

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><u>Blue Diamond Manufacturing Co.</u></p> <p><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 <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>DeLaval Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>11100 North Congress Ave.</u></p> <p>City: <u>Kansas City</u> State: <u>MO</u> Zip: <u>64153</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>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 type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 31, 2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>See attached table of Registration Numbers</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	--

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michael R. Schacht</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Schacht Law Office, Inc.</u> <u>2801 Meridian Street, Suite 202</u></p> <p>City: <u>Bellingham</u> State: <u>WA</u> Zip: <u>98225</u></p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>150</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>502099</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
---	--

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.

Michael R. Schacht Michael R. Schacht 09/07/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$165.00 502099 1721383

U.S TRADEMARKS

Reg. No.	Mark
1,721,383	BLUE DIAMOND MANUFACTURING
1,721,384	GANG EXIT/GANG INDEX
1,721,385	ALL-EXIT
2,326,164	ENVISION
2,492,219	ENCORE
2,494,115	ENDURANCE

FOREIGN TRADEMARKS

Country	Reg. No.	Mark
Canada	TMA 541,884	ENVISION

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF MERGER

to

BLUE DIAMOND MANUFACTURING CO.

a Washington Profit Corporation. Articles of Merger were filed for record in this office on the date indicated below.

Merged into DELAVAL INC. (a Delaware corp. not qualified in Washington)

UBI Number: 600 023 511

Date: December 1, 2003

Effective Date: December 31, 2003



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed

Sam Reed, Secretary of State

TRADEMARK

REEL: 002933 FRAME: 0428

Delaware

PAGE 1

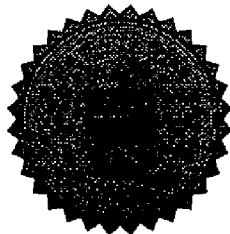
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"BLUE DIAMOND MANUFACTURING CO.", A WASHINGTON CORPORATION, WITH AND INTO "DELAVAL INC." UNDER THE NAME OF "DELAVAL INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 2003, AT 4:22 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2003, AT 12 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2075870 8100M

AUTHENTICATION: 2784311

030763903

DATE: 12-03-03

TRADEMARK

REEL: 002933 FRAME: 0429

ARTICLES OF MERGER
OF
BLUE DIAMOND MANUFACTURING CO.
INTO
DELAVAL INC.

FILED
SECRETARY OF STATE
DEC 01 2003
STATE OF WASHINGTON

EFFECTIVE AT MIDNIGHT ON DECEMBER 31, 2003

Pursuant to the provisions of the Washington Business Corporation Act (the "WBCA"), the undersigned corporations adopt the following Articles of Merger:

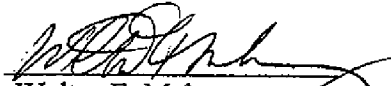
1. DeLaval Inc., a corporation organized and existing under the laws of the State of Delaware and having its principal place of business located at 11100 North Congress Avenue, Kansas City, MO 64153-1296 ("DeLaval") owns all of the outstanding shares of each class of stock of Blue Diamond Manufacturing Co., a corporation organized and existing under the laws of the State of Washington and having its principal place of business located at 3709 Highway 99 South, Mount Vernon, Washington 98273 ("Blue Diamond").
2. The Boards of Directors of DeLaval and Blue Diamond have each reviewed the form and terms of the Merger Agreement attached hereto as Exhibit A and incorporated by reference herein (the "Merger Agreement") setting forth the terms under which DeLaval would merge Blue Diamond into itself and determined that the effectuation of the Merger Agreement is in the best interests of DeLaval, Blue Diamond and their respective stockholders.
3. DeLaval, by the unanimous written consent of the members of its Board of Directors, dated September 15, 2003, and filed with the minutes of the Board of Directors at DeLaval's principal place of business, determined to merge Blue Diamond into itself effective at midnight on December 31, 2003, with DeLaval Inc. to be the surviving corporation (the "Surviving Corporation") and the separate existence of Blue Diamond to cease.
4. Blue Diamond, by the unanimous written consent of the members of its Board of Directors, dated September 15, 2003, and filed with the minutes of the Board of Directors at Blue Diamond's principal place of business, determined to merge Blue Diamond into DeLaval effective at midnight on December 31, 2003, with DeLaval Inc. to be the Surviving Corporation and the separate existence of Blue Diamond to cease.
5. Section 23B.11.040 of the WBCA and Section 253 of the DGCL permit the merger of a

wholly-owned subsidiary with and into its parent corporation, without the approval of the stockholders of either the parent or the subsidiary corporation.

Date: September 15, 2003

DeLaval Inc.

By:

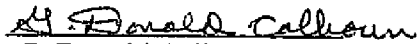

Walter F. Maharay

President

Date: September 15, 2003

Blue Diamond Manufacturing Co.

By:


G. Donald Calhoun

President

Exhibit A
AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") made and entered into as of the 15th day of September, 2003, between DeLaval Inc., a Delaware corporation with its principal place of business located at 11100 North Congress Avenue, Kansas City, Missouri 64153-1296 ("DeLaval") and Blue Diamond Manufacturing Co., a Washington corporation with its principal place of business located at 3709 Highway 99 South, Mount Vernon, Washington 98273 ("Blue Diamond");

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Sections 251, 253 and 259 of the General Corporation Law of the State of Delaware (the "DGCL"), and Sections 23B.11.030, 23B.11.040, 23B.11.060 and 23B.11.110 of the Washington Business Corporation Act (the "WBCA"), DeLaval, the parent corporation, desires to merge Blue Diamond, its wholly-owned subsidiary, into DeLaval, with DeLaval to be the surviving corporation (the "Surviving Corporation") and the separate existence of Blue Diamond to cease.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

Section 1. The Merger. Upon the terms and subject to the conditions contained herein, and in accordance with the laws of their states of incorporation, Blue Diamond shall be merged with and into DeLaval (the "Merger") effective as of the Effective Time (as that term is defined below). Following the Merger, DeLaval shall continue as the Surviving Corporation governed by the laws of the State of Delaware, and the separate corporate existence of Blue Diamond shall cease.

Section 2. Effective Time. The Merger shall be effective (the "Effective Time") at midnight on December 31, 2003, Eastern Time.

Section 3. Authorized and Outstanding Shares.

The total number of shares of stock that DeLaval has authority to issue is One Thousand (1,000) shares of common stock without par value.

The total number of shares of stock that Blue Diamond has authority to issue is Fifty Thousand (50,000) shares of common stock with a par value of One Dollar (\$1.00) per share. The total number of shares of stock issued by Blue Diamond is Thirty-two Thousand (32,000) of which Sixteen Thousand (16,000) have been repurchased by Blue Diamond and are held as treasury shares and the other Sixteen Thousand (16,000) of which are owned by DeLaval.

Section 4. Shares Owned by DeLaval. The number of outstanding shares of Blue Diamond owned by DeLaval, being more than ninety percent (90%) thereof, is as follows:

	<u>Total Shares Outstanding</u>	<u>Total Shares Owned by DeLaval</u>
Common stock	16,000	16,000

Section 5. Mode of Effecting the Merger. The Plan shall be submitted to the Boards of Directors of DeLaval and Blue Diamond for their approval, which approval may be made by unanimous written consent in lieu of a meeting. Upon approval by the Boards of Directors, the authorized officers of each of DeLaval and Blue Diamond shall execute all documents and agreements and take such further acts as they shall deem necessary or appropriate to effectuate the purpose and intent of the Merger.

Section 253 of the DGCL and Section 23B.11.040 of the WBCA permit the merger of a wholly-owned subsidiary with and into its parent corporation, without the approval of the stockholders of either the parent or the subsidiary corporation.

Section 6. Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in Section 259 of the DGCL and Section 23B.11.060 and 23B.11.110 of the WBCA. The Surviving Corporation shall succeed to, without other transfers, and shall possess and enjoy, all of the rights, privileges, powers and franchises, both of a public and private nature, and be subject to all of the restrictions, disabilities, liabilities, debts, obligations and duties of each of DeLaval and Blue Diamond and all property, real, personal and mixed, and all debts to either of DeLaval or Blue Diamond on whatever account, shall be vested in the Surviving Corporation.

Section 7. Certificate of Incorporation and Bylaws. The Certificate of Incorporation of DeLaval, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law. The Bylaws of DeLaval, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by law.

Section 8. Directors and Officers. The directors and officers of DeLaval shall be the directors and officers of the Surviving Corporation until such time as they resign, die or are removed from office or until their successors are duly elected and qualified.

Section 9. Accounting Matters. The assets and liabilities of Blue Diamond, as of the Effective Time, shall be taken up on the books of the Surviving Corporation in the amounts at which they shall be carried at that time on the books of Blue Diamond. Differences in the accounting procedures of DeLaval and Blue Diamond shall be reconciled as determined by the Surviving Corporation.

Section 10. Effect on Shares. Each share of common stock of Blue Diamond that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Blue Diamond or its stockholders, be cancelled automatically as a result of the Merger and the sole stockholder of Blue Diamond shall receive no consideration in

exchange therefore. Each share of stock of DeLaval outstanding immediately prior to the Effective Time shall be an identical outstanding share of the Surviving Corporation after the Effective Time. No shares of stock of the Surviving Corporation and no shares, securities or obligations convertible into such stock are to be issued or delivered.

Section 11. Termination. Subject to the provisions of Section 251 of the DGCL and Section 23B.11.030 of the WBCA, by mutual consent of their respective Boards of Directors, the parties may terminate this Agreement, in writing, and the Merger and other transactions herein provided for may be abandoned, at any time prior to the filing of this Agreement with any Secretary of State.

Section 12. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section 13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.

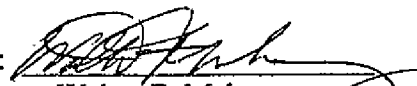
Section 14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understanding, both written and oral, among the parties with respect to the subject matter hereof.



Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 16. Parties and Interests. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

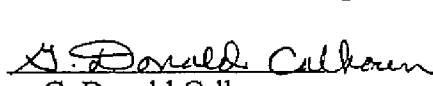
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

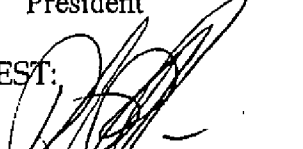
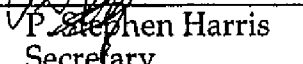
DeLaval Inc.

By: 
Walter F. Maharay
President

ATTEST: 
By: 
P. Stephen Harris
Assistant Secretary

Blue Diamond Manufacturing Co.

By: 
G. Donald Calhoun
President

ATTEST: 
By: 
P. Stephen Harris
Secretary