

FORM PTO 1594

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Xenell Corp.

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

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

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

Name: **Xenell Corp.**  
 Internal Address: \_\_\_\_\_  
 Street Address: **800 Kennedy Building**  
 City: **Tulsa**  
 State: **Oklahoma**  
 Zip Code: **74103**

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State of Oklahoma
- 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 names(s) & address(es) attached?     Yes     No

3. Nature of conveyance:

- Assignment                                       Merger
- Security Agreement                           Change of Name
- Other

Execution Date:    November 2, 1992

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,262,277  
1,295,843

Additional numbers attached?     Yes     No

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

Name: Barry R. Lipsitz

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

Street Address: **755 Main Street  
Building No. 8**

City: **Monroe**                      State: **CT**                      ZIP: **06468**

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account no. 50-0625

8. Deposit account number:

The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0625.

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.

**Barry R. Lipsitz**

**December 15, 2003**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and documents: **6**

CH \$65.00 500625 1262277

**FILED**

**NOV 5 1992**

**CERTIFICATE OF MERGER**

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA, **OKLAHOMA SECRETARY OF STATE**  
101 State Capitol Building, Oklahoma City, OK 73105:

This merger is being filed pursuant to Section 1082 of the Oklahoma General Corporation Act.

1. The name and state of incorporation of each of the constituent corporations are:

<u>Name</u>	<u>State</u>	<u>SOS Corp. Key</u>
Xenell Corp.	Oklahoma	
Xenell Corp.	Delaware	FB00443436

2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 1082 of Title 18 of the Oklahoma Statutes, and in accordance with the laws of the State of Delaware. It is the intent that this merger will effect an "F" reorganization pursuant to the Internal Revenue Code.

3. The name of the surviving corporation is Xenell Corp., an Oklahoma corporation.

4. A copy of the Certificate of Incorporation of Xenell Corp., an Oklahoma corporation, the surviving corporation, is attached hereto.

5. The executed Agreement of Merger is on file at the principal place of business of the surviving corporation at Highway 77 South, P. O. Box 669, Wynnewood, OK 73098.

6. A copy of the Agreement of Merger will be furnished on request and without cost to any shareholder of any constituent corporation.

7. Xenell Corp., an Oklahoma corporation, the surviving corporation, hereby agrees that it may be served with process in the State of Oklahoma in any proceeding for enforcement of any obligation of any constituent corporation of the State of Oklahoma, 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 shareholders as determined in appraisal proceedings pursuant to the provisions of Section 1091 of Title 18 of the Oklahoma Statutes.

8. Xenell Corp., an Oklahoma corporation, the surviving corporation, hereby irrevocably appoints the Secretary of State as its agent to accept service of process in any such suit or other

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**OKLAHOMA SECRETARY OF STATE**

**TRADEMARK**

proceedings and a copy of such process shall be mailed by the Secretary of State to P. O. Box 101, Canton, MA 02021.

IN WITNESS WHEREOF, Xenell Corp., an Oklahoma corporation, the surviving corporation, has caused this Certificate of Merger to be executed by its President and attested by its Secretary, this 2 day of November, 1992.

XENELL CORP., an Oklahoma corporation

ATTEST:

Eileen M. Ward  
Eileen M. Ward, Secretary

By Frank M. Ward  
Frank M. Ward, President

**CERTIFICATE OF INCORPORATION  
OF  
XENELL CORP.**

**ARTICLE I**

**NAME**

The name of the Corporation is XENELL CORP.

**ARTICLE II**

**REGISTERED OFFICE AND AGENT**

The registered office of the Corporation in the State of Oklahoma is located at 800 Kennedy Building, Tulsa, Oklahoma 74103. The Corporation's registered agent at that office is Gary H. Baker.

**ARTICLE III**

**PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Oklahoma.

**ARTICLE IV**

**CAPITALIZATION**

The total number of shares which this Corporation is authorized to issue is 50,000 shares, consisting only of shares of Common Stock, par value \$1.00 per share.

**ARTICLE V**

**NO CUMULATIVE VOTING OR PREEMPTIVE RIGHTS**

The holders of record of the Common Stock shall have one vote for each share held of record. Cumulative voting for the election of directors or otherwise is not permitted.

No holder of record of Common Stock shall have a preemptive right or be entitled as a matter of right to subscribe for or purchase (1) any shares of capital stock of the Corporation of any class whatsoever, or (2) warrants, options or rights of the Corporation, or (3) securities convertible into, or carrying warrants, options or rights to subscribe for or purchase, capital stock of the Corporation of any class whatsoever, whether now or hereafter authorized or outstanding.

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**ARTICLE VI****INCORPORATOR**

The name and address of the incorporator is Gary H. Baker, 800 Kennedy Building, Tulsa, Oklahoma 74103. The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation with the Secretary of State of Oklahoma. The name and address of the person who is to serve as Director until the first annual meeting of shareholders is Frank M. Ward, P.O. Box 101, Canton, Massachusetts 02021.

**ARTICLE VII****AMENDMENT OF BYLAWS**

The Board of Directors of the Corporation is expressly authorized and empowered to make, alter, amend or repeal the bylaws of the Corporation or to adopt new bylaws.

**ARTICLE VIII****POSSIBLE CONFLICTS OF INTEREST**

No agreement or transaction involving the Corporation or any other corporation, partnership, association or other entity in which the Corporation owns an interest or any properties thereof in which one or more director or officer of the Corporation has a financial interest shall be void or voidable solely for this reason or solely because such directors or officers are present at or participate in the contract or transaction that is approved.

**ARTICLE IX****INDEMNIFICATION**

To the fullest extent allowed by the laws of Oklahoma as in effect from time to time, the Corporation shall indemnify any person (and the heirs, executors and administrators of such person) who is or was a director, officer, employee or agent of the Corporation, or who, at the request of this Corporation, is or was a director, officer, employee, agent, partner, or trustee, as the case may be, of any other corporation, foreign or domestic, or of any partnership, proprietorship, trust, association or other entity in which this Corporation owns an interest, against any and all liabilities and reasonable expenses incurred by him in connection with or resulting from any claim, action, suit or proceeding, whether brought by or in the right of the Corporation or otherwise and whether civil, criminal, administrative or investigative in nature, or in connection with an appeal relating thereto, in which he has become involved as a party or is threatened to be made a party or otherwise, by reason of being or having been such a director, officer, employee or agent.

**ARTICLE X****NO DIRECTOR LIABILITY IN CERTAIN CASES**

To the maximum extent permitted by law, no director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for breach of any fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1053 of Title 18 of Oklahoma Statutes as in effect from time to time for unlawful payment of dividends or stock redemptions, or (iv) for any transaction from which the director derived an improper personal benefit.

**ARTICLE XI****CERTAIN COMPROMISES**

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its shareholders or any class of them, any court of equitable jurisdiction within the State of Oklahoma, on the application in a summary way of this Corporation or of any creditor or shareholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 1105 of Title 18 of the Oklahoma Statutes as in effect from time to time or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 1100 of Title 18 of the Oklahoma Statutes as in effect from time to time, may order a meeting of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number representing three-fourths (3/4ths) in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the compromise or arrangement and the reorganization shall, if sanctioned by the court to which the application has been made, be binding on all the shareholders or class of shareholders of this Corporation, as the case may be, and also on this Corporation.