

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Dayton Reliable Tool & Mfg. Co.

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

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

3. Nature of conveyance:

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

Execution Date: 12/31/03

2. Name and address of receiving party(ies)

Name: DRT Mfg. Co.

Internal

Address: _____

Street Address: 618 Greenmount Blvd.

City: Dayton State: OH Zip: 45409

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- 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) _____

B. Trademark Registration No.(s) 2,277,840;
2,275,958; 1,564,173; 2,037,029

Additional number(s) attached Yes No

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

Name: Kurt L. Grossman

Internal Address: _____

Street Address: Wood, Herron & Evans, LLP
2700 Carew Tower, 441 Vine St.

City: Cincinnati State: OH Zip: 45202-2917

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3000

DO NOT USE THIS SPACE

9. Signature.

Kurt L. Grossman
Name of Person Signing


Signature

January 15, 2004
Date

Total number of pages including cover sheet, attachments, and document: 19

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

CH \$115.00 233000 2277840

200400500142

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/05/2004	200400500142	MERGER/DOMESTIC (MER)	125.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

COOLIDGE, WALL, WOMSLEY & LOMBARD
 33 W. FIRST ST., SUITE 600
 DAYTON, OH 45402

**STATE OF OHIO
 CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

214081

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

DRT MFG. CO.

and, that said business records show the filing and recording of:

Document(s):

MERGER/DOMESTIC

Document No(s):

200400500142



United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio
 this 31st day of December, A.D.
 2003.

J. Kenneth Blackwell
 Ohio Secretary of State

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/05/2004	200400500142	MERGED OUT OF EXISTENCE (MEX)	.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

COOLIDGE, WALL, WOMSLEY & LOMBARD
33 W. FIRST ST., SUITE 600
DAYTON, OH 45402

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1387914

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

DRT MFG. CO.

and, that said business records show the filing and recording of:

Document(s):

MERGED OUT OF EXISTENCE

Document No(s):

200400500142



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 31st day of December, A.D.
2003.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input checked="" type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input type="radio"/> No	PO Box 1329 Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

CERTIFICATE OF MERGER
(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee \$125.00
(154-MER)

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

DAYTON RELIABLE TOOL & MFG CO.

B. Name Change: As a result of this merger, the name of the surviving entity has been changed to the following:
DRT MFG. CO.

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a: (Please check the appropriate box and fill in the appropriate blanks)

- Domestic (Ohio) For-Profit Corporation, charter number 214081
- Domestic (Ohio) Non-Profit Corporation, charter number _____
- Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____ and licensed to transact business in the State of Ohio under license number _____
- Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____ and NOT licensed to transact business in the state of Ohio, _____
- Domestic (Ohio) Limited Liability Company, with registration number _____
- Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____ and registered to do business in the State of Ohio under registration number _____
- Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____ and NOT registered to do business in the State of Ohio. _____
- Domestic (Ohio) Limited Partnership, with registration number _____
- Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____

- Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio.
- Domestic (Ohio) Partnership having limited liability, with the registration number _____
- Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio.
- Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and licensed to transact business in the state of Ohio under license number _____
- Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and not licensed to transact business in the state of Ohio.
- General partnership not registered with the state of Ohio

II. MERGING ENTITY

The name, charter/license/registration number, type of entity, state/country of incorporation or organization, respectively, of which is the entities merging out of existence are as follows: (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the merging entities)

(Please list the Ohio charter, license/registration no. below)

Name / charter, license or registration number	State/Country of Organization	Type of Entity
<u>DRT MFG. CO. #1387914</u>	<u>Ohio/USA</u>	<u>for profit corporation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

III. MERGER AGREEMENT ON FILE

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Richard A. Schwartz 33 West First Street, Suite 600
 (name) (street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Dayton Ohio 45402
 (city, village or township) (state) (zip code)

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on: December 31, 2003 (if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing, if no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

The laws of the state or country under which each constituent entity exists, permits this merger. This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

VI. STATUTORY AGENT

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Gary L. Van Gundy (name) 618 Greenmount Blvd. (street) NOTE: P.O. Box Addresses are NOT acceptable. Dayton, Ohio 45409 (city, village or township) (zip code)

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct business in the state of Ohio)

VII. ACCEPTANCE OF AGENT

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature of Agent

(The acceptance of agent must be completed by the surviving entities if through this merger the statutory agent has changed, or the named agent differs in any way from the name currently on record with the Secretary of State.)

VIII. STATEMENT OF MERGER

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity

IX. AMENDMENTS

The (articles of incorporation) articles of organization, certificate of limited partnership or registration of partnership having limited liability (circle appropriate term) of the surviving domestic entity have been amended.

- Attachments are provided No Changes

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A. The listed surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

(name) (street) NOTE: P.O. Box Addresses are NOT acceptable. , Ohio (city, village or township) (zip code)

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business on Ohio expires or is canceled.

B. The qualifying entity also states as follows: (Complete only if applicable)

1. Foreign Notice Under Section 1703.031

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a.) The name of the Foreign Nationally/Federally chartered bank, savings bank, or savings and loan association is

(b.) The name(s) of any Trade Name(s) under which the corporation will conduct business:

(c.) The location of the main office (non-Ohio) shall be:

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(county)

(state)

(zip code)

(d.) The principal office location in the state of Ohio shall be:

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(county)

Ohio

(state)

(zip code)

(Please note, if there will not be an office in the state of Ohio, please list none.)

(e.) The corporation will exercise the following purpose(s) in the state of Ohio:

(Please provide a brief summary of the business to be conducted; a general clause is not sufficient)

2. Foreign Qualifying Limited Liability Company

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a.) The name of the limited liability company in its state of organization/registration is

(b.) The name under which the limited liability company desires to transact business in Ohio is

(c.) The limited liability company was organized or registered on _____
under the laws of the state/country of _____

(d.) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (state) (zip code)

3. Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed).

(a.) The name of the limited partnership is

(b.) The limited partnership was formed on _____

(c.) The address of the office of the limited partnership in its state/country of organization is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (county) (state) (zip code)

(d.) The limited partnership's principal office address is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (county) (state) (zip code)

(e.) The names and business or residence addresses of the General partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

(f.) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (county) (state) (zip code)

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

4. Foreign Qualifying Partnership Having Limited Liability

(a.) The name of the partnership shall be

(b.) Please complete the following appropriate section (either item b(1) or b(2)):

(1.) The address of the partnership's principal office in Ohio is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, Ohio _____
(city, village or township) (zip code)

(If the partnership does not have a principal office in Ohio, then items b2 must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, _____, _____
(city, township, or village) (state) (zip code)

(c.) The name and address of a statutory agent for service of process in Ohio is as follows:

(name)

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, Ohio _____
(city, village or township) (zip code)

(d.) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed

(e.) The business which the partnership engages in is:

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

DAYTON RELIABLE TOOL & MFG CO.
(Exact name of entity)

DRT MFG. CO.
(Exact name of entity)

By: [Signature]
Its: President Gary L. Van Gundy

By: [Signature]
Its: President Gary L. Van Gundy

Date: 12/30/03

Date: 12/30/03

(Exact name of entity)

(Exact name of entity)

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

(Exact name of entity)

(Exact name of entity)

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

(Exact name of entity)

(Exact name of entity)

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

(Exact name of entity)

(Exact name of entity)

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input checked="" type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input type="radio"/> No	PO Box 1028 Columbus, OH 43216

Certificate of Amendment by Shareholders or Members

(Domestic)

Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

<input checked="" type="checkbox"/> (1) Domestic for Profit Amended (122-AMAP)	<input type="checkbox"/> Amendment (125-AMDS)	<input type="checkbox"/> (2) Domestic Non-Profit Amended (126-AMAN)	<input type="checkbox"/> Amendment (128-AMD)
--	---	---	--

Complete the general information in this section for the box checked above.

Name of Corporation Dayton Reliable Tool & Mfg Co.

Charter Number 214018

Name of Officer Gary L. Van Gundy

Title President

Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

A meeting of the shareholders directors (non-profit amended articles only)

members was duly called and held on _____ (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise _____ % as the voting power of the corporation.

In a writing signed by all of the shareholders directors (non-profit amended articles only)

members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

All of the following information must be completed if an amended box is checked.

If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: DRT MFG. CO.

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

Dayton
(city, village or township)

Montgomery
(county)

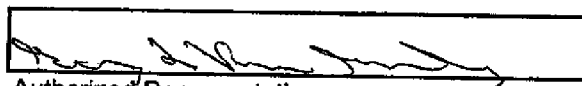
THIRD: The purposes of the corporation are as follows:

See attached Exhibit A

FOURTH: The number of shares which the corporation is authorized to have outstanding is: See attached Exhibit A
(Does not apply to box (2))

REQUIRED

Must be authenticated
(signed) by an authorized
representative
(See Instructions)



Authorized Representative
Gary L. Van Gundy

(Print Name)

12/30/03

Date



Authorized Representative

(Print Name)



Date

EXHIBIT A

THIRD: The purposes for which the Company is formed are:

(a) The manufacturing, fabricating, buying, selling and otherwise dealing in and with, tools, dies, jigs, fixtures, gauges, special machinery, machined and fabricated parts and assemblies, and the doing of any and all things necessary and incident thereto.

(b) The purchasing and otherwise acquiring, owning, mortgaging, pledging, selling, leasing, transferring, and dealing in and with, real property, of every class and description and wherever situated and the doing of any and all things necessary and incident thereto.

(c) To engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Ohio Revised Code, as the same may be amended from time to time.

Nothing herein shall be deemed to limit or exclude in any manner the capacity, power, right, privilege or authority granted to, or inhering within, the Company by virtue of the common law and the General Corporation Law of Ohio, as the same may be amended from time to time.

FOURTH: The authorized number of shares of the Company shall be Four Hundred Sixteen Thousand (416,000), of which Four Hundred Eight Thousand (408,000) shall be common shares, without par value (the "Common Shares"), and Eight Thousand (8,000) shall be preferred shares, with a par value of \$625 per share (the "Preferred Shares"). The following is a statement of the express terms, powers, preferences, rights, qualifications, limitations and restrictions of the Preferred Shares:

(a) Dividends

The holders of the Preferred Shares shall be entitled to receive cumulative dividends at a rate of eight percent (8%) of the original issue price per annum from the date of issuance to the date of redemption, conversion or liquidation. Accrued and unpaid dividends shall accrue interest at the rate of eight percent (8%) per annum compounded annually. All dividends and interest on accrued dividends shall be due and payable November 1, 2010, if not previously paid. No dividend shall be paid on any other class of shares as long as there are any accrued but unpaid dividends relating to the Preferred Shares.

(b) Liquidation

Upon any (i) acquisition of the Company by another entity by means of a merger, consolidation, sale of all or substantially all of the Company's assets, share exchange, reorganization or otherwise, (ii) a voluntary bankruptcy, (iii) an involuntary bankruptcy not dismissed within ninety (90) days of the initial filing or (iv) a dissolution, liquidation or winding up of the Company (all or any of which shall hereinafter be referred to as an "Event of Liquidation"), the holders of Preferred Shares shall be entitled to receive, in preference to any

payment that may be made to the holders of Common Shares, the sum of \$625 per share, together with all accumulated and unpaid dividends and interest thereon (the "Liquidation Payment").

If the assets and surplus funds available for distribution among the record owners of Preferred Shares shall be insufficient to make this Liquidation Payment, then the entire assets and surplus funds of the Company legally available for distribution shall be distributed ratably on a per-share basis among the record owners of Preferred Shares in amounts up to the Liquidation Payment.

After payment of the full Liquidation Payment mentioned above, the holders of Preferred Shares shall not be entitled to any further participation in any distribution of the assets or funds of the Company, and the remaining assets and funds of the Company shall be divided and distributed among the holders of the Common Shares then outstanding according to their respective interests.

The Company shall give each record owner of Preferred Shares and Common Shares written notice of any Event of Liquidation (i) not later than ten (10) days prior to the record date associated with any shareholder approval required with respect to such Event of Liquidation, or (ii) if no such shareholder approval is required, or if the record date for determining the holders of capital stock entitled to the liquidating distribution resulting from such transaction is different from the record date with respect to the required shareholder approval discussed above, not later than ten (10) days prior to the record date associated with such liquidating distribution. Furthermore, the Company shall also notify such record owners in writing of the final approval, if shareholder approval is required, and the closing, if any, of the Event of Liquidation. Notwithstanding the foregoing, any notice requirement of this paragraph may be waived by the written consent of a majority of the record owners of the then-outstanding Common Shares and the Preferred Shares, voting as a separate class.

(c) Redemption

All or any part of the outstanding Preferred Shares may be redeemed, at the option of the Company, at any time, or from time to time, within seven (7) years after the effective date of these Amended and Restated Articles of Incorporation (the "Redemption Period"). On any partial redemption, the shares to be redeemed may be selected by lot, or pro rata from all holders of Preferred Shares, or from one or more holders of Preferred Shares, even though less than all, designated by the Board of Directors, or in any other manner the Board of Directors may determine. Notice of any redemption of this type shall be given by registered or certified mail not less than ten (10) days prior to the date fixed for redemption, to each shareholder whose shares are to be redeemed, at his or her address appearing on the corporate records. The notice shall state the number of the shareholder's shares that are to be redeemed, the time and place of redemption, and the redemption price. The redemption price for each preferred share shall be equal to the Liquidation Payment of such share. Except with reference to a partial redemption of a shareholder's shares to which he or she has not consented, all rights of the shareholders to whom notice shall be given that arise from ownership of the shares to be redeemed, except the right to receive the redemption price, shall cease and terminate on the date fixed for redemption,

notwithstanding that any certificate for Preferred Shares so called for redemption shall not have been surrendered for cancellation.

(d) Terms of Payment of Redemption Price

Payment of the redemption price of the Preferred Shares redeemed as provided in paragraph (c) above shall be made in full at the time of redemption.

(e) Conversion

In the event that any Preferred Shares have not been fully redeemed by the end of the Redemption Period, the holders of Preferred Shares shall have the option, for a period of ninety (90) days following the end of the Redemption Period, to convert all, but not less than all, of their unredeemed Preferred Shares into Common Shares of the Company. Preferred Shares that are converted to Common Shares pursuant to the immediately preceding sentence shall be converted into such number of Common Shares as shall be determined by the following formula:

$$CS = PS \quad (x) \quad [PP / (CP + PP)]$$

Where:

CS = number of Common Shares to be issued upon conversion

PS = number of Preferred Shares held by the holder of Preferred Shares immediately prior to conversion

PP = paid-in-capital with respect to the Preferred Shares being converted immediately prior to conversion

CP = paid-in-capital with respect to the Common Shares immediately prior to conversion

Before any record owner of Preferred Shares shall be entitled to convert the same into Common Shares of the Company, such record owner shall surrender the certificate or certificates therefore, duly endorsed, at the office of the Company, and shall give written notice to the Company at its principal corporate office of the election to convert the same and shall state the name or names in which the certificate or certificates of Common Shares are to be issued. The Company shall, as soon as practicable, issue and deliver to such record owner of Preferred Shares or to the nominee or nominees of such record owner, a certificate or certificates for the number of shares of Common Shares to which such record owner shall be entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Preferred Shares to be converted. Upon such conversion, the rights and preferences of the Preferred Shares converted into Common Shares shall immediately terminate and be of no further force and effect and the persons entitled to receive the Common Shares issuable upon such conversion shall be treated for all purposes as the record owner or owners of such Common Shares as of such date.

If the Common Shares issuable upon the conversion of Preferred Shares shall be changed into the same or a different number of shares of any class or classes of stock of the Company, whether by capital reorganization, reclassification or otherwise, then and in each such event the Preferred Shares shall be convertible into the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification or other change by the number of Common Shares into which such Preferred Shares might have been converted immediately prior to such reorganization, reclassification or change.

No fractional share of Common Shares shall be issued upon the conversion of the Preferred Shares. In the event that a fractional share would otherwise be issued in connection with the conversion of Preferred Shares, the Company shall round the number of Common Shares that would otherwise be issued to each shareholder in connection with the conversion up to the next whole number of Common Shares.

(f) Voting

Holder of Preferred Shares shall have limited voting rights. Except as set forth below, or as otherwise required by law, the holders of Preferred Shares shall not be entitled to vote on those shares at meetings of the shareholders of the Company, nor to receive notice of those meetings. Notwithstanding the above, the holders of Preferred Shares shall be granted the right to vote as a separate class and in accordance with the Code of Regulations of the Company, upon each of the events listed below and no such event shall occur without the prior written consent or approval of the record owners of not less than the majority of the outstanding Preferred Shares:

- (i) any amendment to these Amended and Restated Articles of Incorporation;
- (ii) any amendment to the Company's Code of Regulations, as amended;
- (iii) the issuance of any class of equity securities;
- (iv) any action that may adversely affect the rights of the holders of the Preferred Shares;
- (v) any action of the Company causing it to incur any bank indebtedness subsequent to the effective date of these Amended and Restated Articles of Incorporation in an aggregate amount in excess of \$5,000,000;
- (vi) the sale of any assets of the Company other than in the ordinary course of business;
- (vii) the acquisition of assets in a single, or related, transaction(s) in excess of \$5,000,000;
- (viii) the authorization of the Company to file for protection under the U.S. Bankruptcy Code;

- (ix) the authorization of any action that would constitute an Event of Liquidation;
- (x) any action that would authorize the Company to materially change the nature of its business;
- (xi) the annual selection of the Company's auditors; and
- (xii) any action that restricts the holders of the Preferred Shares from the information to which they are entitled under paragraph (g) below.

(g) Information to Holders of Preferred Shares

As long as any Preferred Shares are outstanding, the Company shall deliver to the holders of such Preferred Shares each of the following:

- (i) not later than the fifteenth calendar day of each month the unaudited financial reports for the preceding month;
- (ii) not later than ten (10) calendar days after they are released by the auditors, the audited annual financial statements of the Company; and
- (iii) such other information regarding the Company as may be requested.

FIFTH: Whenever the vote, consent, waiver or release of the shareholders shall be required under the General Corporation Law of Ohio, as the same may be amended from time to time, and unless otherwise required by Article Fourth of these Amended and Restated Articles of Incorporation, there shall be required only an affirmative or negative vote, as the case may be, of the holders of a majority of the Common Shares for the particular vote, consent, waiver or release to become effective.

SIXTH: The number of directors of the Company shall be five (5). Four (4) directors shall be elected by the holders of the Common Shares and one (1) director shall be elected by the holders of the Preferred Shares. The number of directors may be changed only by an amendment to these Amended and Restated Articles of Incorporation made at an annual meeting of the shareholders, or at a special meeting of shareholders called for that purpose, adopted by a majority vote of the holders of Common Shares and Preferred Shares, present in person or by proxy, and voting as separate classes. No amendment to reduce the number of directors of the Company shall have the effect of removing any director prior to the expiration of his term of office.

(a) Election of Directors

Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any

shareholder entitled to vote at such election, but unless a request is made, the election may be conducted in any manner approved at such meeting.

The four (4) directors elected by the holders of the Common Shares shall be elected by a majority vote of the holders of the Common Shares, voting as a single class. The one (1) director elected by the holders of the Preferred Shares shall be elected by a majority vote of the holders of the Preferred Shares, voting as a single class.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes by each class shall be elected.

(b) Term of Office

Each director shall hold office until the annual meeting of shareholders next succeeding his election or until his successor is elected and qualified, or until his earlier resignation, removal from office, or death. A director may only be removed from office by the requisite vote of the class of shares that elected him as a director.

(c) Qualification of Directors

Directors of the Company need not be shareholders of the Company.

(d) Vacancies

(i) If one of the directors elected by the holders of Common Shares resigns, is removed, or dies while in office and creates a vacancy on the Board of Directors (the "Common Director Vacancy"), the remaining directors elected by the holders of the Common Shares, though less than a majority of the whole authorized number of directors elected by the holders of the Common Shares, may by vote of a majority of their number fill the Common Director Vacancy, such director to serve until an election to fill such vacancy is held by the holders of Common Shares. Holders of Common Shares entitled to elect directors shall have the right to fill any Common Director Vacancy (whether or not the same has been temporarily filled by the remaining directors) at any meeting of the shareholders called for that purpose, and any director elected at any such meeting of shareholders shall serve until the next annual election of directors or until his successor is elected and qualified.

(ii) If the director elected by the holders of the Preferred Shares resigns, is removed, or dies while in office and creates a vacancy on the Board of Directors (the "Preferred Director Vacancy"), the holders of the Preferred Shares, alone, shall have the right to appoint a successor to fill the Preferred Director Vacancy. The holders of the Preferred Shares shall elect the replacement director at any meeting called for that purpose or by written consent, and any director elected at any such meeting of shareholders shall serve until the next annual election of directors or until his successor is elected and qualified.

SEVENTH: No holder of shares of any class of equity security of this Company shall, as such holder, have any preemptive rights in, or preemptive rights to purchase or subscribe to, any

equity security of the Company, or any bonds, debentures, or other securities convertible into any equity security of the Company.

EIGHTH: Any debt owed to SOMEK Corporation as of the effective date of these Amended and Restated Articles of Incorporation shall be senior in priority to any additional indebtedness incurred by the Company, including any bank indebtedness that requires the approval of the holders of Preferred Shares pursuant to paragraph (f)(v) of Article Fourth.

NINETH: These Amended and Restated Articles of Incorporation supersede and take the place of the existing Articles of Incorporation.

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