

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
Milestek Corporation		10/30/2000	CORPORATION: DELAWARE
Milestek, Inc.		10/30/2000	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Milestek Corporation
Street Address:	1506 Interstate 35 W
City:	Denton
State/Country:	TEXAS
Postal Code:	76207
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1791303	MILESTEK

CORRESPONDENCE DATA	
Fax Number:	(214)880-0011
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214.979.3065
Email:	daip@hunton.com
Correspondent Name:	John Pinkerton
Address Line 1:	1601 Bryan Street
Address Line 2:	Energy Plaza, 30th Floor
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	84230.019010
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NAME OF SUBMITTER:	Seana L. Montgomery
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Total Attachments: 6
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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER**, dated as of October 30, 2000 (this "**Merger Agreement**"), is made and entered into by and between Milestek Corporation, a Delaware corporation ("**Sub**"), and Milestek, Inc., a Texas corporation ("**Parent**") (Parent and Sub are hereinafter collectively referred to as the "**Constituent Corporations**").

WITNESSETH:

WHEREAS, Parent was incorporated by the filing of Articles of Incorporation with the Secretary of State of the State of Texas on April 6, 1981;

WHEREAS, Sub was incorporated by the filing of a Certificate of Incorporation with the Secretary of State of the State of Delaware on October 27, 2000;

WHEREAS, Parent is a Texas corporation having authorized capital stock consisting of 100,000 shares of Common Stock, \$1.00 par value per share (the "**Parent Common Stock**"), of which 1,000 shares are issued and outstanding and owned of record and beneficially by Frank J. Miles;

WHEREAS, Sub is a Delaware corporation having authorized capital stock consisting of (i) 6,000,000 shares of Class A Common Stock, \$.001 par value per share (the "**Sub Class A Common Stock**"), of which 1,000 shares are issued and outstanding and owned of record and beneficially by Parent; (ii) 339,332 shares of non-voting Class B Common Stock, \$.001 par value per share (the "**Sub Class B Common Stock**"), none of which are issued and outstanding; (iii) 500,000 shares of 12% coupon participating convertible preferred stock, \$.001 par value per share (the "**Sub Series A-1 Preferred Stock**"), none of which are issued and outstanding; (iv) 339,332 shares of 12% coupon non-voting participating convertible preferred stock, \$.001 par value per share (the "**Sub Series A-2 Preferred Stock**"), none of which are issued and outstanding; and (v) 55,556 shares of no dividend participating convertible preferred stock, \$.001 par value per share (the "**Sub Series B Preferred Stock**" and, together with the Sub Series A-1 Preferred Stock and the Sub Series A-2 Preferred Stock, the "**Preferred Stock**"), none of which are issued and outstanding;

WHEREAS, the respective Boards of Directors and the shareholders of the Constituent Corporations have unanimously approved this Merger Agreement and the merger of Parent with and into Sub (the "**Merger**"); and

WHEREAS, the Constituent Corporations desire that the Merger qualify as a reorganization in accordance with Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I**THE MERGER**

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the Texas Business Corporation Act (the "TBCA") and the Delaware General Corporation Law (the "DGCL"), Parent shall be merged with and into Sub at the Effective Time (as hereinafter defined). Following the Merger, the separate corporate existence of Parent shall cease, and Sub shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all of the rights and obligations of Parent in accordance with the TBCA and the DGCL.

1.2 Name of Surviving Corporation. The name of the surviving corporation following the Effective Time (as hereinafter defined) will be Milestek Corporation.

1.3 Effective Time. The parties hereto shall cause the Merger to be consummated by filing Articles of Merger with respect thereto with the Secretary of State of the State of Texas pursuant to the TBCA (the "Articles of Merger") and a Certificate of Ownership and Merger with respect thereto with the Secretary of State of the State of Delaware pursuant to the DGCL (the "Certificate of Merger"). As used in the Merger Agreement, the term "Effective Time" shall mean the date and time of receipt of the Articles of Merger for filing by the Secretary of State of the State of Texas and the Certificate of Merger for filing by the Secretary of State of the State of Delaware, unless a delayed effective time is specified therein.

1.4 Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in Article 5.06 of the TBCA and Section 259 of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of Sub and Parent shall vest in the Surviving Corporation, and all debts, liabilities and duties of Sub and Parent shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 Certificate of Incorporation and By-laws of the Surviving Corporation; Directors and Officers. (a) The Certificate of Incorporation of Sub in effect immediately prior to the Effective Time, attached hereto as Exhibit A, shall be and constitute the Certificate of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

(b) The By-laws of Parent as in effect immediately prior to the Effective Time shall be and constitute the By-laws of the Surviving Corporation until thereafter changed or amended as provided therein or by the Certificate of Incorporation of the Surviving Corporation or by applicable law.

(c) The directors and officers of Sub immediately prior to the Effective Time shall be and constitute the directors and officers of the Surviving Corporation until the next annual meeting of the stockholders of the Surviving Corporation and until their respective successors shall have been duly elected and qualified, or until their earlier resignation, removal or replacement.

1.6 Conversion of Parent Common Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any shareholder of either of the Constituent Corporations:

(a) Each share of Parent Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into 2,707,667 shares of Sub Class A Common Stock and 55,556 shares of Sub Series B Preferred Stock (the "Merger Consideration").

(b) All shares of Parent Common Stock that are held in the treasury of Parent shall be canceled and no consideration shall be delivered in exchange therefor.

(c) Each share of Sub Class A Common Stock that immediately prior to the Effective Time is owned by Parent shall be canceled and revert to the status of authorized but unissued shares and no capital stock of the Surviving Corporation, cash or other consideration shall be paid or delivered in exchange therefor.

(d) All Shares of Parent Common Stock (other than shares of Parent Common Stock to be canceled in accordance with Section 1.6(b)), when so converted as provided in Section 1.6(a), shall no longer be outstanding and shall automatically be canceled and retired and each holder of a certificate theretofore representing any such shares shall cease to have any rights with respect thereto, except the right to receive the portion of the Merger Consideration attributable to such shares.

1.7 Cancellation of Stock Certificates; Closing of Parent Transfer Books. As soon as practicable after the Effective Time, any certificate that prior to the Effective Time shall have represented any shares of Parent Common Stock shall be canceled in accordance with Section 1.6. At the Effective Time, the stock transfer books of Parent shall be closed and no transfer of shares of Parent Common Stock shall thereafter be made.

1.8 Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Corporations, or (b) otherwise to carry out the purposes of this Merger Agreement, the Surviving Corporation and its proper officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Corporations, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Corporations, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Constituent Corporation and otherwise to carry out the purposes of this Merger Agreement.

ARTICLE II**TERMINATION**

2.1 Termination. Notwithstanding the approval of this Merger Agreement by the Board of Directors, and its adoption by the shareholders, of each Constituent Corporation, this Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time:

- (a) by the mutual consent of the Constituent Corporations;
- (b) by either Constituent Corporation if the Merger has not become effective by October 31, 2000 (or such later date as shall be mutually agreed to in writing by the parties hereto); provided, however, that the right to terminate this Merger Agreement pursuant to this clause shall not be available to any party whose failure to fulfill any obligation of this Merger Agreement has been the cause of, or resulted in, the failure of the Merger to have occurred on or prior to this aforesaid date; or
- (c) by any of the parties hereto if any court of competent jurisdiction or any governmental entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Merger Agreement, and such order, decree, ruling or other action shall have become final and nonappealable.

ARTICLE III**GENERAL PROVISIONS**

3.1 Severability. Wherever possible, each provision of this Merger Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Merger Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, such provision shall be ineffective only to the extent of such invalidity, illegality or incapability, without invalidating the remainder of such provision or the remaining provisions of this Merger Agreement. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Merger Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transaction be consummated as originally contemplated to the fullest extent possible.

3.2 Successors and Assigns. Neither this Merger Agreement nor any of the rights, interests or obligations hereunder shall be assigned prior to the Effective Time by any party without the prior written consent of the other party, but, if assigned with such consent, shall inure to the benefit of and be binding upon the successor or assign of the assigning party before the Effective Time and thereafter upon the Surviving Corporation.

3.3 Amendment. This Merger Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

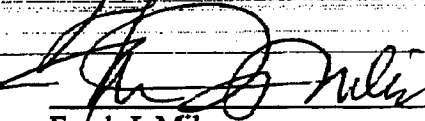
3.4 Execution in Counterparts; Interpretation. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The headings of the several articles and sections contained herein are for reference purposes only and shall not be a part of or affect in any way the meaning or interpretation of this Merger Agreement. Whenever the words "include," "includes" or "including" are used in this Merger Agreement, they shall be deemed to be followed by the words "without limitation."

3.5 Governing Law. Except to the extent that the TBCA shall govern the Merger, this Merger Agreement shall be governed by and construed in accordance with the substantive laws (as opposed to the conflicts of law provisions) of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Merger Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

MILESTEK, INC.

By: 
Frank J. Miles
President

MILESTEK CORPORATION

By: 
Frank J. Miles
Chief Executive Officer

Signature Page
to the
Agreement and Plan of Merger

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