


COVER SHEET PURSUANT TO  
37 C.F.R. 3.31

1. Name of party conveying interest:  
**SDT, Inc., a Texas corporation**
2. Name and address of party receiving interest:  
**PDX, Inc., a Texas corporation  
101 Jim Wright Freeway, Suite 200  
Fort Worth, Texas 76108**
3. Description of the interest conveyed or transaction to be recorded:  
**Merger of SDT, Inc., with and into PDX, Inc., with PDX, Inc., being the surviving corporation. Filed is copy of Certificate of Merger issued by Texas Secretary of State.**
4. Each application number and registration number against which the document is to be recorded:
- | <u>Trademark Registration/Application No.</u> | <u>Mark</u> |
|-----------------------------------------------|-------------|
| Serial No. 76-535,625                         | PDX         |
| Registration No. 1,746,853                    | PDX         |
5. Name and address of the party to whom correspondence concerning the request to record the document should be mailed:  
**Clark R. Cowley, Esq.  
301 Commerce Street, Suite 3500  
Fort Worth, Texas 76102**
6. Number of applications or registrations identified in the cover sheet and the total fee:  
**2 - \$65.00      Charge Deposit Account 50-2555**
7. Date the document was executed: **March 11, 2004**
8. No assignee is domiciled outside of the United States.
9. The undersigned party submitting the attached document(s) hereby states that to the best of his knowledge and belief, the information contained on the cover sheet is true and correct and any copy submitted is a true copy of the original document.

CH \$65.00 502555 76636625

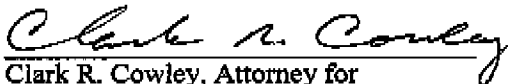
FASTOR\CRCVTMS\SDT2PDX.CVR

  
Clark R. Cowley, Attorney for  
Assignor and Assignee

*June 10, 2004*

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Clark R. Cowley, Attorney for  
Assignor and Assignee

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Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697

Geoffrey S. Connor  
Secretary of State



## Office of the Secretary of State

### CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

SDT, INC.  
Domestic Business Corporation  
[Filing Number: 102607100]

Into

PDX, INC.  
Domestic Business Corporation  
[Filing Number: 78442200]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated: 03/11/2004

Effective: 03/11/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas

MAR 11 2004

# ARTICLES OF MERGER

Corporations Section

Pursuant to the provisions of article 5.04 of the Texas Business Corporation Act, the undersigned corporations adopt the following articles of merger for the purpose of effecting a merger in accordance with the provisions of article 5.01 of the Texas Business Corporation Act:

1. A plan of merger adopted in accordance with the provisions of article 5.04 of the Texas Business Corporation Act providing for the combination of SDT, Inc., a Texas corporation, with and into PDX, Inc., a Texas corporation, and resulting in PDX, Inc., being the surviving corporation is attached hereto as Exhibit A and is hereby incorporated herein by reference.

2. The name of each of the undersigned corporations, the type of such corporation and the laws under which such corporations were organized are:

<u>Name of Corporation</u>	<u>Type of Entity</u>	<u>State</u>
PDX, Inc.	business corporation	Texas
SDT, Inc.	business corporation	Texas

3. As to each of the undersigned corporations, the approval of whose shareholders is required, the number of outstanding shares of each class or series of stock of such corporation entitled to vote, with other shares or as a class, on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class or Series</u>	<u>Number of Shares Entitled to Vote as a Class or Series</u>
PDX, Inc.	860	Common	N/A
SDT, Inc.	860	Common	N/A

4. As to each of the undersigned corporations, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, voted for and against the plan of merger, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for and against the plan of merger, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class or Series</u>	<u>Number of Shares Entitled to Vote as a Class or Series Voted</u>	
				<u>For</u>	<u>Against</u>
PDX, Inc.	860	-0-	Common	N/A	N/A
SDT, Inc.	860	-0-	Common	N/A	N/A

5. The plan of merger and the performance of its terms were duly authorized by all action required by the laws under which each corporation (including any foreign corporation), or other entity that is a party to the plan of merger was incorporated or organized and by its constituent documents.

6. The merger will become effective upon filing these Articles of Merger with the Texas Secretary of State in accordance with the provisions of article 10.03 of the Texas Business Corporation Act.

Dated: Feb. 20, 2004.

PDX, INC.  
(a Texas corporation)



Ken Hill,  
President

SDT, INC.  
(a Texas corporation)



Ken Hill,  
President

One or more of the surviving, new, or acquiring entities will be responsible for the payment of all such fees and franchise taxes and that all of such surviving, new or acquiring domestic or foreign corporations and other entities will be obligated to pay such fees and franchise taxes if the same are not timely paid.

FASTORICRCSDT-MRG.DOC

**EXHIBIT "A"**

**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER** (the **\_Agreement\_**), dated this \_\_\_\_ day of \_\_\_\_\_, 2004, pursuant to the Texas Business Corporation Act, between PDX, Inc., a Texas corporation, and SDT, Inc., a Texas corporation.

**WITNESSETH** that:

**WHEREAS**, all of the constituent corporations desire to merge into a single corporation; and

**NOW THEREFORE**, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

**FIRST:** SDT, Inc., a Texas corporation (the **\_Merged Corporation\_**), hereby merges with and into PDX, Inc., a Texas corporation, which shall be the surviving corporation, and under whose laws it shall be governed.

**SECOND:** The constituent corporations being wholly-owned by one and the same shareholder, the manner of converting the outstanding shares of the capital stock of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the Merged Corporation, which shall be issued and outstanding immediately prior to the effective time of the Merger, if any, shall immediately upon effectiveness of the merger be cancelled and deemed not issued and outstanding; and

(b) Each share of common stock of the surviving corporation which shall be outstanding on the effective time of this merger, and all rights in respect thereof shall upon effectiveness of the Merger therewith remain unchanged and outstanding common stock of the surviving corporation so that immediately upon effectiveness of the merger

the sole shareholder of the surviving corporation shall remain one and the same as that of the Merged Corporation.

(c) After the effective date of this merger, each holder of an outstanding certificate representing shares of common stock of the Merged Corporation shall surrender the same to the surviving corporation, but shall receive no certificate representing any shares of common stock of the surviving corporation on the basis provided herein. Until so surrendered, the certificates representing the outstanding shares of the stock of the Merged Corporation may be treated by the surviving corporation for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange has taken place. After the effective date of this Agreement, each registered owner of any uncanceled shares of common stock of the Merged Corporation shall have said shares cancelled and said registered owner shall be entitled to the number of common shares of the surviving corporation on the basis provided herein.

**THIRD:** The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon the filing of Articles of Merger with the Texas Secretary of State.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in, and devolve upon, the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the Merged Corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the Merged Corporation respectively. The Merged Corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper officers and directors of the Merged Corporation and the proper officers and directors of the surviving corporation are fully



authorized in the name of the Merged Corporation or otherwise to take any and all such action.

**FOURTH:** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the date of filing the Agreement with the Secretary of State, provided that an amendment to this Agreement made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Articles of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President of each party hereto as the respective act, deed and agreement of each of said corporations, on this \_\_\_\_ day of Feb 20 2004.

PDX, INC.,  
a Texas corporation

By: \_\_\_\_\_

Ken Hill,  
President

SDT, INC.  
a Texas corporation

By: \_\_\_\_\_

Ken Hill,  
President

**FACSIMILE COVER SHEET**

**Whitaker, Chalk, Swindle & Sawyer, I.I.P.  
Attorneys at Law**

**3500 City Center Tower II  
301 Commerce Street  
Fort Worth, Texas 76102-4186**

**(817) 878-0500  
Metro (817) 429-6268  
www.whitakerchalk.com**

**Charles D. Gunter, Jr.  
(817) 878-0504**

**Fax (817) 878-0501  
cgunter@whitakerchalk.com**

**To: Trademark Assignment Division**

**Fax Number: 1 703 306 5995**

**From: Clark R. Cowley/Teresa Gwynne**

**Date: June <sup>10</sup>~~7~~, 2004**

**Re: Assignment for Reg. No. 1,746,853 and Serial No. 76/535,625**

**Client No.: 5168.000**

**Number of Pages including Cover Page: 9**

**In the event of problems, please call Sender at the number above.**

**The attached facsimile message is intended only for the use of the recipient named above. Only the intended recipient and the recipient's agent or employee responsible for receiving and delivering facsimile messages are authorized to read, distribute or copy the message. If you have received this communication in error, please notify the above immediately by telephone, collect, if necessary.**