

Corrective

09-15-2004

FORM PTO-1618A

Expires 09/30/99
OMB 0651-0027

MRO

9-15-04



RECOF

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type <input type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Corrective to correct Registration Numbers</u> <u>1573370 and 2390437 previously recorded on</u> <u>Reel/Frame 2412/0468.</u>
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Conveying Party Mark if additional names of conveying parties attached.

Name Rain Bird Sprinkler Mfg. Corp. Execution Date
 Month Day Year
12 03 2001

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party Mark if additional names of receiving parties attached.

Name Rain Bird Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 145 North Grand Avenue

Address (line 2) _____

Address (line 3) Glendora California 91741
 City State Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

FOR OFFICE USE ONLY

chg 65

Public burden reporting this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignment, Washington D.C. 20231

FORM PTO-1618B

Page 2

U.S. Department of
Commerce
Patent and Trademark Office
TRADEMARK

Expires 06/30/99
OMB 0851-0027

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 312-577-7000

Name John D. Bauersfeld
Address (line 1) Fitch, Even, Tabin & Flannery
Address (line 2) 120 South LaSalle Street, Suite 1600
Address (line 4) Chicago, Illinois 60603-3406

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 30

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached.

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			1573080		
			2380437		

Number of Properties

Enter the total number of properties involved. # 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

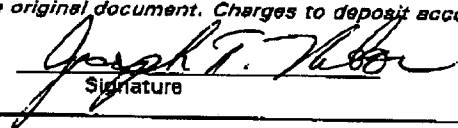
Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Joseph T. Nabor _____


Signature

09/15/04
Date Signed

12/18/01

12-26-2001

8

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Rain Bird Sprinkler Mfg. Corp

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 3, 2001

2. Name and address of receiving party(ies)

Name: Rain Bird Corporation

Internal Address:

Street Address: 145 North Grand Avenue

City: Glendora State: CA Zip: 91741

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

John D. Bauersfeld, Esq. Name: Kelly Bauersfeld Lowry & Kelley, LLP

Internal Address:

Street Address: 6320 Canoga Avenue

Suite 1650

City: Woodland Hills State: CA Zip: 91367

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 3.41):

\$1,015.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

John D. Bauersfeld Reg. 24,456 Name of Person Signing

Signature

12/18/01 Date

22

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

2/26/2001 LNUELLER 00000010 1038012

1 FC:481 2 FC:482

40.00 OP 975.00 OP

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

EXHIBIT A
CORPORATE NAME CHANGE

October 2001

From: Rain Bird Sprinkler Mfg. Corp.
To: Rain Bird Corporation

U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>DOCKET NO.</u>
1,038,012	BIRD	12525
916,439	RAIN BIRD	12527
982,529	RAIN BIRD	12578
962,015	RAIN BIRD	12529
961,506	RAIN BIRD	12530
961,538	RAIN BIRD	12531
961,868	RAIN BIRD	12532
999,325	RAIN BIRD (SM)	12533
567,442	RAIN BIRD	12593
761,559	RAIN-CLOX	12594
771,727	TURF BIRD	12595
771,728	RAIN BIRD	12596
771,809	RAIN BIRD	12597
790,913	RAIN GUN	12598
832,071	POP-A-WAY	12600
908,921	RAIN BIRD	12601
984,827	RAIN BIRD	12648
1,092,677	BLACK BIRD	16894
1,157,940	DESKIN OF BIRD	17010
1,135,142	UNI-FIT	18815
1,138,795	MINI-PAW	18948

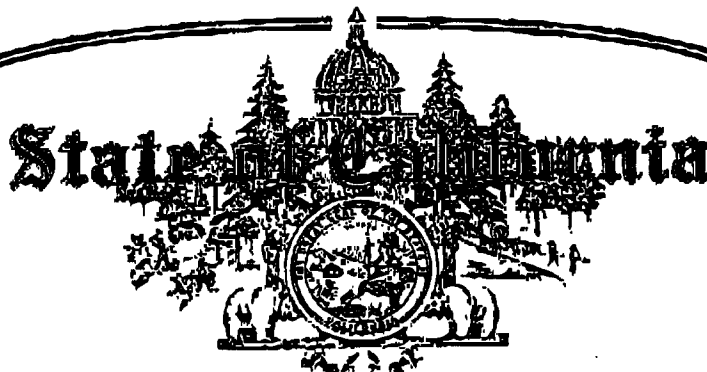
EXHIBIT A
CORPORATE NAME CHANGE

October 2001

From: Rain Bird Sprinkler Mfg. Corp.
To: Rain Bird Corporation

U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>DOCKET NO</u>
1,211,444	MINI BIRD	21666
1,236,139	MAXI	23114
1,333,111	MICRO BIRD	26527
1,339,091	RAIN BUG	26774
1,365,459	RAIN TAPE	27740
1,573,370	FLO-MANAGER	31093
1,619,712	DANCING WATERS	31497
1,638,034	RAIN BIRD W/LOGO	31574
1,576,273	SURE POP	31773
1,646,757	SSTEELHEAD	32127
1,645,111	MEMORY ARC	32331
1,649,405	TOUGHBIRD	32413
2,390,437	OPTIMA	32524
1,769,038	XERIGATION	32811
1,729,118	MAXICOM	33223
1,883,464	FALCON	34306
368,554	RAIN BIRD (LABEL)	34662
2,130,598	UNIK	36198
2,176,837	EASY RAIN	36197



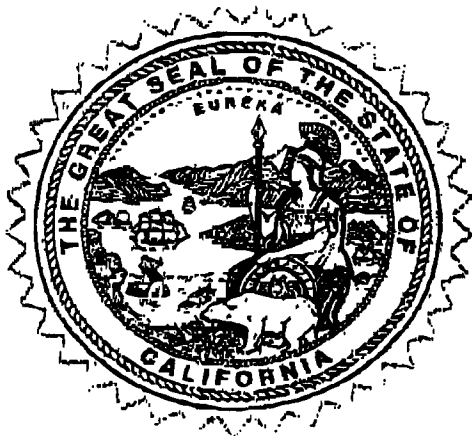
SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 17 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 08 2001



Bill Jones

Secretary of State

AUG 10 2001

X

FILED
In the Office of the Secretary of State
of the State of California

SEP 30 2001 pcs

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AGREEMENT OF MERGER

Bill Jones
BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER, dated as of September 28, 2001 ("Merger Agreement"), is made and entered into by and among Rain Bird Sprinkler Mfg. Corp., a California corporation ("RBSMC") and Anthony Manufacturing Corp., a California corporation ("AMC"), Arcadia Industries, Inc., a California corporation ("ACI"), Camasco Manufacturing Corp., a California corporation ("CAM"), Clemar Manufacturing Corp., a California corporation ("CLE"), Rain Brd Corporation, a California corporation ("RBC"), Rain Bird Distribution Corp., a California corporation ("RBDC"), Rain Bird Irrigation Corporation, a California corporation ("RBIC"), T.H. Molding Corp., a California corporation ("THMC"), and Xeric Equipment Corp., a California corporation ("XEC").

A. The Boards of Directors of RBSMC, AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC have approved and deemed it advisable and in the best interests of RBSMC, AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC and their respective shareholders, that RBSMC, AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC consummate the business transaction provided for herein in which AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC would merge with and into RBSMC (the "Merger").

B. RBSMC, AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC have entered into an Agreement and Plan of Reorganization dated as of September 28, 2001 (the "Agreement") providing, among other things, for the execution and filing of this Merger Agreement and the consummation of the Merger.

C. Concurrently with the filing of this Merger Agreement, there shall also be filed that certain Agreement of Merger, dated as of September 28, 2001 ("NMSC Merger Agreement"), by and among RBSMC, NMSC Acquisition Corp., a California corporation ("Merger Sub"), and National Marketing Services Corp., a California corporation ("NMSC"). The NMSC Merger Agreement provides for the merger of Merger Sub with and into NMSC, which shall result in NMSC becoming a wholly-owned subsidiary of RBSMC.

In consideration of the promises and mutual agreements contained in this Merger Agreement and the Agreement, the parties to this Merger Agreement hereby agree that AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC shall be merged with and into RBSMC in accordance with the provisions of the laws of the State of California and upon the terms and subject to the conditions set forth as follows:

I. The Merger.

(a) The Merger shall be pursuant to the provisions of, and with the effect provided in, the California General Corporation Law (the "CGCL"), and the Merger shall

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become effective on the date (the "Effective Time of the Merger") a copy of this Merger Agreement is filed with the Secretary of State of the State of California.

(b) At the Effective Time of the Merger, AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC (collectively, the "Disappearing Corporations" and individually referred to herein as the "Disappearing Corporation") shall be merged with and into RBSMC, and RBSMC shall be the surviving corporation (the "Surviving Corporation"). RBSMC shall thereupon succeed, without other transfer, to all the rights and properties of each of the Disappearing Corporations, and shall be subject to all the debts and liabilities of each in the same manner as if the Surviving Corporation had itself incurred them, and the separate corporate existence of each of the Disappearing Corporations shall cease.

2. Corporate Governance.

From and after the Effective Time of the Merger and until thereafter amended as provided by law, the Articles of Incorporation of RBSMC as in effect immediately prior to the Effective Time of the Merger shall be and continue to be the Articles of Incorporation of the Surviving Corporation, except for the following amendments:

Article I. shall be amended to read: "The name of the Corporation shall be: Rain Bird Corporation."

Article III. shall be amended to read: "The Corporation is authorized to issue only one class of shares which shall be designated as "common" shares. The total number of such shares which the Corporation is authorized to issue is ten million (10,000,000)."

Except as the parties may otherwise agree, at the Effective Time of the Merger, the directors and officers of RBSMC shall be those persons who are the directors and officers of the Surviving Corporation at the Effective Time of the Merger, and they shall continue to hold office from and after the Effective Time of the Merger until they shall have resigned or shall have been legally removed or until respective successors shall have been elected and qualified.

3. Effect of Merger on Outstanding Shares.

In and by virtue of the Merger and at the Effective Time of the Merger, pursuant to this Merger Agreement, the shares of common stock of RBSMC ("RBSMC Stock") and the shares of common stock of each of the Disappearing Corporations outstanding prior to the Effective Time of the Merger shall be converted as follows:

(a) Effect on Disappearing Corporation Stock. Each share of common stock of each of the Disappearing Corporations issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into a number of shares of RBSMC Stock equal to the quotient obtained by multiplying:

$1,000,000 \times \frac{A}{B} \times \frac{1}{C}$ rounded off the nearest whole share. The following definitions shall apply:

"A" shall mean the Fair Market Value (as defined below) of each respective Disappearing Corporation.

"B" shall mean the aggregate Fair Market Value of each of the Disappearing Corporations, RBSMC and NMSC.

"C" shall refer to the number of shares of common stock of each respective Disappearing Corporation outstanding immediately prior to the Effective Time of the Merger.

"Fair Market Value" refers to the fair market value of each of the Disappearing Corporations, RBSMC and NMSC on September 28, 2001 as determined by the independent appraisal of Houlihan Lokey Howard & Zukin Financial Advisors, Inc., dated as of September 28, 2001.

(b) Effect on RBSMC Stock. Each share of RBSMC Stock issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into a number of shares of RBSMC Stock equal to the quotient obtained by multiplying:

$1,000,000 \times \frac{A}{B} \times \frac{1}{C}$, rounded off to the nearest whole share. The following definitions shall apply:

"A" shall mean the Fair Market Value (as defined below) of RBSMC.

"B" shall mean the aggregate Fair Market Value of each of the Disappearing Corporations, RBSMC and NMSC.

"C" shall refer to the number of shares of RBSMC Stock outstanding immediately prior to the Effective Time of the Merger.

"Fair Market Value" refers to the fair market value of each of the Disappearing Corporations, RBSMC and NMSC on September 28, 2001 as determined by the independent appraisal of Houlihan Lokey Howard & Zukin Financial Advisors, Inc., dated as of September 28, 2001.

4. General Provisions.

(a) Termination and Agreement. The obligations of the parties to effect the Merger shall be subject to all the terms and conditions contained in the Agreement. Notwithstanding the approval of this Merger Agreement by the shareholders of AMC, ACI, CAM, CLE, RBC, RBDC, RBIC, THMC, and XEC, this Merger Agreement shall terminate forthwith in the event that the Agreement shall be terminated as therein provided prior to the Effective Time of the Merger.

(b) Successors and Assigns. This Merger Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and

transferees, but this Merger Agreement may not be assigned by any party hereto without the written consent of the other.

(c) Governing Law. This Merger Agreement has been executed in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

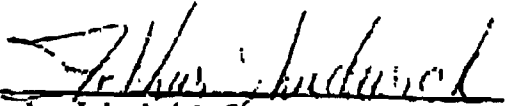
RAIN BIRD SPRINKLER MFG. CORP.

By 
Anthony W. La Fetra, President

By 
Arthur J. Ludwick, Secretary

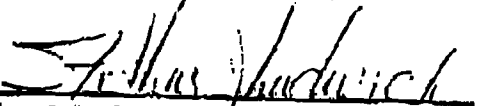
ANTHONY MANUFACTURING CORP.

By 
Anthony W. La Fetra, President

By 
Arthur J. Ludwick, Secretary


ARCADIA INDUSTRIES, INC.

By 
Anthony W. La Fetra, President

By 
Arthur J. Ludwick, Secretary

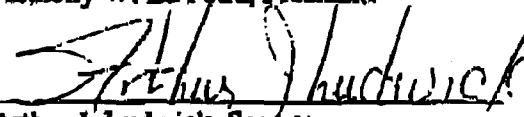
CAMSCO MANUFACTURING CORP.

By 
Anthony W. La Fetra, President


By 
Arthur J. Ludwick, Secretary

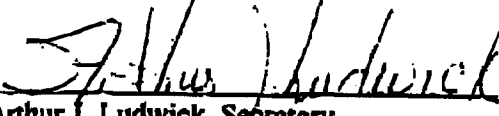
CLEMAR MANUFACTURING CORP.

By 
Anthony W. La Fetra, President

By 
Arthur J. Ludwick, Secretary

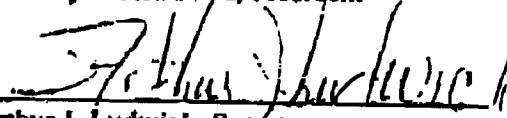
RAIN BIRD CORPORATION

By 
Anthony W. La Fetra, President


By 
Arthur J. Ludwick, Secretary

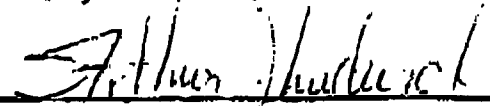
RAIN BIRD DISTRIBUTION CORP.

By 
Anthony W. La Fetra, President


By 
Arthur J. Ludwick, Secretary

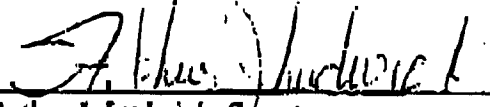
RAIN BIRD IRRIGATION CORPORATION

By 
Anthony W. LaFetra, President

By 
Arthur J. Ludwick, Secretary

XERIC EQUIPMENT CORP.

By 
Anthony W. LaFetra, President

By 
Arthur J. Ludwick, Secretary

T.H. MOLDING CORP

By Arthur J. Ludwick
Arthur J. Ludwick, Chairman of the Board

By Arthur J. Ludwick
Arthur J. Ludwick, Secretary

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**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

1. They are the President and the Secretary, respectively, of RAIN BIRD SPRINKLER MFG. CORP., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 187.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September 28, 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

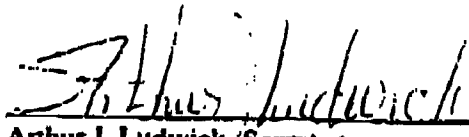
1. They are the President and the Secretary, respectively, of ANTHONY MANUFACTURING CORP., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 79,992.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September ²⁸ 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary

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**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

1. They are the President and the Secretary, respectively, of **ARCADIA INDUSTRIES, INC.**, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 50.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September 28, 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:


1. They are the President and the Secretary, respectively, of CAMSCO MANUFACTURING CORP., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholder of the corporation.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 610.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September ²⁸ 2001.



 Anthony W. La Fetra, President



 Arthur J. Ludwick, Secretary

40390814

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

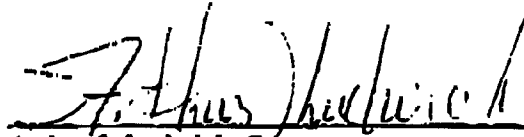
1. They are the President and the Secretary, respectively, of CLEMAR MANUFACTURING CORP., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 348.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September ²⁸, 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary

40390003 4

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

1. They are the President and the Secretary, respectively, of RAIN BIRD CORPORATION, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholder of the corporation.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 44,295.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September 28, 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Ferra and Arthur J. Ludwick certify that:

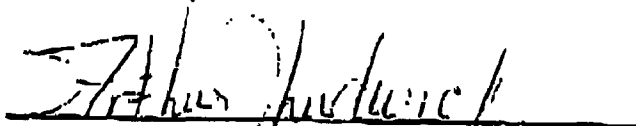
1. They are the President and the Secretary, respectively, of RAIN BIRD DISTRIBUTION CORP., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 244.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September 28, 2001.



Anthony W. La Ferra, President



Arthur J. Ludwick, Secretary

J070A83.4

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

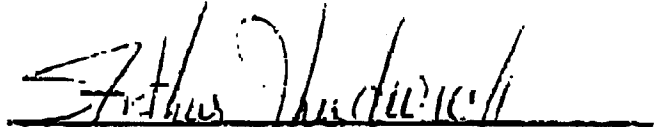
1. They are the President and the Secretary, respectively, of RAIN BIRD IRRIGATION CORPORATION, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 4,700.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September ²⁸ 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary

403400834

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

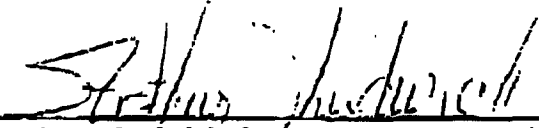
1. They are the President and the Secretary, respectively, of T.H. MOLDING CORP., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 1,276.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September 28, 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Anthony W. La Fetra and Arthur J. Ludwick certify that:

1. They are the President and the Secretary, respectively, of XERIC EQUIPMENT CORP., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 13,500.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: September 28, 2001.



Anthony W. La Fetra, President



Arthur J. Ludwick, Secretary



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