

10-30-2003

10-7-03



102587738

... original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):
 Fadal Engineering Company, Inc.
 20701 Plummer Street
 Chatsworth, California 91311

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

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

2. Name and address of receiving party(ies):
 Fadal Machining Centers, LLC
 20701 Plummer Street
 Chatsworth, California 91311

Individual(s) citizenship _____
 Association _____
 Limited Liability Company - Wisconsin
 Corporation _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 17, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.
 B. Trademark Registration No.
1,808,949

Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lori M. Stockton
 Internal Address: BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard, 7th Floor
 City: Los Angeles State: CA ZIP: 90025

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.

Lori M. Stockton
 Name of Person Signing

Signature

October 3, 2003
 Date

Total number of pages comprising cover sheet: 4

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 for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514, on _____

Karen Myers 10/3/03
 Signature Date

10/29/2003 ECUOPER 00000194 1808949 40.00



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared with the document on file in the Corporation Section of the Division of Corporate & Consumer Services of this department, and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in black ink, appearing to read 'Ray Allen'.

RAY ALLEN, Deputy Administrator
Division of Corporate & Consumer Services
Department of Financial Institutions

DATE: SEP 11 2003

BY: A handwritten signature in black ink, appearing to read 'Cathy Mickelson'.

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

ARTICLES OF MERGER

3. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable.

(Append or attach the PLAN OF MERGER. Optional Plan of Merger template on Pages 4 & 5)

4. (OPTIONAL) Effective Date and Time of Merger
These articles of merger, when filed, shall be effective on _____ (date) at _____ (time).
(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

5. Executed on 11/7/02 (date) by the surviving business entity on behalf of all parties to the merger.

G & L USA, LLC, as sole member

By: [Signature] (Signature)

Mark (X) below the title of the person executing the document.

Marsha J. Ferstman (Printed Name)

For a limited partnership

Title: [] General Partner

For a limited liability company

Title: [X] Member OR [] Manager

For a corporation

Title: [] President OR [] Secretary or other officer title _____

This document was drafted by Kevin R. Schulz, Foley & Lardner (Name the individual who drafted the document)

INSTRUCTIONS: (Ref. Ss. 179.77, 180.1105, 181.1105, and 183.1204, Wis. Stats., for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a filing fee of \$150.00, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave, 3rd Floor, Madison WI, 53703.) Sign the document manually or otherwise as allowed under sec. 179.14 (1g) (c), 180.0103 (16), 181.0103 (23) or 183.0107 (1g) (c). NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing impaired may call 608-266-8818 for TDY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER entered into as of November 6, 2002, between Fadal Engineering Company, Inc., a Wisconsin corporation, and Fadal Machining Centers, LLC, a Wisconsin limited liability company.

WITNESSETH:

WHEREAS, one hundred percent (100%) of the issued and outstanding membership interest in Fadal Machining Centers, LLC is held by G & L USA, LLC, a Wisconsin limited liability company;

WHEREAS, Fadal Engineering Company, Inc. has 9,000 authorized shares of common stock, \$.01 par value per share, with 100 shares of common stock issued and outstanding;

WHEREAS, the parties have determined it to be advisable for Fadal Engineering Company, Inc. to merge with and into Fadal Machining Centers, LLC ("Merger") pursuant to the applicable provisions of the Wisconsin Business Corporation Law and the Wisconsin Limited Liability Company Act on the terms hereinafter set forth; and

WHEREAS, the director and the sole shareholder of Fadal Engineering Company, Inc. and the sole member of Fadal Machining Centers, LLC each have approved this Agreement and Plan of Merger and authorized the execution thereof.

PLAN OF MERGER

In consideration of the premises, the parties hereto adopt and make this Agreement and Plan of Merger and prescribe the terms and conditions of such merger and the manner of carrying the same into effect, which shall be as follows:

- 1. Effective on the date of filing (the "Effective Date"), Fadal Engineering Company, Inc. shall be merged with and into Fadal Machining Centers, LLC.**
- 2. The name of the surviving entity is Fadal Machining Centers, LLC with a street address of 20701 Plummer Street, Chatsworth, California 91311.**
- 3. On the Effective Date, by virtue of the Merger and without further action or deed by or on behalf of Fadal Engineering Company, Inc., Fadal Machining Centers, LLC or the directors and sole shareholder or sole member thereof, each share of stock of Fadal Engineering Company, Inc. issued and outstanding immediately prior to the Effective Date shall be cancelled, retired and shall cease to exist, with no payment being made with respect thereto, and shall not be converted into any shares of stock, membership interest, obligations, evidences of ownership, rights to purchase securities or securities of any other corporation, limited liability company or into cash or any other property. On the Effective Date, one hundred percent (100%) of the membership interest in Fadal Machining Centers, LLC issued and outstanding**

immediately prior to the Effective Date shall be an identical issued and outstanding membership interest of the surviving limited liability company.

4. The officers of Fadal Machining Centers, LLC on the Effective Date shall continue to be the officers of the surviving entity, Fadal Machining Centers, LLC thereafter, until their respective successors are duly appointed and elected.

5. The Operating Agreement of Fadal Machining Centers, LLC as it exists immediately prior to the Merger shall remain in effect as the Operating Agreement of the surviving entity, Fadal Machining Centers, LLC thereafter, unaffected by the Merger.

6. On the Effective Date, Fadal Engineering Company, Inc. shall be merged with and into Fadal Machining Centers, LLC, which shall continue its existence under the laws of the State of Wisconsin. The separate existence and corporate organization of Fadal Engineering Company, Inc. shall cease on the Effective Date, and Fadal Machining Centers, LLC shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the entities; and all property, real, personal and mixed, and all debts due on whatever account, including belonging to or due to each of the entities, shall be taken and deemed to be transferred to and vested in Fadal Machining Centers, LLC without further act or deed; and the title to any real estate, or any interest therein, vested in the entities shall not revert or be in any way impaired by reason of such Merger. Fadal Machining Centers, LLC shall thenceforth be responsible and liable for all the liabilities and obligations of each of the entities, and any claim existing or action or proceeding pending by or against the entities may be prosecuted to judgement as if such Merger had not taken place. Neither the rights of creditors nor any liens upon the property of either entity shall be impaired by the Merger.

7. This Agreement and Plan of Merger shall be submitted to the director and sole shareholder or sole member of each of the parties hereto in accordance with the applicable provisions of law, and the consummation of this Agreement and Plan of Merger and the merger herein provided for are conditioned upon the approval hereof by the directors and sole shareholder or sole member of the respective parties as provided by law.

8. This Agreement and Plan of Merger and the Merger herein contemplated may be abandoned upon the mutual agreement of the parties at any time prior to the Effective Date. This Agreement and Plan of Merger may be amended, modified or supplemented at any time (before or after shareholder/member approval) prior to the Effective Date of the Merger with the mutual consent of the board of directors and sole shareholder of Fadal Engineering Company, Inc. and the sole member of Fadal Machining Centers, LLC; provided, however, that this Agreement and Plan of Merger may not be amended, modified or supplemented after it has been approved in any manner which, in the judgment of the member of Fadal Machining Centers, LLC, would have a material adverse effect on the rights of the member or in any manner prohibited under applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed by their duly authorized officers, all as of the date and year first above written.

FADAL ENGINEERING COMPANY, INC.,
a Wisconsin corporation

By: Marsha J. Fershtman

Name: Marsha J. Fershtman

Title: Secretary

FADAL MACHINING CENTERS, LLC,
a Wisconsin limited liability company

By: G & L USA, LLC
(sole member)

By: Marsha J. Fershtman

Name: Marsha J. Fershtman

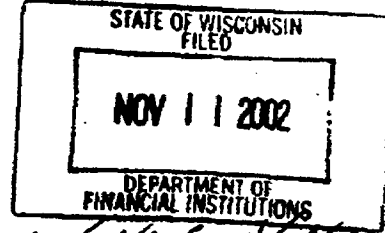
Title: Secretary

\$ 150,00 + \$ 25,00 Eq

ARTICLES OF MERGER

Chap. 180 + Chap. 183

Kevin R. Schulz
Foley & Lardner
Suite 3800
777 East Wisconsin Ave.
Milwaukee, WI 53202-5367



merge: Fadal Engineering Company, Inc. (WI Corp) (NSA - Jerry)
Your return address and phone number during the day (414) 297-5646
into: Fadal Machining Center, LLC (WI LLC) (American)
INSTRUCTIONS (Cont'd)

1. Enter the company name, type of business entity, and state of organization of each non-surviving party to the merger. Definitions of foreign entity types are set forth in ss. 179.01(4), 180.0103(9), 181.0103(13) and 183.0102(8), Wis. Stats.
2. Enter the company name, type of business entity, and state of organization of the surviving business entity.
3. This Article states the manner in which the Plan of Merger was approved. Append or attach the Plan of Merger. A Plan of Merger template is available on pages 4 & 5. Its use is optional.
4. (Optional) If the merger is to take effect at a time other than the close of business on the day the articles of merger are delivered to the department for filing, state the effective date or date and time. An effective date may not be earlier than the date the document is delivered to the Department of Financial Institutions, nor a date more than 90 days after its delivery.
5. Enter the date of execution and the name and title of the person signing the document. If, for example, the surviving business entity is a domestic limited liability company, the Articles of Merger would be signed by a Member or Manager of the limited liability company; if the surviving business entity is a corporation, by an officer of the corporation, etc.

11/11/02
011173
\$ 175⁰⁰

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, please state, "not executed in Wisconsin."

The surviving entity in the merger is alerted to record a conveyance of title ownership of all real estate located in Wisconsin, pursuant to sec. 179.77(6)(c), 180.1106(1)(b), 181.1106(2) or 183.1205(2), whichever is applicable.