

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glasfloss Industries, Inc.		12/10/2003	CORPORATION: OHIO
Glasfloss Industries, Inc.		12/10/2003	CORPORATION: WISCONSIN
Glasfloss Industries, L.P.		12/10/2003	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Glasfloss Industries, L.P.
Street Address:	400 S. Hall Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75226
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2300617	PERMASTAT
Registration Number:	2084313	EXCEL
Registration Number:	1854116	CARBOTRON
Registration Number:	1414132	HI-PAK
Registration Number:	1363243	Z PAK
Registration Number:	1363242	INTERCEPTOR 2
Registration Number:	1122288	PURAPAK
Registration Number:	1120953	Z LINE

CORRESPONDENCE DATA

Fax Number: (608)258-4258
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: PTOMailMadison@foley.com
 Correspondent Name: Mark A. Kassel

OP \$215.00 2300617

Address Line 1: 150 E. Gilman St.
Address Line 4: Madison, WISCONSIN 53703-1481

ATTORNEY DOCKET NUMBER: 080408-0106

NAME OF SUBMITTER: Robert N. Young

Total Attachments: 5
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AGREEMENT AND PLAN OF MERGER

THIS PLAN OF MERGER, dated as of December 10, 2003 (the "**Plan of Merger**"), will govern the merger of GLASFLOSS INDUSTRIES, L.P., a Texas limited partnership ("**Glasfloss Texas**"), GLASFLOSS INDUSTRIES, INC., an Ohio corporation ("**Glasfloss Ohio**"), and GLASFLOSS INDUSTRIES, INC., a Wisconsin corporation ("**Glasfloss Wisconsin**").

WHEREAS, Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin desire to merge Glasfloss Ohio, and Glasfloss Wisconsin with and into Glasfloss Texas; and

WHEREAS, Glasfloss Texas is a Texas limited partnership, Glasfloss Ohio is an Ohio corporation and Glasfloss Wisconsin is a Wisconsin corporation; and

WHEREAS, Section 170.1791 of the Ohio General Corporation Law ("**OGCL**") permits the merger of a domestic corporation and a foreign business entity; and

WHEREAS, Section 180.1101 of the Wisconsin Business Corporation Law ("**WBCL**") permits the merger of a domestic corporation and a foreign business entity; and

WHEREAS, Article 6132a-2.11 of the Texas Revised Limited Partnership Act ("**TRLPA**") permits the merger of a domestic limited partnership and a foreign entity; and

WHEREAS, the Merger (as defined below) has been approved by the respective Boards of Directors and shareholders of Glasfloss Ohio and Glasfloss Wisconsin in accordance with the OGCL and the WBCL, and their respective articles of incorporation and by-laws; and

WHEREAS, the Merger (as defined below) has been approved by the partners of Glasfloss Texas in accordance with the TRLPA and its certificate of limited partnership and limited partnership agreement.

NOW, THEREFORE, Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin, in consideration of the mutual promises, agreements and covenants contained herein and in accordance with the TRLPA, OGCL and WBCL, hereby agree as follows:

ARTICLE I THE MERGER

1.01 The Merger. Subject to the terms and conditions of this Plan of Merger, Glasfloss Ohio and Glasfloss Wisconsin shall be merged with and into Glasfloss Texas (the "**Merger**") in accordance with the OGCL, WBCL and TRLPA. Glasfloss Texas shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "**Surviving Limited Partnership**") and shall continue its name and existence under the laws of the State of Texas. At the Effective Time (as hereinafter defined), the separate corporate existences of Glasfloss Ohio and Glasfloss Wisconsin shall cease.

1.02 Effective Time of the Merger. Subject to the provisions of this Plan of Merger, the articles of merger (the "**Articles of Merger**"), and certain certificates of merger (the

“**Certificates of Merger**”) shall be duly prepared and executed by or on behalf of Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin and thereafter delivered to the Texas Secretary of State, the Ohio Secretary of State and the Wisconsin Department of Financial Institutions, as provided in the TRLPA, OGCL and WBCL, as soon as practicable after the approval and adoption of this Plan of Merger. The Merger shall become effective as of the effective date set forth in the Articles of Merger and the Certificates of Merger (the “**Effective Time**”).

1.03 Continuing Rights and Obligations of Surviving Limited Partnership. At and after the Effective Time, the Surviving Limited Partnership shall thereafter be responsible and liable for all the liabilities, deposits, debts, obligations and penalties of each of Glasfloss Ohio and Glasfloss Wisconsin. The Surviving Limited Partnership shall thereupon and thereafter possess all of the rights, privileges, immunities, and franchises, of a public and private nature, of each of Glasfloss Ohio and Glasfloss Wisconsin; and all property, real, personal and mixed, and all of the debts due on whatever account, and all and every other interest, of or belonging to or due to each of Glasfloss Ohio and Glasfloss Wisconsin, shall be taken and deemed to be transferred to and vested in the Surviving Limited Partnership without further act or deed; and the title to any real estate or interest therein, vested in each of Glasfloss Ohio and Glasfloss Wisconsin, shall not revert or be in any way impaired by reason of the Merger. Neither the rights of creditors nor any liens upon the property of the entities shall be impaired by the Merger.

1.04 Articles of Incorporation of Glasfloss Ohio. Attached hereto as *Addendum I* are the Articles of Incorporation of Glasfloss Ohio in effect immediately prior to the Merger.

1.05 By-laws of Glasfloss Ohio. Attached hereto as *Addendum II* are the By-laws of Glasfloss Ohio in effect immediately prior to the Merger.

1.06 Articles of Incorporation of Glasfloss Wisconsin. Attached hereto as *Addendum III* are the Articles of Incorporation of Glasfloss Wisconsin in effect immediately prior to the Merger.

1.07 By-laws of Glasfloss Wisconsin. Attached hereto as *Addendum IV* are the By-laws of Glasfloss Wisconsin in effect immediately prior to the Merger.

1.08 Certificate of Limited Partnership of Glasfloss Texas. The Certificate of Limited Partnership of Glasfloss Texas attached hereto as *Addendum V* in effect immediately prior to the Merger shall be the Certificate of Limited Partnership of the Surviving Limited Partnership after the Merger until thereafter amended in accordance with applicable law.

1.09 Limited Partnership Agreement of Glasfloss Texas. The Limited Partnership Agreement of Glasfloss Texas attached hereto as *Addendum VI* in effect immediately prior to the Merger shall be the Limited Partnership Agreement of the Surviving Limited Partnership after the Merger until thereafter amended in accordance with applicable law.

1.10 Abandonment. This Plan of Merger and the Merger may be abandoned upon the agreement of all of Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin at any time prior to the Effective Time.

1.11 Appointment of Agent in Ohio. Glasfloss Texas hereby (i) consents to be sued with service of process in the State of Ohio and (ii) irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the Surviving Limited Partnership any obligation of Glasfloss Ohio or to enforce the rights of any dissenting shareholder of Glasfloss Ohio.

1.12 Post-Merger Transaction of Business in Ohio. Following the Merger, Glasfloss Texas desires to transact business in the State of Ohio as a foreign limited partnership, and hereby irrevocably appoints Charles Watts, 2168 Commerce Street, Lancaster, Ohio 43130 as its agent upon whom process against the Surviving Limited Partnership may be served within the State of Ohio for so long as the authority of such agent continues. The Surviving Limited Partnership hereby irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process under the circumstances provided for in Ohio Rev. Code Ann., §1703.19.

**ARTICLE II
CONTINUATION OF LIMITED PARTNERSHIP INTERESTS AND CANCELLATION
OF SHARES**

2.01 Continuation of Glasfloss Texas Limited Partnership Interests. The limited partnership interests of Glasfloss Texas issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding after the Merger.

2.02 Cancellation of Glasfloss Ohio Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of common stock, no par value per share, of Glasfloss Ohio (the “**Glasfloss Ohio Stock**”), each share of Glasfloss Ohio Stock issued and outstanding immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive limited partnership interests of Glasfloss Texas to be issued upon surrender of such Glasfloss Ohio Stock as follows:

Name	Shares of Glasfloss Ohio common stock to be cancelled	Limited partnership interests of Glasfloss Texas to be issued
Allison A. Lange	450	34
Robert T. Coulston Trust	60,000	4,516
Anne M. Lange	47,250	3,577
K. Scott Lange Trust	60,000	4,516
Douglas K. Lange	750	57
Kenneth Lange	71,280	5,365

2.03 Cancellation of Glasfloss Wisconsin Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of common stock, no par value per share, of Glasfloss Wisconsin (the “**Glasfloss Wisconsin Stock**”), each share of Glasfloss Wisconsin Stock issued and outstanding immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive limited partnership interests of Glasfloss Texas to be issued upon surrender of such Glasfloss Wisconsin Stock as follows:

Name	Shares of Glasfloss Wisconsin common stock to be cancelled	Limited partnership interests of Glasfloss Texas to be issued
K. Scott Lange Trust	4742	3,151
Robert T. Coulston Trust	4743	3,152
K. Scott Lange	415	276

2.04 Conversion of Glasfloss Ohio Stock and Glasfloss Wisconsin Stock. The conversion of the Glasfloss Ohio Stock and the Glasfloss Wisconsin Stock is based on the agreed relative share value of each of Glasfloss Ohio, Glasfloss Wisconsin and Glasfloss Texas.

ARTICLE III GENERAL PROVISIONS

3.01 Counterparts. This Plan of Merger may be executed in counterparts, each of which shall constitute one and the same document, effective for all purposes as of the date first written above.

3.02 Headings. The headings in this Plan of Merger are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

GLASFLOSS INDUSTRIES, L.P.
(a Texas limited partnership)

By: Glasfloss Industries GP, LLC,
its General Partner

By: K. Scott Lange
Name: K. Scott Lange
Title: President

GLASFLOSS INDUSTRIES, INC.
(an Ohio corporation)

By: K. Scott Lange
Name: K. Scott Lange
Title: President

GLASFLOSS INDUSTRIES, INC.
(a Wisconsin corporation)

By: K. Scott Lange
Name: K. Scott Lange
Title: President