

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
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|                       |  |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

|                      |          |                |                    |
|----------------------|----------|----------------|--------------------|
| CONVEYING PARTY DATA |          |                |                    |
| Name                 | Formerly | Execution Date | Entity Type        |
| WMW Industries, Inc. |          | 12/16/1999     | CORPORATION: TEXAS |

|                      |                       |
|----------------------|-----------------------|
| RECEIVING PARTY DATA |                       |
| Name:                | Johnson Screens, Inc. |
| Street Address:      | 515 Post Oak Blvd.    |
| Internal Address:    | Suite 600             |
| City:                | Houston               |
| State/Country:       | TEXAS                 |
| Postal Code:         | 77027                 |
| Entity Type:         | CORPORATION: DELAWARE |

|                           |         |           |
|---------------------------|---------|-----------|
| PROPERTY NUMBERS Total: 1 |         |           |
| Property Type             | Number  | Word Mark |
| Registration Number:      | 2145303 | MAXPAK    |

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|--|----------------------|
| CORRESPONDENCE DATA  |                      |
| Fax Number:  | (713)787-1440        |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                      |
| Phone:   | 7137871400           |
| Email:   | hollandk@howrey.com  |
| Correspondent Name:  | Julie A. McWhirter   |
| Address Line 1:  | 750 Bering Drive     |
| Address Line 4:  | Houston, TEXAS 77057 |

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 13134.0319.TMUS00 |
|-------------------------|-------------------|

|                    |                      |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Katherine J. Holland |
|--------------------|----------------------|

Total Attachments: 6  
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**ARTICLES OF MERGER  
OF  
WMW INDUSTRIES, INC.  
INTO  
JOHNSON SCREENS, INC.**

**FILED**  
In the Office of the  
Secretary of State of Texas  
**DEC 16 1999**  
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.

An Agreement and Plan of Merger has been adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of WMW Industries, Inc. into Johnson Screens, Inc. resulting in Johnson Screens, Inc. being the surviving corporation. The Agreement and Plan of Merger is set forth as Exhibit A.

1. The names of the corporations participating in the merger and the states under the laws of which they are organized are as follows:

| Name of Corporation:  | State:   |
|-----------------------|----------|
| WMW Industries, Inc   | Texas    |
| Johnson Screens, Inc. | Delaware |

2. The Agreement and Plan of Merger was duly approved by the board of directors and sole shareholder of each corporation on December 1, 1999 as set forth below.

3. As to each of the undersigned corporations, the approval of whose shareholders is required, the number of shares outstanding, and, if the shares of any class or series are entitled to vote as a class, the designation and number of outstanding shares of each such class or series are as follows:

| Name of Corporation   | Number of Shares Outstanding | Class Entitled to Vote | Number of Shares Entitled to Vote |
|-----------------------|------------------------------|------------------------|-----------------------------------|
| WMW Industries, Inc.  | 1,000                        | Common                 | 1,000                             |
| Johnson Screens, Inc. | 1,000                        | Common                 | 1,000                             |

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



**Exhibit A****AGREEMENT AND PLAN OF MERGER**

**THIS IS AN AGREEMENT AND PLAN OF MERGER** dated as of December 1, 1999, ("Agreement") by and between WMW Industries, Inc., a Texas corporation ("Mergee"), and Johnson Screens, Inc., a Delaware corporation ("Johnson Screens"). Mergee and Johnson Screens are sometimes hereinafter collectively referred to as the "Constituent Corporations."

**BACKGROUND**

In order to take advantage of more modern corporate law statute and a more fully-developed body of corporate case law, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

**TERMS**

The parties hereto agree as follows:

**Article I**

**Merger.** Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Mergee shall be merged with and into Johnson Screens (the "Merger") pursuant to the provisions of the Texas Business Corporation Act and the Delaware General Corporation Law, the separate corporate existence of Mergee shall cease, and Johnson Screens shall be the surviving corporation ("Surviving Corporation") and continue its existence under Delaware Law under the name "Johnson Screens, Inc."

**Effect of Merger.** At the effective time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of said Constituent Corporations on whatever account, for stock subscriptions as well as all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

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**Shareholder Approval.** Subsequent to the execution of this Agreement, Mergee and Johnson Screens shall submit this Agreement to each of its shareholders for their approval pursuant to the applicable provisions of the Texas Business Corporation Act and the Delaware General Corporation Law, respectively.

**Instruments of Merger.** Following the approval of this Agreement by the shareholders of Mergee, upon fulfillment or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of the State of Delaware the appropriate Certificate of Merger and with the Secretary of State of the State of Texas the appropriate Articles of Merger, each duly executed between and by Mergee and Johnson Screens in accordance with the respective requirements of the Texas Business Corporation Act, Delaware General Corporation Law and this agreement.

**Effective Time.** The Merger shall become effective December 31, 1999, (such date and time being herein sometimes referred to as the "Effective Time").

## **Article II**

**Certificate of Incorporation: Bylaws.** The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of Johnson Screens as in effect at the Effective Time without further shareholder action. The Bylaws of the Surviving Corporation shall be the same as the Bylaws of Johnson Screens in effect at the Effective Time without further shareholder action.

**Directors.** The directors of Johnson Screens immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

**Officers.** The officers of Johnson Screens immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

## **Article III**

**Conversion of Stock.** At the Effective Time: Each share of the common stock \$.01 par value per share, of Mergee ("Mergee Common Stock") issued and outstanding immediately prior to the Effective Time and each share of Mergee Common Stock held in Mergee's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, \$.01 par value, of Johnson Screens issued and outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, automatically be converted into one share of common Stock, par value \$.01 per share, of the Surviving Corporation.

#### Article IV

**Conditions of Merger.** Consummation of the Merger is subject to the satisfactions, of the following conditions on or before the Effective Time:

**Shareholder Approval.** The Merger shall have received the requisite approval of the sole shareholder of Mergee and Johnson Screens;

**Third Party Consents.** All required consents of third parties with respect to the transactions contemplated by this Agreement are obtained.

These conditions regarding third-party consents set forth above may be waived in the discretion of the Board of Directors of the Company.

#### Article V.

**Modification and Termination.** Notwithstanding satisfaction of the conditions set forth in Article IV hereof, at any time before the Effective Time, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Mergee and Johnson Screens, Inc., provided that no modification, unless adopted and approved by the shareholders of Mergee in the manner prescribed under Texas law, shall (i) change the amount of kind of shares to be received as a result of the Merger following the approval of this Agreement by the shareholders of Mergee, (ii) change any of the terms of the Certificate of Incorporation or (iii) change the terms of this Agreement, if any such change would adversely affect the shareholders of Mergee; and (b) this Agreement may be terminated and abandoned, or its consummation deferred for a reasonable period, if in the opinion of Mergee's Board of Directors, or in the case of deferral, of an authorized officer, such action would be in the best interests of Mergee and its shareholders.

**Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Mergee such deeds and other instruments, and there shall be taken or caused to be taken by it all further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Mergee, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Mergee or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WMW INDUSTRIES, INC.

By: Kevin L. Spence  
Kevin L. Spence, Vice President

JOHNSON SCREENS, INC.

By: Kevin L. Spence  
Kevin L. Spence, Vice President

REC'D - 12/16/99