003

Date

Total number of pages including cover sheet, attachments, and TRADEMARK

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FILED
SECRETARY OF STATE
KANSAS

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of the 2nd day of May, 1994, between Hopkins Manufacturing Corporation, a Delaware corporation ("Manufacturing"), and Hopkins, Inc., a Kansas corporation ("Hopkins") (Manufacturing and Hopkins being herein sometimes collectively referred to as the "Merging Corporations" and Hopkins, following the effectiveness of the Merger (as hereinafter defined), being herein sometimes referred to as the "Surviving Corporation").

WHEREAS, Manufacturing is a Delaware corporation that conducts its business primarily in the State of Kansas.

WHEREAS, Hopkins, a Kansas corporation, was formed for the sole purpose of effecting a change in domicile of Manufacturing to Kansas.

WHEREAS, it is desired that the change of domicile be effected by a merger of Manufacturing into Hopkins (the "Merger") pursuant to the laws of the States of Kansas and Delaware, which Merger is intended to qualify as a tax-free reorganization pursuant to section 368(a)(1) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, agreements and conditions contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereby agree as follows:

ARTICLE I

THE MERGER

1.1. The Merger. Upon the effective date of the Merger, Manufacturing shall merge into Hopkins, the separate existence of Manufacturing shall thereupon cease, and Hopkins, as the Surviving Corporation, shall continue its corporate existence under the laws of the State of Kansas under the name "Hopkins Manufacturing Corporation."

1.2. Effective Time. The Merger shall become effective June 3, 1994.

1.3. Articles of Incorporation of the Surviving Corporation. The Articles of Incorporation of Hopkins, as they shall exist immediately prior to the effective date of the Merger, shall be and remain the Articles of Incorporation of the Surviving Corporation, until the same shall be altered, amended or repealed as therein provided, provided, however, that Article I of the Articles of Incorporation shall read as follows:

The name of the Corporation is Hopkins Manufacturing Corporation.

1.4. Bylaws of the Surviving Corporation. The Bylaws of Hopkins, as they shall exist immediately prior to the effective date of the Merger, shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed as therein provided.

1.5. Directors and Officers of the Surviving Corporation. The officers and directors of the Surviving Corporation, to serve in such capacity until the next annual meeting of the stockholders and directors thereof, and until their successors are duly elected and qualified, shall be the present officers and directors of Hopkins, who are as follows:

Board of Directors:

E. L. Hopkins
Kenneth L. Hopkins
Dale Davis
James Campbell
Daryl C. Roecker

Officers:

President	E. L. Hopkins
Vice President	Kenneth L. Hopkins
Vice President	Roger Spoon
Secretary	Lana Richardson
Treasurer	Lana Richardson

ARTICLE II

EXCHANGE

Manufacturing, under its present Articles of Incorporation, is authorized to issue thirty thousand (30,000) shares of Class A Common Stock having a par value of ten cents (\$0.10) per share, of which Four Thousand Nine Hundred and Twenty (4,920) shares are presently issued and outstanding; and Ten Thousand (10,000) shares of Class B Common Stock having a par value of ten cents (\$0.10) per share, of which Ten and 95/100 (10.95) shares are presently issued and outstanding. Hopkins, under its present Articles of Incorporation, is authorized to issue Eight Hundred Thousand (800,000) shares of Class A Common Stock, par value ten cents (\$0.10) per share; One Hundred Thousand (100,000) shares of Class B Common Stock, par value ten cents (\$0.10) per share; and Three Hundred Thousand (300,000) shares of Class C Common Stock, par value ten cents (\$0.10) per share. None of the stock of Hopkins is presently issued and outstanding. The manner and basis for converting the shares of each Merging Corporation shall be as follows:

Upon the effective date of the Merger (and without further act thereafter on the part of the Merging Corporations or their stockholders):

(a) Each then issued and outstanding share of the Class A Common Stock of Manufacturing shall be automatically converted into 100 shares of the Class A Common Stock of Hopkins;

(b) Each then issued and outstanding share of the Class B Common Stock of Manufacturing shall be automatically converted into 100 shares of the Class B Common Stock of Hopkins; and

(c) Immediately upon conversion into shares of Hopkins Common Stock as provided in subsections (a) and (b) above, each share of Manufacturing Common Stock shall be cancelled and retired and cease to exist.

ARTICLE III

CERTAIN EFFECTS OF THE MERGER

3.1 Effect of Merger. Upon the consummation of the Merger, each and every right, privilege, power, immunity and franchise of each of the Merging Corporations, and all property, real, personal and mixed, and all debts, liabilities and obligations, and every other interest of each of the Merging Corporations, shall be transferred to and vested in the Surviving Corporation without further act or deed, and all property, rights, privileges, powers, franchises, and other interests of the Merging Corporations shall be the property of the Surviving Corporation, and the title to any real estate, or any interest therein, vested in either of the Merging Corporations shall not revert or be in any way impaired by reason of the Merger, provided that all rights of creditors and all liens upon the property of either of the Merging Corporations shall be preserved unimpaired; and all debts, liabilities, and obligations of the Merging Corporations shall attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and obligations had been incurred or contracted by it, it being expressly provided that the Merger shall not in any manner impair the rights of any creditor or any liens upon the property of either of the Merging Corporations, and any existing claim or pending action or proceeding by or against either of the Merging Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place.

3.2 Further Assurances. If at any time the Surviving Corporation shall deem or be advised that any further assignments, assurances in the law, or things that are necessary or desirable to vest or confirm in the Surviving Corporation (or any successor or assign thereof) the title to any property or assets of either of the Merging Corporations, the respective officers, directors and representatives of each shall and will, and are hereby fully authorized to, execute and deliver all proper assignments, deeds, confirmations and assurances in the law and do all things necessary or proper so as to vest, approve, ratify or confirm title to such property and assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE IV

CONSENT TO BE SERVED WITH PROCESS

The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Manufacturing, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings. The address to which a copy of such process shall be mailed by the Secretary of State is as follows:

Hopkins Manufacturing Corporation
428 Peyton
Emporia, Kansas 66801-1157

ARTICLE V

APPROVAL OF MERGER

5.1. Approval by Hopkins. The Secretary of Hopkins hereby certifies by signing this Agreement that this Agreement has been adopted by the Board of Directors of Hopkins pursuant to 17-6701(f) of the Kansas General Corporation Code and that no shares of stock of Hopkins were issued prior to the adoption by the Board of Directors of the resolution approving the Agreement.

5.2. Approval by Manufacturing. The Secretary of Manufacturing hereby certifies by signing this Agreement that this Agreement and the Merger have been approved by a majority of the outstanding stock of Manufacturing entitled to vote.

ARTICLE VI

MISCELLANEOUS

6.1. Expenses. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger.

6.2. Amendments. This Agreement cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

6.3. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

IN WITNESS WHEREOF, This Agreement and Plan of Merger has been executed on the date first above written.

HOPKINS MANUFACTURING CORPORATION

ATTEST:

Lana Richardson
Name: Lana Richardson
Title: Secretary

By: E. L. Hopkins
Name: E. L. Hopkins
Title: President

HOPKINS, INC.

ATTEST:

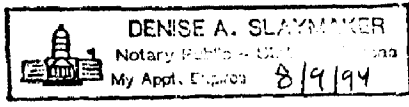
Lana Richardson
Name: Lana Richardson
Title: Secretary

By: Kenneth L. Hopkins
Name: Kenneth L. Hopkins
Title: Vice President

STATE OF Kansas)
) SS.
COUNTY OF Lyon)

On this 26 day of May, 1994, before me personally appeared E. L. Hopkins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his own free act and deed and that the statements contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.



Denise A. Slaymaker
Notary Public

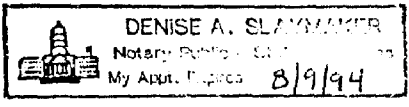
My Commission Expires:

August 9, 1994

STATE OF Kansas)
) SS.
COUNTY OF Lyon)

On this 26 day of May, 1994, before me personally appeared Kenneth L. Hopkins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his own free act and deed and that the statements contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.



Denise A. Slaymaker
Notary Public

My Commission Expires:

August 9, 1994

STATE OF KANSAS

OFFICE OF
SECRETARY OF STATE
BILL GRAVES



To all to whom these presents shall come, Greetings:

I, Bill Graves, Secretary of State of the State of Kansas, do hereby certify that the attached is a true and correct copy of an original on file and of record in this office.

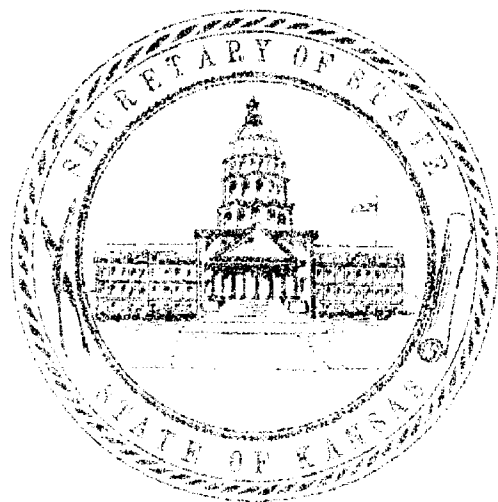
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STATE OF KANSAS
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STATE OF KANSAS CO
VOL 483 PAGE 871
SECRETARY OF STATE

Victoria R...

FILED
JUN 13 1994
COUNTY OF
RECORD

In testimony whereof:

I hereto set my hand and cause to be affixed my official seal. Done at the City of Topeka on the date below: JUN 02 1994



Bill Graves
BILL GRAVES
SECRETARY OF STATE

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