

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valdese Weavers, Inc.		12/30/2003	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	CV Industries, Inc.
Street Address:	P.O. Box 608
City:	Hickory
State/Country:	NORTH CAROLINA
Postal Code:	28603
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2767650	R3 COLLECTION

CORRESPONDENCE DATA

Fax Number: (703)905-2500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-905-2000
 Email: va-logocops@pillsburywinthrop.com
 Correspondent Name: Pillsbury Winthrop LLP
 Address Line 1: 1600 Tysons Blvd.
 Address Line 2: P.O. Box 10500
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	12093/282281
NAME OF SUBMITTER:	Patrick J. Jennings, Esq.

Total Attachments: 6
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NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER



OF

VALDESE WEAVERS, INC.

FOR REGISTRATION REGISTER OF DEEDS
ELIZABETH T. COOPER
BURKE COUNTY, NC
2004 JAN 28 02:44:19 PM
BK:20 PG:65-71 FEE:\$25.00

INTO

INSTRUMENT # 2004001169

CV INDUSTRIES, INC.

the original of which was filed in this office on the 30th day of December, 2003.



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 30th day of December, 2003

Elaine F. Marshall

Secretary of State

Document Id: C20033640018

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TRADEMARK
REEL: 002828 FRAME: 0332

SOSID: 0133387
Date Filed: 12/30/2003 4:45:00 PM
Effective: 12/31/2003
Elaine F. Marshall
North Carolina Secretary of State
C200336400186

State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER
BUSINESS CORPORATION

Pursuant to §55-11-05 of the General Statutes of North Carolina, the undersigned corporation does hereby submit the following Articles of Merger as the surviving corporation in a merger between two domestic business corporations.

1. The name of the surviving corporation is CV Industries, Inc.
a corporation organized under the laws of North Carolina; the name of the merged corporation is Valdese Weavers, Inc., a corporation organized under the laws of North Carolina.
2. Attached is a copy of the Plan of Merger that was duly approved in the manner prescribed by law by each of the corporations participating in the merger.
3. With respect to the surviving corporation (check either a or b, as applicable):
 - a. Shareholder approval was not required for the merger.
 - b. Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
4. With respect to the merged corporation (check either a or b, as applicable):
 - a. Shareholder approval was not required for the merger.
 - b. Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
5. These articles will be effective upon filing, unless a delayed date and/or time is specified: as of 11:59. P.M. on 12/31/2003.
This is the 26th day of December, 2003.

CV INDUSTRIES, INC.

Name of Corporation


Signature

Richard L. Reese, Secretary

Type or Print Name and Title

NOTES:

1. Filing fee is \$50. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.
2. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

(Revised January 2000)
CORPORATIONS DIVISION

P. O. BOX 29622

(Form B-04)
RALEIGH, NC 27626-0622

TRADEMARK
REEL: 002828 FRAME: 0333

PLAN OF MERGER

THIS PLAN OF MERGER ("Agreement") is made and entered into as of the 26th day of December, 2003, by and between CV INDUSTRIES, INC., a North Carolina corporation ("CVI"), and VALDESE WEAVERS, INC., a North Carolina corporation ("Valdese").

WITNESSETH:

WHEREAS, the shareholders and boards of directors of CVI and Valdese have approved the merger of CVI and Valdese; and

WHEREAS, for federal income tax purposes, it is intended that the merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"):

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agrees as follows:

1. The Merger. At the Effective Time, as defined hereinbelow, Valdese shall be merged into CVI and the separate existence of Valdese shall thereupon cease, in accordance with the applicable provisions of the general corporation laws of the State of North Carolina. CVI will be the surviving corporation in the merger and will continue to be governed by the laws of the State of North Carolina, and the separate corporate existence of CVI and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the laws of the State of North Carolina, will continue unaffected by the merger. The merger will have the effects specified by the corporate law of the State North Carolina.

2. Effective Time. As soon as practicable, Valdese and CVI will cause Articles of Merger to be filed with the Secretary of State of North Carolina, together with any other certificates, instruments, or other documents required to be filed under the corporation laws of the State of North Carolina. Subject to and in accordance with the laws of the State of North Carolina, the merger will become effective as of 11:59 p.m. on December 31, 2003.

3. The Surviving Corporation. The Articles of Incorporation of CVI as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the surviving corporation after the Effective Time. Likewise, the bylaws of CVI as in effect immediately prior to the Effective Time shall be the bylaws of the surviving corporation after the Effective Time.

From and after the Effective Time, the board of directors of CVI shall be the board of directors of the surviving corporation.

4. Cancellation of Shares. Pursuant to this Agreement, at the Effective Time, by virtue of the merger and without any limitation on the part of any holder of any capital stock of Valdese, all shares of common stock of Valdese shall be cancelled and retired, and no shares or other securities of Valdese shall be issuable, and no cash or property shall be exchangeable, with respect thereto.

At the Effective Date, the holders of stock of Valdese shall surrender said certificates of stock ownership to the corporate secretary of Valdese. The corporate secretary of Valdese shall mark said share certificates cancelled and shall return the same to the corporate minute book of Valdese.

Notwithstanding any other provision of this Agreement, until the holders or transferees of certificates of shares of common stock of Valdese have surrendered them for exchange, no dividends shall be paid with respect to any such shares, and no payments for fractional shares shall be made. Upon surrender of a certificate of the common stock of Valdese, there shall be paid to the holder of such certificate the amount of any dividends which theretofore became payable, but which were not paid by reason of the foregoing provision.

Both parties to this Agreement acknowledge that there are no outstanding options for purchase or issuance of common stock of either corporation as of the date of this Agreement, and further, that they warrant and agree that they will not issue any options for acquisition of shares in their respective corporations between the date of this Agreement and the Effective Time. In addition, both parties hereto acknowledge and agree that no common stock dividend, stock split, or interest shall be declared or issued between the date of this Agreement and the Effective Time.

5. Dissenting Shares. Notwithstanding anything to the contrary contained in this Agreement, should the holders of any shares of common stock in Valdese or CVI refuse or fail to vote in favor of the merger, they shall retain all rights of dissenting shareholders as set forth in the corporation laws of the State of North Carolina.

6. Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Valdese shall be closed and no transfer of shares of common stock of Valdese shall thereafter be made. If, after the Effective Time, share certificates of Valdese are presented to the corporate secretary of CVI, they shall be cancelled as set forth hereinabove.

7. Termination and Amendment. This Agreement may be terminated and the merger abandoned at any time prior to the filing of the Articles of Merger by mutual agreement of the boards of directors of CVI and Valdese. This Agreement may be amended by the parties hereto, at any time before or after approval hereof by the stockholders of Valdese, but, after any such approval, no amendment shall be made which (a) alters or changes the amount or kind of consideration to be received by the shareholders of CVI or Valdese in conversion of or in substitution for their shares, (b) in any way materially adversely affects the rights of holders of common stock of Valdese, or (c) changes any of the principal terms of this Agreement, in each case, without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

At any time prior to the Effective Time, the parties hereto may extend the time for performance of any obligations or other acts of the parties hereto, their employees, officers, directors, and shareholders, may waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and may waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of the party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of each party.

8. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or sent by confirmed facsimile, or when received if given by Federal Express or other nationally recognized overnight courier service, or five business days after being deposited in the United States mail, postage prepaid, addressed to the applicable party as follows:

CV Industries, Inc.
PO Box 608
Hickory, NC 28603

Valdese Weavers, Inc.
PO Box 608
Hickory, NC 28603

9. Entire Agreement. This Plan of Merger constitute the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. The parties and their respective affiliates make no representations or warranties to each other except as contained in this Agreement, and any and all prior representations and statements made by any party or its representatives, whether orally or in writing, are deemed to have been merged into this Agreement, it being intended that no such representations or statements shall survive the execution and delivery of this Agreement.

10. Nonwaiver. The failure in one or more instances of a party to this Agreement to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver of such party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges. The same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

12. Severability and Governing Law. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

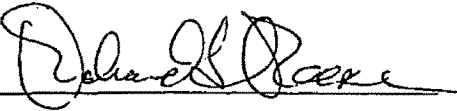
13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

14. Assignability. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.


15. Headings. The headings contained in this Agreement are for the convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be executed as of the 26th day of December 2003.

CV INDUSTRIES, INC.

By: 

VALDESE WEAVERS, INC.

By: 

#229068