

04-28-2004



102731450

To the Honorable Commissioner of Patent and Trademarks, please return the attached original documents or copy thereof.

4-26-04

1. Name of conveying party(ies):
Sunroc Corporation, a Pennsylvania corp.

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

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

2. Name and address of receiving party(ies)
Name: SUNROC LLC
Internal Address: 60 Starlifter Avenue
Street Address: Kent County Aero Park
City: Dover State: DE Zip: 19901-9254

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership State of Delaware
 Corporation-State _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 09/29/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) _____
 Please see attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Scott W. Kelley
 Internal Address: Kelly Bauersfeld Lowry & Kelley, LLP
 Street Address: 6320 Canoga Avenue, Suite 1650
 City: Woodland Hills State: CA Zip: 91367

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Scott W. Kelley *Scott W. Kelley* 04/22/2004
 Name of Person Signing Signature Date

04/27/2004 BYRME 00000010 1674147

Total number of pages including cover sheet, attachments, and document: 19

01 FC:8521 02 FC:8522

40.00 OP 250.00 OP

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

TRADEMARKS ONLY

SECTION B (continued)

Conveying Party: Sunroc Corporation

Receiving Party: SUNROC LLC

<u>DOCKET NO.</u>	<u>DESCRIPTION</u>	<u>REG/PATENT NO.</u>	<u>REG/ISSUE DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Case Type: Trademark (US)					
45882	CORDLEY	504,066	11/23/1948	71/518,202	10/17/1947
45883	TEMPRITE	1,674,147	2/24/1992	74/148,551	3/18/1991
45884	WATERSAFE	2,412,093	12/12/2000	75/757,915	7/22/1999
45885	WATER SAFE SYSTEM	1,793,559	9/21/1993	74/233,621	12/26/1991
45886	SUNROC CORPORATION & Design	1,938,734	11/28/1995	74/615,753	12/27/1994
46016	EASY HANDLER	1,552,761	8/22/1989	73/773,803	1/9/1989
46151	PHOENIX	1,821,996	2/15/1994	74/318,553	9/29/1992
46152	SIGNATURE 21	1,956,764	2/13/1996	74/456,214	11/8/1993
46153	DIAMOND Design	1,213,204	10/19/1982	332,601	10/15/1981
46160	WATERSAFE and Design			75/757,914	7/22/1999
46161	WATERSAFE YOUR SEAL OF CONFIDENCE and Design			75/757,916	7/22/1999

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into on the 29th day of September, 2003, by and among Oasis Corporation, an Ohio corporation ("Oasis"), SRC Acquisition LLC, a Delaware limited liability company and a wholly-owned subsidiary of Oasis ("Merger Sub"), Sunroc Corporation, a Pennsylvania corporation ("Sunroc"), Anthony A. Salamone, the principal stockholder of Sunroc (the "Stockholder"), and the Sunroc stockholders executing this Agreement, other than Anthony A. Salamone (together with the Stockholder, the "Sunroc Stockholders"). Oasis, Merger Sub, Sunroc, the Sunroc Stockholders (including the Stockholder) may be referred to as the "parties".

WITNESSETH:

WHEREAS, the Boards of Directors of Oasis and Sunroc deem it advisable and in the best interests of each corporation and its respective stockholders that Oasis and Sunroc engage in a business combination in order to advance the long-term strategic business interests of Oasis and Sunroc;

WHEREAS, the combination of Oasis and Sunroc shall be effected by the terms of this Agreement through a merger in which the Sunroc Stockholders will become stockholders of Oasis (the "Merger"), and, in furtherance thereof, the Boards of Directors of Oasis and Sunroc have approved the Merger upon the terms and conditions set forth in this Agreement;

WHEREAS, the Stockholder owns beneficially and of record approximately 68.8% of the issued and outstanding shares of capital stock of Sunroc, and the Sunroc Stockholders, in the aggregate, own beneficially and of record 100% of the issued and outstanding shares of capital stock of Sunroc; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

ARTICLE I DEFINITIONS; CONSTRUCTION

1.1 Definitions.

The capitalized terms set forth on Exhibit A shall have the meanings set forth therein.

1.2 Construction.

(a) Unless the context otherwise requires, as used in this Agreement: (i) an accounting term not otherwise defined herein has the meaning ascribed to it in accordance with GAAP; (ii) “or” is not exclusive; (iii) “including” and its variants mean “including, without limitation” and its variants; (iv) words defined in the singular have the parallel meaning in the plural and vice versa; (v) words of one gender shall be construed to apply to each gender; (vi) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; and (vii) the terms “Article”, “Section”, “Exhibit” and “Schedule” refer to the specified Article, Section, Exhibit or Schedule of or to this Agreement.

(b) The Schedules and Exhibits to this Agreement are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE II THE MERGER; CERTAIN RELATED MATTERS

2.1 The Merger.

At the Effective Time, and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Delaware General Corporation Law (the “DGCL”), the Delaware Limited Liability Company Act (the “DLLCA” and, together with the DGCL, “Delaware Corp. Law”) and the Pennsylvania Business Corporation Law of 1988, as amended (the “Pa BCL”), Sunroc shall be merged with and into Merger Sub, and the separate corporate existence of Sunroc shall cease. Merger Sub shall continue as the surviving company in the Merger (sometimes referred to hereinafter as the “Surviving Company”) and shall continue its existence as a limited liability company under the laws of the State of Delaware.

2.2 Effective Time.

If all of the conditions precedent to the parties’ obligations to consummate the Merger under this Agreement are satisfied or waived in accordance with this Agreement and this Agreement has not been terminated, the parties shall (a) cause a certificate of merger (the “Delaware Certificate of Merger”), in the form agreed to by Sunroc and Oasis, to be duly executed and filed with the Secretary of State of the State of Delaware on the Closing Date, (b) cause articles of merger (the “Pennsylvania Articles of Merger” and, together with the Delaware Certificate of Merger, the “Certificates of Merger”), in the form agreed to by Sunroc and Oasis, to be duly executed and filed with the Department of State of the Commonwealth of Pennsylvania on the Closing Date, and (c) make such other filings as may be required under applicable Legal Requirements to effectuate the Merger. The Merger shall become effective at such time as the Certificates of Merger are duly filed with the Delaware Secretary of State and the Pennsylvania Department of State or at such subsequent time as Oasis and Sunroc shall agree and as shall be specified in the Certificates of Merger. The date and time when the Merger becomes effective is referred to herein as the “Effective Time”.

2.3 Effects of the Merger.

At and after the Effective Time, the Merger will have the effects set forth in the applicable provisions of the Delaware Corp. Law and the Pa BCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Sunroc shall be vested in the Surviving Company, and all the debts, liabilities and duties of Sunroc shall become the debts, liabilities and duties of the Surviving Company.

2.4 Certification of Formation of Merger Sub.

At the Effective Time, the Certificate of Formation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Company, until further amended in accordance with the DLLCA, except that, promptly after the Effective Time, Article I of the Certificate of Formation of the Surviving Company shall be amended and restated in its entirety to read as follows: "The name of this limited liability company is Sunroc LLC".

2.5 LLC Agreement of Merger Sub.

At the Effective Time, the Limited Liability Company Agreement of Merger Sub (the "LLC Agreement"), as in effect immediately prior to the Effective Time, shall be the LLC Agreement of the Surviving Company, and shall continue in full force and effect until thereafter amended in accordance with the DLLCA and the terms of the LLC Agreement, except that, at the Effective Time, the LLC Agreement shall be amended to change the name of the Surviving Company to "Sunroc LLC". The LLC Agreement as in effect at the Effective Time shall be in the form agreed to by Sunroc and Oasis.

2.6 Governance of Merger Sub.

From and after the Effective Time, the Surviving Company shall be governed and managed as a single member limited liability company in accordance with the DLLCA and the terms of the LLC Agreement, as it may be amended from time to time, and Oasis shall be the sole member of the Surviving Company. At the Effective Time, Oasis shall cause the individuals named in Schedule 2.6 to be elected to the offices of the Surviving Company set forth after their names on Schedule 2.6, each to hold office in accordance with the terms of the LLC Agreement.

2.7 Election of the Stockholder as a Director and Officer of Oasis.

At the Effective Time, Oasis shall take such action as may be necessary to elect or appoint the Stockholder a director and the President of the Pressure Cooler Division of Oasis, to hold office in accordance with the Amended and Restated Articles of Incorporation and Code of Regulations of Oasis and the terms and conditions of the Employment Agreement and the Stockholders' Agreement.

2.8 Additional Actions.

If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further deeds, assignments or assurances or any other acts or things are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of Sunroc, or (b) otherwise to carry out the provisions of this Agreement, Sunroc shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances, and to take all acts necessary, proper or desirable, to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise to carry out the provisions of this Agreement, and the officers of the Surviving Company are authorized in the name of Sunroc or otherwise to take any and all such actions.

2.9 Tax Consequences.

The parties intend that the Merger will be a tax free reorganization pursuant to Section 368(a)(1)(A) of the Code, and the parties adopt this Agreement, and the transactions to be consummated hereunder, as a "plan of reorganization" within the meaning of Sections 1.368-1(g) and 1.368-3(a) of the Regulations. Each party has consulted with its own tax advisors with respect to the tax consequences of the Merger. No party has made any representations to any other party concerning any of the tax consequences of the Merger, and no party shall be liable to any other party (including, without limitation, to the Sunroc Stockholders) because of any tax consequences resulting from the Merger.

2.10 Excluded Assets.

(a) Prior to the Effective Time, Sunroc shall contribute to a newly formed Delaware limited partnership ("Newco") all right, title and interest of Sunroc in and to (i) the real property owned by Sunroc and located at South Pennell Road and Parkmount Road, Glen Riddle, Pennsylvania (the "Glen Riddle Property"), together with all buildings, structures and other improvements thereon, and all rights, privileges and easements appurtenant thereto, and (ii) a portion of the proceeds received by Sunroc, in an amount not to exceed \$2,043,152, from the settlement of its claims (the "Nestlé Claim") against Nestlé Watercoolers UK Limited ("Nestlé") relating to Springbar activities and the related long term supply contract (the "Supply Contract") (such portion of the settlement proceeds is hereinafter referred to as the "Settlement Proceeds" and, together with the Glen Riddle Property, as the "Excluded Assets"); provided, however, in lieu of distributing all of the Settlement Proceeds to Newco as provided above, Sunroc may, prior to the Effective Time, make a pro rata dividend distribution to the Sunroc Stockholders of up to \$1,843,152 of the Settlement Proceeds, with the balance to be distributed to Newco as provided above. Concurrently with the transfer of the Excluded Assets by Sunroc to Newco, Newco shall, except as set forth below in this Section 2.10(a), assume, effective as of the transfer to it of the Excluded Assets, and shall pay, discharge and perform as and when due, all Liabilities of Sunroc relating to the Glen Riddle Property (the "Glen Riddle Liabilities"). The Glen Riddle Liabilities shall include, without limitation, any Liabilities based upon or arising out of (i) the environmental condition of the Glen Riddle Property, the violation of any Environmental Legal Requirements relating to the ownership, use or operation of the Glen Riddle Property, or the

presence of Hazardous Materials on or under the Glen Riddle Property, or (ii) the Agreement of Sale for Commercial Real Estate, dated March 23, 2000 (as the same has been amended to date), between Sunroc and Scott Cannon for the sale of the Glen Riddle Property. The Glen Riddle Liabilities shall not, however, include any Liabilities of Sunroc for (i) corporate level income Taxes attributable to the Sunroc Distribution, (ii) the Tax Liabilities described on Schedule 2.10(a), or (iii) Liabilities arising out of or relating to the Malvern TCE Superfund site located in Malvern, Pennsylvania, also known as the Chemcene Site, which site is the subject of litigation in the United States District Court for the Eastern District of Pennsylvania, including, without limitation, litigation captioned *United States of America v. Action Manufacturing Company, et al.*, Civil Action No. 99-CV-4402 and identified on Schedule 5.12 of this Agreement (together, the "Malvern Liabilities"), and all such Liabilities shall remain with and continue to be a Liability of Sunroc; provided, however, that nothing herein shall be read or construed as making Sunroc or the Surviving Company liable for any Taxes relating to the transactions contemplated by this Section 2.10 or the Excluded Assets which are payable individually by any Sunroc Stockholder.

(b) Prior to the Effective Time, Sunroc shall make a pro rata dividend distribution to the Sunroc Stockholders of all of the outstanding limited partnership interests in Newco or, alternatively, the Sunroc Stockholders shall otherwise acquire a pro rata interest in Newco directly from Newco in proportion to their respective ownership interests in Sunroc. Any distribution of limited partnership interests in Newco to the Sunroc Stockholders (whether from Sunroc or directly from Newco), together with any distribution of the Settlement Proceeds made directly to the Sunroc Stockholders in accordance with the provisions of Section 2.10(a), is referred to herein as the "Sunroc Distribution". Neither Oasis nor the Surviving Company shall, as a result of the Merger, acquire any right, title or interest in or to Newco or any of the Excluded Assets or assume or have any Liability with respect to Newco or the Glen Riddle Liabilities, except for liabilities of Sunroc for (i) corporate level income Taxes attributable to the Sunroc Distribution, (ii) the Tax Liabilities described on Schedule 2.10(a), and (iii) the Malvern Liabilities.

(c) All actions taken in connection with the formation of Newco, the contribution of the Excluded Assets to Newco, the assumption by Newco of the Glen Riddle Liabilities and the Sunroc Distribution shall be subject to the review and reasonable approval of Oasis, and the contribution of the Excluded Assets and the assumption of the Glen Riddle Liabilities shall be made pursuant to documents and instruments in form and substance reasonably satisfactory to Oasis. Without limiting the generality of the foregoing, such documents and instruments shall (i) provide for the transfer of the Excluded Assets to Newco on an "as-is" basis, (ii) include provisions providing for the indemnification by Newco of Oasis and the Surviving Company from and against any claims relating to the Glen Riddle Liabilities, (iii) include a covenant on the part of Newco to complete any required remediation of environmental matters pertaining to the Glen Riddle Property, and (iv) include provisions comparable to the provisions set forth in Section 7.9.

2.11 Amended and Restated Articles of Incorporation of Oasis.

Prior to the Effective Time, (a) the Articles of Incorporation of Oasis shall be amended and restated in their entirety to be substantially in the form of Exhibit B, and (b) Oasis

shall implement a 22,222.222-for-one split (the "Oasis Stock Split") of its outstanding shares of Class A Common Stock, without par value (the "Class A Oasis Stock"), and of its outstanding shares of Class B Common Stock, without par value (the "Class B Oasis Stock" and, together with the Class A Oasis Stock, the "Oasis Common Stock").

ARTICLE III
CONVERSION OF SECURITIES; MERGER CONSIDERATION; ESCROW

3.1 Conversion of Securities.

As of the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof:

(a) Each share of Common Stock, par value \$1.00 per share, of Sunroc (the "Sunroc Common Stock") issued and outstanding immediately prior to the Effective Time (except for Dissenting Shares and as provided in paragraph (b) below) shall be converted, after giving effect to the Oasis Stock Split, into the right to receive 630.82219 validly issued, fully paid and non-assessable shares of Class A Oasis Stock and 2,969.89246 validly issued, fully paid and non-assessable shares of Class B Oasis Stock (the "Exchange Ratio"). All such shares of Sunroc Common Stock, when so converted, automatically shall be cancelled and retired and shall cease to exist.

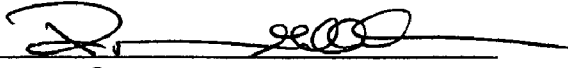
(b) Each share of Sunroc Common Stock issued and outstanding immediately prior to the Effective Time that is then held in Sunroc's treasury or that is then held by any Subsidiary of Sunroc shall be cancelled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof or payment of any consideration therefor.

(c) The membership interests of Merger Sub that are issued and outstanding immediately prior to the Effective Time shall not be changed or converted as a result of the Merger, but shall remain outstanding as membership interests of the Surviving Company.


Anything herein to the contrary notwithstanding, the Persons who at the Effective Time are the holders of record of all the outstanding certificates which immediately prior to the Effective Time represented outstanding shares of Sunroc Common Stock that were converted into the right to receive shares of Oasis Common Stock pursuant to Section 3.1(a) shall be entitled to receive, in the aggregate, shares of Oasis Common Stock constituting, on a fully diluted basis, (i) 20% of the aggregate number of shares of Class A Oasis Stock, and (ii) 20% of the aggregate number of shares of Class B Oasis Stock issued and outstanding immediately after the completion of the Merger, less that number of shares of Class A Oasis Stock and Class B Oasis Stock that otherwise would be issuable pursuant to Section 3.1(a) with respect to Dissenting Shares, if any. The calculation of such number of shares of Class A Oasis Stock and Class B Oasis Stock shall be made in accordance with the provisions of Schedule 3.1. In the event of any conflict between the provisions of this paragraph and the provisions of Section 3.1(a), the provisions of this paragraph shall control and an appropriate adjustment shall be made to the Exchange Ratio.

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

Oasis Corporation

By: 
Name: ROMAINE E. GIVILAND
Title: CEO

SRC Acquisition LLC

By: 
Name: ROMAINE E. GIVILAND
Title: PRESIDENT

Sunroc Corporation

By: _____
Name: _____
Title: _____

The Sunroc Stockholders:

Anthony A. Salamone

Ronald Greenwald

F. John Hagele

[Signatures continued on next page]

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

Oasis Corporation

By: _____
Name: _____
Title: _____

SRC Acquisition LLC

By: _____
Name: _____
Title: _____

Sunroc Corporation

By: Anthony A. Salamone
Name: Anthony A. Salamone
Title: Resident

The Sunroc Stockholders:

Anthony A. Salamone
Anthony A. Salamone

Ronald Greenwald

F. John Hagele

[Signatures continued on next page]

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

Oasis Corporation

By: _____

Name: _____

Title: _____

SRC Acquisition LLC

By: _____

Name: _____

Title: _____

Sunroc Corporation

By: _____

Name: _____

Title: _____

The Sunroc Stockholders:

Anthony A. Salamone



Ronald Greenwald

F. John Hagele

[Signatures continued on next page]

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

Oasis Corporation

By: _____
Name: _____
Title: _____

SRC Acquisition LLC

By: _____
Name: _____
Title: _____

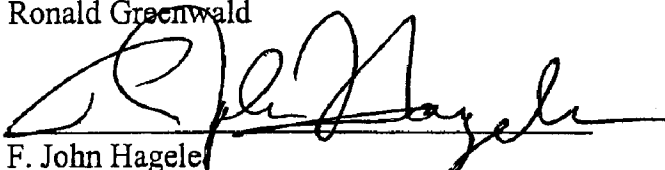
Sunroc Corporation

By: _____
Name: _____
Title: _____

The Sunroc Stockholders:

Anthony A. Salamone

Ronald Greenwald


F. John Hagele

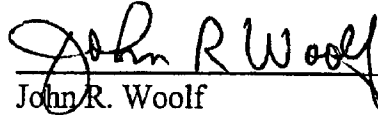
[Signatures continued on next page]

David Kirby

Neil Monney

James N. Nielsen

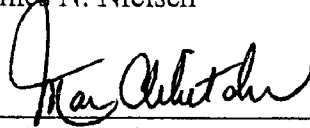
Mark C. Whitaker


John R. Woolf

David Kirby

Neil Monney

James N. Nielsen

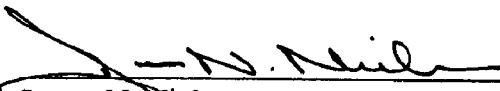


Mark C. Whitaker

John R. Woolf

David Kirby

Neil Monney



James N. Nielsen

Mark C. Whitaker

John R. Woolf

David Kirby

Neil Monney

Neil Monney

James N. Nielsen

Mark C. Whitaker

John R. Woolf

David Kirby

David Kirby

Neil Monney

James N. Nielsen

Mark C. Whitaker

John R. Woolf

**CERTIFICATE OF AMENDMENT
OF
SRC ACQUISITION LLC
a Delaware limited liability company**

1. The name of the limited liability company is SRC Acquisition LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST: The name of this limited liability company is:

SUNROC LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the 23 day of October, 2003.

By: Michelle L Bohan
Michelle Bohan, Secretary

IDOC5:10190.12:462246.1

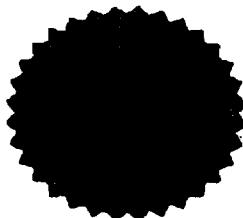
State of Delaware
Secretary of State
Division of Corporations
Delivered 03:13 PM 10/23/2003
FILED 04:20 PM 10/24/2003
SRV 030682449 - 3706196 FILE

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 AMENDMENT OF "SRC ACQUISITION LLC", CHANGING ITS NAME FROM "SRC ACQUISITION LLC" TO "SUNROC LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2003, AT 4:20 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3706196 8100

030682449

AUTHENTICATION: 2732278

DATE: 11-05-03

RECORDED: 04/26/2004

TRADEMARK
REEL: 002956 FRAME: 0272