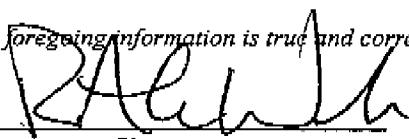


FORM PTO-1595		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		Docket No. B4960-57584	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
<div>1. Name of conveying part(ies): Jason, Incorporated 411 East Wisconsin Avenue, Suite 2500 Milwaukee, Wisconsin 53202 <input type="checkbox"/> Individual(s)<input type="checkbox"/> Association <input type="checkbox"/> General Partnership<input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other: Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		<div>2. Name and address of receiving party(ies): Name: Jason, Incorporated Street Address: 411 East Wisconsin Avenue, Suite 2500 Milwaukee, Wisconsin 53202 <input type="checkbox"/> Individual(s)<input type="checkbox"/> Association <input type="checkbox"/> General Partnership<input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Wisconsin <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			
<div>3. Nature of Conveyance: <input type="checkbox"/> Assignment<input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement<input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 04/28/1993</div>					
<div>4. Application number(s) or trademark number(s): If this document is being filed together with a new application, the execution date of the application is: A. Trademark Application No.(s) B. Trademark Registration No.(s). 1,785,232 for BRADEN & DESIGN 2,107,670 for EXCEL 2,118,311 for TRICEL 2,186,188 for PFS Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>					
<div>5. Name and address of party to whom correspondence concerning document should be mailed: R. Alan Weeks; Reg. No. 36,050 Fellers, Snider, Blankenship, Bailey & Tippens, P.C. 321 S. Boston Ave., Suite 800 Tulsa, OK 74103-3318</div>		<div>6. Total number of applications/registrations involved: 4</div>			
<div>7. Total fee (37 CFR 3.41) \$115.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div>		<div>8. Deposit Account Number: 06-0540 <input checked="" type="checkbox"/> Please also charge Deposit Account Any Fee Deficiencies or Credits (Attach duplicate copy of this page if paying by Deposit Account)</div>			
DO NOT USE THIS SPACE					
<div>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. R. Alan Weeks Typed Name  Signature 8/3/04 Date Total number of pages including cover sheet, attachments, and document: [11]</div>					

1135LBJ:BLA 02/01/93

ARTICLES OF MERGER

02 J015853 OF JASON INCORPORATED (Janesville Products, Inc. - fict name)
 (6:30pm) WITH AND INTO
 01 J018041 JASON MERGER CORP.

In accordance with section 180.1107 of the Wisconsin Business Corporation Law and section 253 of the Delaware General Corporation Law, Jason Merger Corp., a Wisconsin corporation, and Jason Incorporated, a Delaware corporation, hereby adopt the following Articles of Merger: DEC 30 12:00PM

ARTICLE I 137520 DCORP-MI 100.00

The Agreement and Plan of Merger is attached hereto as Exhibit A.

ARTICLE II 137521 EXPED 25 25.00

The Plan of Merger was approved in accordance with section 180.1103 of the Wisconsin Business Corporation Law.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed as of the 28th day of April, 1993.

JASON MERGER CORP.

BY Vincent L. Martin
 Vincent L. Martin, President

Attest:

Mark Train
 Mark Train, Secretary

JASON INCORPORATED

BY Vincent L. Martin
 Vincent L. Martin, President

Attest:

Mark Train
 Mark Train, Secretary

This document was drafted by Larri J. Broomfield, Esq.

This document must be filed in the Office of the Secretary of State of Wisconsin.

1131LBJ:EW 04/07/93

EXHIBIT A
AGREEMENT AND PLAN OF MERGER
OF
JASON MERGER CORP.,
A WISCONSIN CORPORATION,
AND
JASON INCORPORATED,
A DELAWARE CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of April 28, 1993 (The "Agreement") is between Jason Merger Corp., a Wisconsin corporation ("Jason Wisconsin"), and Jason Incorporated, a Delaware corporation ("Jason Delaware"). Jason Wisconsin and Jason Delaware are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Jason Wisconsin is a corporation duly organized and existing under the laws of the State of Wisconsin and has an authorized capital of 30,000,000 shares of Common Stock, \$.10 par value. As of the date hereof, 100 shares of Common Stock were issued and outstanding, all of which are held by Jason Delaware.

B. Jason Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 15,000,000 shares of Common Stock, \$.10 par value. As of March 1, 1993, 11,688,514 shares of Common Stock were issued and outstanding.

C. The Board of Directors of Jason Delaware has determined that, for the purpose of effecting the reincorporation of Jason Delaware in the State of Wisconsin, it is advisable and in the best interest of Jason Delaware that Jason Delaware merge with and into Jason Wisconsin upon the terms and conditions herein provided.

D. The respective Boards of Directors of Jason Wisconsin and Jason Delaware have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

1131LBJ:EW 04/07/93

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Jason Wisconsin and Jason Delaware hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I.**MERGER**

1.1 **Merger.** In accordance with the provisions of this Agreement, the Wisconsin Business Corporation Law and the Delaware General Corporation Law, Jason Delaware shall be merged with and into Jason Wisconsin (the "Merger"), the separate existence of Jason Delaware shall cease and Jason Wisconsin shall be, and is herein sometimes referred to as, the "Surviving Corporation" and the name of the Surviving Corporation shall be "Jason Incorporated." OK RES 3/18/92

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Wisconsin Business Corporation Law and the Delaware General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) Executed Articles of Merger meeting the requirements of the Wisconsin Business Corporation Law shall have been filed with the Secretary of State of Wisconsin; and

(d) An executed Certificate of Ownership and Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective is referred to herein as the "Effective Date of the Merger."

1131LBJ:EW 04/07/93

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Jason Delaware shall cease and:

(a) The title to all property owned by each Constituent Corporation shall be vested in the Surviving Corporation without reversion or impairment;

(b) The Surviving Corporation shall have all liabilities of each Constituent Corporation;

(c) A civil, criminal, administrative or investigatory proceeding pending against any Constituent Corporation may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for the Constituent Corporation;

(d) The Articles of Incorporation of the Surviving Corporation shall be amended to the extent provided herein; and

(e) The shares of each Constituent Corporation that are to be converted into shares of the Surviving Corporation shall be converted, and the former holders of the shares are entitled only to the rights provided in the Articles of Merger;

all as more fully provided under the applicable provisions of the Wisconsin Business Corporation Law and the Delaware General Corporation Law.

II.

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of Jason Wisconsin as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law, except that Article II thereof shall be amended as of the Effective Date of the Merger to change the name of the Surviving Corporation to "Jason Incorporated." OK

2.2 By-Laws. The By-Laws of Jason Wisconsin as in effect immediately prior to the Effective Date of the Merger shall

1131LBJ:EW 04/07/93

continue in full force and effect as the By-Laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Jason Wisconsin immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-Laws of the Surviving Corporation.

III.

MANNER OF CONVERTING STOCK

3.1 Jason Delaware Common Shares. Upon the Effective Date of the Merger, each share of Jason Delaware Common Stock, \$.10 par value, issued and outstanding immediately prior thereto, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and, subject to the provisions of section 180.0622(2)(b) of the Wisconsin Business Corporation law, non-assessable share of Common Stock, \$.10 par value, of the Surviving Corporation.

3.2 Jason Delaware Options. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue, on the terms provided therein, the stock option plan and all other employee benefit plans of Jason Delaware. Each outstanding and unexercised option to purchase Jason Delaware Common Stock shall become an option to purchase the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of Jason Delaware Common Stock issuable pursuant to any such option, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Jason Delaware option.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of Jason Delaware Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.3 Jason Wisconsin Common Stock. Upon the Effective Date of the Merger, each share of the Common Stock, \$.10 par value, of Jason Wisconsin issued and outstanding immediately prior

1131LBJ:EW 04/07/93

thereto shall, by virtue of the Merger and without any action by Jason Wisconsin, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Common Stock Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Jason Delaware Common Stock may, at such stockholder's option, surrender the same for cancellation to Firststar Trust Company, Lewis Center, Fourth Floor, 615 East Michigan Street, Milwaukee, Wisconsin 53202 as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Jason Delaware Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Jason Delaware Common Stock were converted in the Merger.

The registered owner on the books and records of the surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to, and to receive dividends and other distributions upon, the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Jason Delaware so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

3.5 Transfer of Certificates. If any certificate for shares of Jason Wisconsin stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such

1131LBJ:EW 04/07/93

transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Jason Wisconsin that such tax has been paid or is not payable.

IV.

GENERAL

4.1 Covenants of Jason Wisconsin. Jason Wisconsin covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) File any and all documents with the State of Delaware taxing authorities necessary for the assumption by Jason Wisconsin of all of the franchise tax liabilities of Jason Delaware.

(b) Take such other action as may be required by the Delaware General Corporation Law.

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

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason by the Board of Directors either of Jason Delaware or of Jason Wisconsin, or of both, notwithstanding the approval of this Agreement by the stockholders of Jason Delaware or of Jason Wisconsin, or by both.

1131LBJ:EW 04/07/93

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the earlier of the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, or the filing of Articles of Merger with the Secretary of State of the State of Wisconsin; provided, however, that an amendment made subsequent to the adoption of this Agreement by the stockholders of either 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 upon 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 this Agreement if such alteration or change would adversely affect the holders of shares or any class or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Wisconsin is located at 411 East Wisconsin Avenue, Suite 2500, Milwaukee, Wisconsin 53202 and Mark Train is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 411 East Wisconsin Avenue, Suite 2500, Milwaukee, Wisconsin 53202 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the internal laws of the State of Wisconsin and, so far as applicable, the merger provisions of the Delaware General Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Jason Wisconsin and Jason Delaware, is hereby executed on behalf of

1131LBJ:EW 04/07/93

each of such corporations and attested by their respective officers thereunto duly authorized.

JASON MERGER CORP.,
a Wisconsin corporation

By: Vincent L. Martin
Vincent L. Martin, Chairman
of the Board, President and
Chief Executive Officer

ATTEST: Mark Train
Mark Train, Executive Vice
President, Secretary and
Treasurer

JASON INCORPORATED,
a Delaware corporation

By: Vincent L. Martin
Vincent L. Martin, Chairman
of the Board, President and
Chief Executive Officer

ATTEST: Mark Train
Mark Train, Executive Vice
President, Secretary and
Treasurer

Articles of Merger

Merges: Tasean Incorporated (Corp. Name) Taseaville Products, Inc. (Fict. Name)

Intro: Tasean Merger Corp. (Domestic) (Survivor)

- Changes Name of SurvivorMerger
EffectiveXPD
STATE OF WISCONSIN
FILED

DEC 30 1993

DOUGLAS LA FOLLETTE
SECRETARY OF STATEKathleen D. Mintner, Paralegal
Reinhart, Boerner et al
1000 North Water St., Suite 2100
Milwaukee, Wis. 53202-3186* 100.00
25.00

125.00