

08-29-2003

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ed original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Name: CMB Industries, Inc.

- Individual(s)
- General Partnership
- Corporation: Michigan
- Corporation of Canada
- Other
- Association
- Limited Partnership

Date of execution of attached Document: September 30, 2002

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

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

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

Name: Core Industries Inc.

Street Address: 13515 Ballantyne Corporate Place

City: Charlotte State/Country: NC ZIP: 28277

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation Nevada
- 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) 75/368,541

B. Trademark Registration Number(s):

Additional numbers attached? Yes No.

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

Name: John H. Weber
 Internal Address: BAKER & HOSTETLER, LLP
Washington Square, Suite 1100
1050 Connecticut Avenue, N.W.
Washington DC 20036-5304

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: 50-2036

Atty. Dkt. No.: 87325-134

(Attach duplicate copy of this page if paying by deposit account)

08/28/2003 DBYRNE 00000093 75368541

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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.

Kenneth H. Oh
Name of Person Signing

KH
Signature

August 11, 2003
Date

Total number of pages comprising cover sheet:

Articles Of Merger
Of
CMB Industries, Inc.
Into
Core Industries Inc.

FILED # C13410-97

SEP 8 0 2002

IN THE OFFICE OF
Dean Heller
DEAN HELLER, SECRETARY OF STATE

Pursuant to Section 92A.200 of the
Nevada Revised Statutes

Pursuant to the provisions of the Nevada Revised Statutes governing the merger of a foreign wholly owned subsidiary corporation into its domestic parent corporation, Core Industries Inc. certifies as follows:

FIRST: Core Industries Inc., (hereinafter referred to as the "parent entity") an entity organized under the laws of the State of Nevada, owns all of the outstanding shares of each class of capital stock of CMB Industries, Inc., (hereinafter referred to as the "subsidiary entity") an entity organized under the laws of the State of Michigan, the laws of which permit this merger.

SECOND: A plan of merger was adopted by each constituent entity, whereby the subsidiary entity is to be merged into the parent entity.

THIRD: Approval of neither the owners of the parent nor owners of the subsidiary entity was required.

FOURTH: The complete executed plan or merger is on file at the place of business of the parent entity located at 13515 Ballantyne Corporate Place, Charlotte, NC 28277 and a copy of the plan will be furnished by the parent entity, on request and without cost, to any owner of the subsidiary entity or any entity which is a party to this merger.

FIFTH: This merger shall be effective upon completion of the filing of the Articles of Merger with the Secretary of State of the state of Nevada in accordance with the Nevada Revised Statutes and the filing of the Certificate of Merger with the Secretary of State of the state of Michigan in accordance with the Business Corporation Act of the State of Michigan.

469360.1

IN WITNESS WHEREOF, these Articles of Merger have been executed by the undersigned, duly authorized officers of the constituent entities, as of the 29th day of September, 2002.

CORB INDUSTRIES INC.


Patrick J. O'Leary, President


Christopher J. Kearney, Exec. VP and Secretary

CMB INDUSTRIES, INC.


Patrick J. O'Leary,
Executive Vice President


Christopher J. Kearney, Exec. VP and Secretary

State of North Carolina

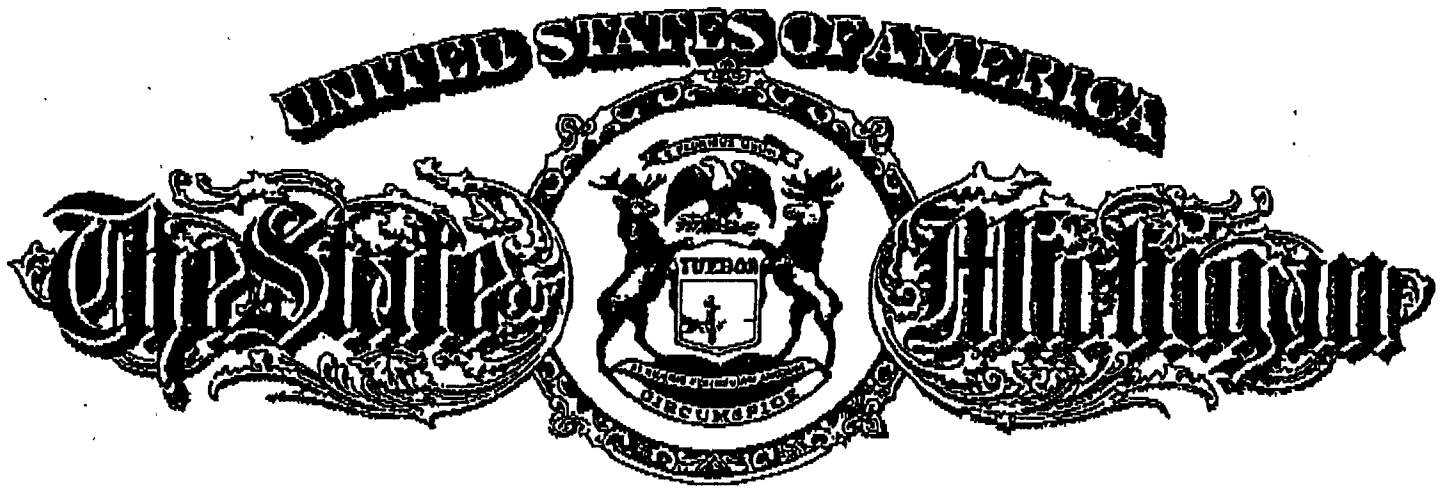
County of Mecklenburg

On September 25, 2007 personally appeared before me, a Notary Public,
Patrick J. O'Leary, and Christopher J. Kearney who acknowledged that
they executed the above instrument.

Suzanne F. Mitchell
Signature of Notary Public

NOTARY STAMP OR SEAL

Commission Expires;
5-29-2009



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 1st day of October, 2002

Andrew H. [Signature], Director
Bureau of Commercial Services

FOURTH: Each share of common stock of CMB Industries, Inc. outstanding immediately prior to the Effective Time, and all rights in respect thereof shall be cancelled and extinguished without any payment of any consideration therefor, and shall thereafter cease to exist. Each share of \$.01 par value common stock of Core Industries Inc. outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall remain outstanding and represent a share of common stock of the surviving corporation, and each such share shall have the identical designation, preferences, limitations and relative rights immediately after the Effective Time as such share had immediately prior to the Effective Time.

FIFTH: The articles of incorporation of Core Industries Inc. shall be the articles of incorporation of the surviving corporation.

SIXTH: An agreement of merger among Core Industries Inc. and CMB Industries, Inc. has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of section 450.1735 of the Act.

SEVENTH: The executed agreement of merger is on file at an office of the surviving corporation, the address of which is 13515 Ballantyne Corporate Place, Charlotte, North Carolina, 28277.

EIGHTH: A copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of any constituent corporation.

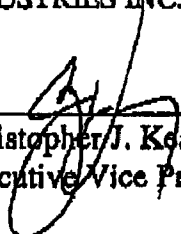
NINTH: The merger is permitted by the laws of the State of Nevada, the jurisdiction under which Core Industries Inc. is organized and Core Industries Inc. has complied with the laws of that jurisdiction in effecting the merger.

TENTH: This certificate of merger shall be effective upon its filing with the State of Michigan in accordance with the Business Corporation Act of the State of Michigan and the filing of the Articles of Merger with the Secretary of State of the State of Nevada in accordance with the Nevada Revised Statutes.

IN WITNESS WHEREOF, this certificate of merger has been executed by the undersigned, a duly authorized officer of the surviving corporation, as of the 25th day of September, 2002.

CORE INDUSTRIES INC.

By: _____


Christopher J. Kearney,
Executive Vice President and Secretary

PATENTS ONLY

Attorney Docket No. 13119-1-2



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

1. Name of Party(ies) conveying an interest:

Richard D. Fields
5577 N. College Avenue
Fresno, California 93704

2. Name and Address of Party(ies) receiving an interest:

CMB INDUSTRIES, INC.
1550 North Peach
Fresno, California

3. Description of the interest conveyed:

Assignment Change of Name Other:
 Security Agreement Merger

4. Application number(s) or patent number(s). Additional sheet attached? Yes No
If this document is being filed together with a new application, the execution date of the application is:

Execution Date:

A. Patent Application No.(s)

07/848,514

B. Patent No.(s)

RECEIVED
92 AUG 27 PM 7:03
ASSIGNMENT BRANCH

REC 215 JUN 83

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

Richard L. Hughes
TOWNSEND and TOWNSEND
Stewart Street Tower
One Market Plaza, 20th Floor
San Francisco, California 94105-1492

6. Number of applications and patents involved:

1

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. Deposit account number (attach duplicate copy of this form if paying by deposit account):

20-1430

DO NOT USE THIS SPACE

9. Date of execution of attached document: July 15, 1992

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 7/15/92 (date).

Richard L. Hughes, Reg. No. 31,264
Name of Person Signing

CS14074 08/20/92 07848574

20-1430 140 581

40.00CH

91637424

ASSIGNMENT OF PATENT APPLICATION

SOLE

WHEREAS, RICHARD D. FIELDS, 5577 North College Avenue, Fresno, California 93704
(name and address of inventor as it appears on application Declaration)

hereinafter referred to as "Assignor", is the inventor of the invention described and set forth in the below identified application for United States Letters Patent:

Title of invention: BACKFLOW PREVENTOR WITH ADJUSTABLE OUTFLOW DIRECTION

Date of execution: Filing date: March 9, 1992 Serial No. 07/848,574 ; and

WHEREAS, CMB INDUSTRIES, INC. of 1550 North Peach, Fresno, CA
(name and address of Assignee)
a California corporation

hereinafter referred to as "Assignee", is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same;

FOR good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application, all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has hereunto signed his/her name this 9th day of July, 1992.

Richard D. Fields
Richard D. Fields (signature of Assignor as written above)

STATE OF CALIFORNIA)
COUNTY OF FRESNO) SS.

Before me Carolyn J. Adams, a Notary Public, duly commissioned and sworn, personally appeared

Richard D. Fields, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he has executed the same.

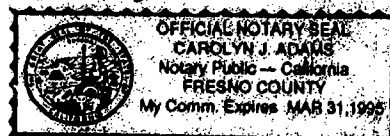
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the

County of Fresno on the date set forth in this certificate.

Carolyn J. Adams
Notary Public

RECORDED
PATENT AND TRADEMARK
OFFICE

My commission expires:
March 31, 1995



TOWNSEND and TOWNSEND
One Market Plaza
Steuart Street Tower, 20th Floor
San Francisco, California 94105
AUG 10 1992

10621511059



PATENT

Attorney Docket No. 15115-13

I hereby certify that this assignment was deposited with the United States Patent and Trademark Office, Commissioner of Patents and Trademarks, D.C. 20231 on June 18, 1992.

TOWNSEND and TOWNSEND

By: *Richard E. Hughes*

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of
DUNHIRE, et al.

Serial No: 07/848,574

Filed: March 9, 1992

For: BACKFLOW PREVENTOR WITH
ADJUSTABLE OUTFLOW
DIRECTION

ATTN: Assignment Branch

TRANSMITTAL LETTER

June 18, 1992

Commissioner of Patents
and Trademarks
Assignment Branch
Washington, D.C. 20231

Sir:

Applicant submits the enclosed Assignment for recordation in the above-identified case. Please charge the recordation fee of \$40.00 to deposit account 20-1430. This Transmittal Letter is submitted in triplicate.

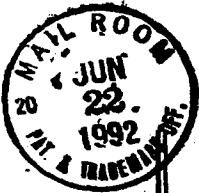
Respectfully submitted

TOWNSEND and TOWNSEND

By: *Richard E. Hughes*
Richard E. Hughes
Reg. No. 31,264

91630732

TOWNSEND and TOWNSEND



1

PATENT

Attorney Docket No. 15115-1-2

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on June 18, 1992.

TOWNSEND and TOWNSEND

By: Allen C. Mansfield

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of

DUMIRE, et al.

Serial No: 07/848,574

Filed: March 9, 1992

For: **BACKFLOW PREVENTOR WITH
ADJUSTABLE OUTFLOW
DIRECTION**

Attn: Assignment Branch

TRANSMITTAL LETTER

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REEL FRAME

June 18, 1992

Commissioner of Patents
and Trademarks
Assignment Branch
Washington, D.C. 20231

Sir:

Applicant submits the enclosed Assignment for recordation in the above-identified case. Please charge the recordation fee of \$40.00 to deposit account 20-1430. This Transmittal Letter is submitted in triplicate.

Respectfully submitted,

TOWNSEND and TOWNSEND

By: Richard L. Hughes
Reg. No. 31,264

TOWNSEND and TOWNSEND
One Market Plaza
Steuart Street Tower, 20th Floor
San Francisco, California 94105
(206) 467-9600

a:1-2asn.tml

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, CHARLES W. DUNMIRE of 10697 N. Lighthouse Dr., Fresno, CA 93720 (name and address of inventors as they appear on application Declaration)

DENNIS G. WHITELAW of 3529 W. Fedora Avenue, Fresno, CA 93722

hereinafter referred to as "Assignors", are the inventors of the invention described and set forth in the below identified application for United States Letters Patent:

Title of invention: BACKFLOW PREVENTOR WITH ADJUSTABLE OUTFLOW DIRECTION

Date(s) of execution:

Filing date: March 9, 1992 Serial No. 07/848,574 ; and

WHEREAS, CMB INDUSTRIES, INC., of 1550 N. Peach, Fresno, California 93747 (name and address of Assignee)

a California corporation

hereinafter referred to as "Assignee", is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same;

FOR good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. patent applications and foreign counterparts on the invention and any improvements (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Charles W. Dunmire
Dennis G. Whitelaw
(signature of Assignors as written above)

June 3, 1992
June 3, 1992
(dates)

RECORDED
PATENT & TRADEMARK OFFICE

JUN 22 92

STATE OF CALIFORNIA)
) SS.
COUNTY OF FRESNO)

Before me Carolyn J. Adams, a Notary Public, duly commissioned and sworn, personally appeared

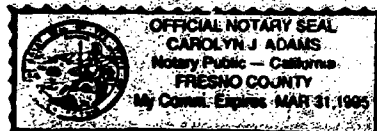
Charles W. Dunmire and Dennis G. Whitelaw, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the

County of Fresno on the date set forth in this certificate.

Carolyn J. Adams
Notary Public

My commission expires:



TOWNSEND and TOWNSEND
One Market Plaza
Steuart Street Tower, 20th Floor
San Francisco, California 94105

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