

07-07-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

7-104

**RECORD  
TRA**      102785037

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Glasfloss Industries, Inc.

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

Citizenship (see guidelines) Ohio

Execution Date(s) December 10, 2003

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Glasfloss Industries, L.P.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 400 South Hall

City: Dallas

State: Texas

Country: USA Zip: 75226

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship Texas

Corporation      Citizenship \_\_\_\_\_

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Craig W. Weinlein

Internal Address: Carrington, Coleman,  
Sloman & Blumenthal, L.L.P.

Street Address: 200 Crescent Ct., Ste. 1500

City: Dallas

State: Texas Zip: 75201

Phone Number: (214) 855-3051

Fax Number: (214) 855-1333

Email Address: cweinlein ccsb.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

2003 JUL -1 AM 7:32  
APR/FINANCE

**9. Signature:**

Craig Weinlein  
Signature

July 1, 2004  
Date

Craig W. Weinlein

Name of Person Signing

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

21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/06/2004 11:20:53

40.00 DP

175.00 DP

01 10:02:21

**TRADEMARK**  
REEL: 003003 FRAME: 0443

4. B. Trademark Registration No.(s)

<u>Registration No.</u>	<u>Description of Mark</u>
<u>1,120,953</u>	Z-LINE
1,122,288	PURAPAK
1,363,242	INTERCEPTOR 2
1,363,243	Z-PAK
1,414,132	HI-PAK
1,854,116	CARBOTRON
2,084,313	EXCEL
2,300,617	PERMASTAT

**CERTIFICATE OF MERGER**  
of  
**GLASFLOSS INDUSTRIES, INC. (OHIO)**  
and  
**GLASFLOSS INDUSTRIES, INC. (WISCONSIN)**  
into  
**GLASFLOSS INDUSTRIES, L.P.**

FILED  
In the Office of the  
Secretary of State of Texas  
**DEC 15 2003**  
Corporations Section

The undersigned limited partnership, acting pursuant to the provisions of Article 6132a, Section 2.11 of the Texas Revised Limited Partnership Act (the "TRLPA"), hereby adopts the following Certificate of Merger for the purpose of merging Glasfloss Industries, Inc., an Ohio corporation, and Glasfloss Industries, Inc., a Wisconsin corporation, with and into Glasfloss Industries, L.P., a Texas limited partnership, which shall be the surviving limited partnership.

1. Glasfloss Industries, Inc. (Ohio) is a corporation organized under the laws of the State of Ohio. Glasfloss Industries, Inc. (Wisconsin) is a corporation organized under the laws of the State of Wisconsin. Glasfloss Industries, L.P., is a limited partnership organized under the laws of the State of Texas.
2. The Agreement and Plan of Merger has been approved and adopted by resolution of the Partners of Glasfloss Industries, L.P, a copy of which is attached hereto as *Addendum I*, in accordance with the laws of the State of Texas and its organizational documents. The Agreement and Plan of Merger has been approved by resolutions of the shareholders and the board of directors of Glasfloss Industries, Inc. (Ohio), copies of which are attached hereto as *Addendum II*, in accordance with the laws of the State of Ohio and its organizational documents. The Agreement and Plan of Merger has been approved by resolutions of the shareholders and the board of directors of Glasfloss Industries, Inc. (Wisconsin), copies of which are attached hereto as *Addendum III*, in accordance with the laws of the State of Wisconsin and its organizational documents.
3. No amendments to the Certificate of Limited Partnership of Glasfloss Industries, L.P. are desired to be effected by the merger.
4. An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of Glasfloss Industries, L.P. at the following address:

400 South Hall  
Dallas, Texas 75226
5. A copy or summary of the Agreement and Plan of Merger has been or is being furnished to each partner in Glasfloss Industries, L.P. at least twenty (20) days before the merger is effective, unless waived by that partner.
6. This merger will become effective on December 31, 2003 at 11:59 p.m. in accordance with the provisions of 2.12 of the TRLPA.

*December*  
Dated: ~~November~~ 10, 2003

**GLASFLOSS INDUSTRIES, L.P.**

By: Glasfloss Industries GP, LLC,  
its General Partner

By: K. Scott Lange  
Name: K. Scott Lange  
Title: President

**ACTION BY WRITTEN CONSENT OF THE PARTNERS  
OF  
GLASFLOSS INDUSTRIES, L.P.**

The undersigned, being a majority all of the partners (the "Partners") of Glasfloss Industries, L.P., a Texas limited partnership, (the "Partnership"), acting pursuant to the provisions of the Partnership's Limited Partnership Agreement and the Texas Revised Limited Partnership Act, hereby adopt, by written consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Partners and direct that this written consent be filed with the minutes of the Partnership:

**AGREEMENT AND PLAN OF MERGER**

**WHEREAS**, there has been presented to the Partners a Certificate of Merger, substantially in the form attached hereto as *Exhibit A*, and an Agreement and Plan of Merger, substantially in the form attached hereto as *Exhibit B* (the "Plan of Merger"), both of which contemplate a merger by and among the Partnership, Glasfloss Industries, Inc., an Ohio corporation ("Ohio"), and Glasfloss Industries, Inc., a Wisconsin corporation ("Wisconsin"), pursuant to which Ohio and Wisconsin will be merged with and into the Partnership (the "Merger"); and

**WHEREAS**, the Partners believe it is in the best interests of the Partnership to consummate the Merger and adopt the Plan of Merger, substantially on the terms and conditions as set forth in the Plan of Merger.

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Certificate of Merger, the Plan of Merger and the Merger, be, and they hereby are, adopted and approved;

**RESOLVED FURTHER**, that the officers of the General Partner of the Partnership ("Authorized Officers") be, and each of them individually hereby is, authorized in the name and on behalf of the Partnership, to consummate the Merger, file the Certificate of Merger, to negotiate and execute the Plan of Merger, and to perform all of the agreements and obligations of the Partnership under such Plan of Merger and to consummate the transactions contemplated thereby, with such changes thereto as shall be deemed necessary, appropriate and advisable by the Authorized Officer executing the same on behalf of the Partnership, the execution thereof by such Authorized Officer to be conclusive evidence of the approval by him of such changes and additions; and

**RESOLVED FURTHER**, that the Authorized Officers be, and each of them hereby is, authorized and directed for and on behalf of the Partnership to execute any applications, certificates, agreements, or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things as such Authorized Officers may in their discretion deem necessary or appropriate to carry out the purpose of the foregoing resolutions.

## **EMPLOYEE BENEFIT PLANS**

**RESOLVED FURTHER**, that in connection with the effectuation of the Merger, the Authorized Officers be, and each of them individually hereby is, authorized in the name and on behalf of the Partnership, to amend, terminate or take such other action with respect to any employee benefit plan of the Partnership, including, but not limited to, the merger of any such plan with any employee benefit plans of Ohio and/or Wisconsin and the execution and delivery of any and all documents evidencing or approving any such action, as the same shall be deemed necessary, appropriate and advisable by the Authorized Officer taking any such action.

IN WITNESS WHEREOF, the undersigned Partners executed this Action by Written Consent effective as of this 25 day of November, 2003.

**GENERAL PARTNER:**

GLASFLOSS INDUSTRIES GP, LLC

By: K. Scott Lange  
Name: K. Scott Lange  
Title: President

**LIMITED PARTNERS:**

\_\_\_\_\_  
Robert T. Coulston

\_\_\_\_\_  
Allison Lange

\_\_\_\_\_  
Andrea Lee

\_\_\_\_\_  
Douglas Lange

\_\_\_\_\_  
Jeffrey Lange

K. Scott Lange  
K. Scott Lange

[Signature]  
Kenneth H. Lange

K. Scott Lange  
K. Scott Lange, as Trustee of the K. Scott Lange Trust

K. Scott Lange  
K. Scott Lange, as Trustee of the Robert T. Coulston, Jr. Trust

\_\_\_\_\_  
Anne M. Lange

K. Scott Lange, as parent of minor  
Mitchell Scott Lange

003 440007 4

IN WITNESS WHEREOF, the undersigned Partners executed this Action by Written Consent effective as of this 25 day of NOV, 2003.

**GENERAL PARTNER:**

**GLASFLOSS INDUSTRIES GP, LLC**

By: \_\_\_\_\_  
Name: K. Scott Lange  
Title: President

**LIMITED PARTNERS:**

*Robert T. Coulston*  
\_\_\_\_\_  
Robert T. Coulston

\_\_\_\_\_  
Allison Lange

\_\_\_\_\_  
Andrea Lee

\_\_\_\_\_  
Douglas Lange

\_\_\_\_\_  
Jeffrey Lange

\_\_\_\_\_  
K. Scott Lange

\_\_\_\_\_  
Kenneth H. Lange

\_\_\_\_\_  
*K. Scott Lange, as Trustee of the K. Scott Lange Trust*

\_\_\_\_\_  
*K. Scott Lange, as Trustee of the Robert T. Coulston, Jr. Trust*

\_\_\_\_\_  
Anne M. Lange

\_\_\_\_\_  
Mitchell Scott Lange



IN WITNESS WHEREOF, the undersigned Partners executed this Action by Written Consent effective as of this 25 day of November, 2003.

**GENERAL PARTNER:**

**GLASFLOSS INDUSTRIES GP, LLC**

By: \_\_\_\_\_

Name: K. Scott Lange

Title: President

**LIMITED PARTNERS:**

\_\_\_\_\_  
Robert T. Coulston

\_\_\_\_\_  
*Allison A. Lange*  
Allison Lange

\_\_\_\_\_  
Andrea Lee

\_\_\_\_\_  
Douglas Lange

\_\_\_\_\_  
Jeffrey Lange

\_\_\_\_\_  
K. Scott Lange

\_\_\_\_\_  
Kenneth H. Lange

\_\_\_\_\_  
K. Scott Lange, as Trustee of the K. Scott Lange Trust

\_\_\_\_\_  
K. Scott Lange, as Trustee of the Robert T. Coulston, Jr. Trust

\_\_\_\_\_  
Anne M. Lange

\_\_\_\_\_  
Mitchell Scott Lange

IN WITNESS WHEREOF, the undersigned Partners executed this Action by Written Consent effective as of this 25 day of November, 2003.

**GENERAL PARTNER:**

**GLASFLOSS INDUSTRIES GP, LLC**

By: \_\_\_\_\_

Name: K. Scott Lange

Title: President

**LIMITED PARTNERS:**

\_\_\_\_\_  
Robert T. Coulston

\_\_\_\_\_  
Allison Lange

\_\_\_\_\_  
*Andrea Lee*

\_\_\_\_\_  
Andrea Lee

\_\_\_\_\_  
Douglas Lange

\_\_\_\_\_  
Jeffrey Lange

\_\_\_\_\_  
K. Scott Lange

\_\_\_\_\_  
Kenneth H. Lange

\_\_\_\_\_  
K. Scott Lange, as Trustee of the K. Scott Lange Trust

\_\_\_\_\_  
K. Scott Lange, as Trustee of the Robert T. Coulston, Jr. Trust

\_\_\_\_\_  
Anne M. Lange

\_\_\_\_\_  
Mitchell Scott Lange

IN WITNESS WHEREOF, the undersigned Partners executed this Action by Written Consent effective as of this 25 day of November, 2003.

**GENERAL PARTNER:**

**GLASFLOSS INDUSTRIES GP, LLC**

By: \_\_\_\_\_

Name: K. Scott Lange

Title: President

**LIMITED PARTNERS:**

\_\_\_\_\_  
Robert T. Coulston

\_\_\_\_\_  
Allison Lange

\_\_\_\_\_  
Andrea Lee

  
\_\_\_\_\_  
Douglas Lange

\_\_\_\_\_  
Jeffrey Lange

\_\_\_\_\_  
K. Scott Lange

\_\_\_\_\_  
Kenneth H. Lange

\_\_\_\_\_  
*K. Scott Lange, as Trustee of the K. Scott Lange Trust*

\_\_\_\_\_  
*K. Scott Lange, as Trustee of the Robert T. Coulston, Jr. Trust*

\_\_\_\_\_  
Anne M. Lange

\_\_\_\_\_  
Mitchell Scott Lange

IN WITNESS WHEREOF, the undersigned Partners executed this Action by Written Consent effective as of this 25 day of November, 2003.

**GENERAL PARTNER:**

**GLASFLOSS INDUSTRIES GP, LLC**

By: \_\_\_\_\_  
Name: K. Scott Lange  
Title: President

**LIMITED PARTNERS:**

\_\_\_\_\_  
Robert T. Coulston

\_\_\_\_\_  
Allison Lange

\_\_\_\_\_  
Andrea Lee

\_\_\_\_\_  
Douglas Lange

\_\_\_\_\_  
*Jeffrey Lange*  
Jeffrey Lange

\_\_\_\_\_  
K. Scott Lange

\_\_\_\_\_  
Kenneth H. Lange

\_\_\_\_\_  
K. Scott Lange, as Trustee of the K. Scott Lange Trust

\_\_\_\_\_  
K. Scott Lange, as Trustee of the Robert T. Coulston, Jr. Trust

\_\_\_\_\_  
Anne M. Lange

\_\_\_\_\_  
Mitchell Scott Lange

IN WITNESS WHEREOF, the undersigned Partners executed this Action by Written Consent effective as of this 25 day of November 2003.

**GENERAL PARTNER:**

**GLASFLOSS INDUSTRIES GP, LLC**

By: \_\_\_\_\_

Name: K. Scott Lange

Title: President

**LIMITED PARTNERS:**

\_\_\_\_\_  
Robert T. Coulston

\_\_\_\_\_  
Allison Lange

\_\_\_\_\_  
Andrea Lee

\_\_\_\_\_  
Douglas Lange

\_\_\_\_\_  
Jeffrey Lange

\_\_\_\_\_  
K. Scott Lange

\_\_\_\_\_  
Kenneth H. Lange

\_\_\_\_\_  
K. Scott Lange, as Trustee of the K. Scott Lange Trust

\_\_\_\_\_  
K. Scott Lange, as Trustee of the Robert T. Coulston, Jr. Trust

*Anne M. Lange*  
\_\_\_\_\_  
Anne M. Lange

\_\_\_\_\_  
Mitchell Scott Lange

**CERTIFICATE OF MERGER**  
of  
**GLASFLOSS INDUSTRIES, INC. (OHIO)**  
and  
**GLASFLOSS INDUSTRIES, INC. (WISCONSIN)**  
into  
**GLASFLOSS INDUSTRIES, L.P.**

The undersigned limited partnership, acting pursuant to the provisions of Article 6132a, Section 2.11 of the Texas Revised Limited Partnership Act (the "TRLPA"), hereby adopts the following Certificate of Merger for the purpose of merging Glasfloss Industries, Inc., an Ohio corporation, and Glasfloss Industries, Inc., a Wisconsin corporation, with and into Glasfloss Industries, L.P., a Texas limited partnership, which shall be the surviving limited partnership.

1. Glasfloss Industries, Inc. (Ohio) is a corporation organized under the laws of the State of Ohio. Glasfloss Industries, Inc. (Wisconsin) is a corporation organized under the laws of the State of Wisconsin. Glasfloss Industries, L.P., is a limited partnership organized under the laws of the State of Texas.
2. The Agreement and Plan of Merger has been approved and adopted by resolution of the Partners of Glasfloss Industries, L.P, a copy of which is attached hereto as *Addendum I*, in accordance with the laws of the State of Texas and its organizational documents. The Agreement and Plan of Merger has been approved by resolutions of the shareholders and the board of directors of Glasfloss Industries, Inc. (Ohio), copies of which are attached hereto as *Addendum II*, in accordance with the laws of the State of Ohio and its organizational documents. The Agreement and Plan of Merger has been approved by resolutions of the shareholders and the board of directors of Glasfloss Industries, Inc. (Wisconsin), copies of which are attached hereto as *Addendum III*, in accordance with the laws of the State of Wisconsin and its organizational documents.
3. No amendments to the Certificate of Limited Partnership of Glasfloss Industries, L.P. are desired to be effected by the merger.
4. An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of Glasfloss Industries, L.P. at the following address:

400 South Hall  
Dallas, Texas 75226
5. A copy or summary of the Agreement and Plan of Merger has been or is being furnished to each partner in Glasfloss Industries, L.P. at least twenty (20) days before the merger is effective, unless waived by that partner.
6. This merger will become effective on December 31, 2003 at 11:59 p.m. in accordance with the provisions of 2.12 of the TRLPA.

*December*  
Dated: ~~November~~ 10, 2003

**GLASFLOSS INDUSTRIES, L.P.**

By: Glasfloss Industries GP, LLC,  
its General Partner

By: K. Scott Lange  
Name: K. Scott Lange  
Title: President

## AGREEMENT AND PLAN OF MERGER

**THIS PLAN OF MERGER**, dated as of December 10, 2003 (the "**Plan of Merger**"), will govern the merger of GLASFLOSS INDUSTRIES, L.P., a Texas limited partnership ("**Glasfloss Texas**"), GLASFLOSS INDUSTRIES, INC., an Ohio corporation ("**Glasfloss Ohio**"), and GLASFLOSS INDUSTRIES, INC., a Wisconsin corporation ("**Glasfloss Wisconsin**").

**WHEREAS**, Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin desire to merge Glasfloss Ohio, and Glasfloss Wisconsin with and into Glasfloss Texas; and

**WHEREAS**, Glasfloss Texas is a Texas limited partnership, Glasfloss Ohio is an Ohio corporation and Glasfloss Wisconsin is a Wisconsin corporation; and

**WHEREAS**, Section 170.1791 of the Ohio General Corporation Law ("**OGCL**") permits the merger of a domestic corporation and a foreign business entity; and

**WHEREAS**, Section 180.1101 of the Wisconsin Business Corporation Law ("**WBCL**") permits the merger of a domestic corporation and a foreign business entity; and

**WHEREAS**, Article 6132a-2.11 of the Texas Revised Limited Partnership Act ("**TRLPA**") permits the merger of a domestic limited partnership and a foreign entity; and

**WHEREAS**, the Merger (as defined below) has been approved by the respective Boards of Directors and shareholders of Glasfloss Ohio and Glasfloss Wisconsin in accordance with the OGCL and the WBCL, and their respective articles of incorporation and by-laws; and

**WHEREAS**, the Merger (as defined below) has been approved by the partners of Glasfloss Texas in accordance with the TRLPA and its certificate of limited partnership and limited partnership agreement.

**NOW, THEREFORE**, Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin, in consideration of the mutual promises, agreements and covenants contained herein and in accordance with the TRLPA, OGCL and WBCL, hereby agree as follows:

### ARTICLE I THE MERGER

1.01 The Merger. Subject to the terms and conditions of this Plan of Merger, Glasfloss Ohio and Glasfloss Wisconsin shall be merged with and into Glasfloss Texas (the "**Merger**") in accordance with the OGCL, WBCL and TRLPA. Glasfloss Texas shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "**Surviving Limited Partnership**") and shall continue its name and existence under the laws of the State of Texas. At the Effective Time (as hereinafter defined), the separate corporate existences of Glasfloss Ohio and Glasfloss Wisconsin shall cease.

1.02 Effective Time of the Merger. Subject to the provisions of this Plan of Merger, the articles of merger (the "**Articles of Merger**"), and certain certificates of merger (the



“Certificates of Merger”) shall be duly prepared and executed by or on behalf of Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin and thereafter delivered to the Texas Secretary of State, the Ohio Secretary of State and the Wisconsin Department of Financial Institutions, as provided in the TRLPA, OGCL and WBCL, as soon as practicable after the approval and adoption of this Plan of Merger. The Merger shall become effective as of the effective date set forth in the Articles of Merger and the Certificates of Merger (the “Effective Time”).

1.03 Continuing Rights and Obligations of Surviving Limited Partnership. At and after the Effective Time, the Surviving Limited Partnership shall thereafter be responsible and liable for all the liabilities, deposits, debts, obligations and penalties of each of Glasfloss Ohio and Glasfloss Wisconsin. The Surviving Limited Partnership shall thereupon and thereafter possess all of the rights, privileges, immunities, and franchises, of a public and private nature, of each of Glasfloss Ohio and Glasfloss Wisconsin; and all property, real, personal and mixed, and all of the debts due on whatever account, and all and every other interest, of or belonging to or due to each of Glasfloss Ohio and Glasfloss Wisconsin, shall be taken and deemed to be transferred to and vested in the Surviving Limited Partnership without further act or deed; and the title to any real estate or interest therein, vested in each of Glasfloss Ohio and Glasfloss Wisconsin, shall not revert or be in any way impaired by reason of the Merger. Neither the rights of creditors nor any liens upon the property of the entities shall be impaired by the Merger.

1.04 Articles of Incorporation of Glasfloss Ohio. Attached hereto as *Addendum I* are the Articles of Incorporation of Glasfloss Ohio in effect immediately prior to the Merger.

1.05 By-laws of Glasfloss Ohio. Attached hereto as *Addendum II* are the By-laws of Glasfloss Ohio in effect immediately prior to the Merger.

1.06 Articles of Incorporation of Glasfloss Wisconsin. Attached hereto as *Addendum III* are the Articles of Incorporation of Glasfloss Wisconsin in effect immediately prior to the Merger.

1.07 By-laws of Glasfloss Wisconsin. Attached hereto as *Addendum IV* are the By-laws of Glasfloss Wisconsin in effect immediately prior to the Merger.

1.08 Certificate of Limited Partnership of Glasfloss Texas. The Certificate of Limited Partnership of Glasfloss Texas attached hereto as *Addendum V* in effect immediately prior to the Merger shall be the Certificate of Limited Partnership of the Surviving Limited Partnership after the Merger until thereafter amended in accordance with applicable law.

1.09 Limited Partnership Agreement of Glasfloss Texas. The Limited Partnership Agreement of Glasfloss Texas attached hereto as *Addendum VI* in effect immediately prior to the Merger shall be the Limited Partnership Agreement of the Surviving Limited Partnership after the Merger until thereafter amended in accordance with applicable law.

1.10 Abandonment. This Plan of Merger and the Merger may be abandoned upon the agreement of all of Glasfloss Texas, Glasfloss Ohio and Glasfloss Wisconsin at any time prior to the Effective Time.

1.11 Appointment of Agent in Ohio. Glasfloss Texas hereby (i) consents to be sued with service of process in the State of Ohio and (ii) irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the Surviving Limited Partnership any obligation of Glasfloss Ohio or to enforce the rights of any dissenting shareholder of Glasfloss Ohio.

1.12 Post-Merger Transaction of Business in Ohio. Following the Merger, Glasfloss Texas desires to transact business in the State of Ohio as a foreign limited partnership, and hereby irrevocably appoints Charles Watts, 2168 Commerce Street, Lancaster, Ohio 43130 as its agent upon whom process against the Surviving Limited Partnership may be served within the State of Ohio for so long as the authority of such agent continues. The Surviving Limited Partnership hereby irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process under the circumstances provided for in Ohio Rev. Code Ann., §1703.19.

**ARTICLE II**  
**CONTINUATION OF LIMITED PARTNERSHIP INTERESTS AND CANCELLATION OF SHARES**

2.01 Continuation of Glasfloss Texas Limited Partnership Interests. The limited partnership interests of Glasfloss Texas issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding after the Merger.

2.02 Cancellation of Glasfloss Ohio Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of common stock, no par value per share, of Glasfloss Ohio (the "**Glasfloss Ohio Stock**"), each share of Glasfloss Ohio Stock issued and outstanding immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive limited partnership interests of Glasfloss Texas to be issued upon surrender of such Glasfloss Ohio Stock as follows:

Name	Shares of Glasfloss Ohio common stock to be cancelled	Limited partnership interests of Glasfloss Texas to be issued
Allison A. Lange	450	34
Robert T. Coulston Trust	60,000	4,516
Anne M. Lange	47,250	3,577
K. Scott Lange Trust	60,000	4,516
Douglas K. Lange	750	57
Kenneth Lange	71,280	5,365

2.03 Cancellation of Glasfloss Wisconsin Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of common stock, no par value per share, of Glasfloss Wisconsin (the "**Glasfloss Wisconsin Stock**"), each share of Glasfloss Wisconsin Stock issued and outstanding immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive limited partnership interests of Glasfloss Texas to be issued upon surrender of such Glasfloss Wisconsin Stock as follows:

Name	Shares of Glasfloss Wisconsin common stock to be cancelled	Limited partnership interests of Glasfloss Texas to be issued
K. Scott Lange Trust	4742	3,151
Robert T. Coulston Trust	4743	3,152
K. Scott Lange	415	276

2.04 Conversion of Glasfloss Ohio Stock and Glasfloss Wisconsin Stock. The conversion of the Glasfloss Ohio Stock and the Glasfloss Wisconsin Stock is based on the agreed relative share value of each of Glasfloss Ohio, Glasfloss Wisconsin and Glasfloss Texas.

### ARTICLE III GENERAL PROVISIONS

3.01 Counterparts. This Plan of Merger may be executed in counterparts, each of which shall constitute one and the same document, effective for all purposes as of the date first written above.

3.02 Headings. The headings in this Plan of Merger are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

**GLASFLOSS INDUSTRIES, L.P.**  
(a Texas limited partnership)

By: Glasfloss Industries GP, LLC,  
its General Partner

By: K. Scott Lange  
Name: K. Scott Lange  
Title: President

**GLASFLOSS INDUSTRIES, INC.**  
(an Ohio corporation)

By: K. Scott Lange  
Name: K. Scott Lange  
Title: President

**GLASFLOSS INDUSTRIES, INC.**  
(a Wisconsin corporation)

By: K. Scott Lange  
Name: K. Scott Lange  
Title: President

CERTIFICATE OF MAILING BY EXPRESS MAIL

I, Paulette Burrow, do hereby certify that the foregoing document is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on this date of July 1, 2004.

Paulette Burrow  
Signature

Paulette Burrow  
Name

EU 179 376 924 US  
Express Mail Label Number

July 1, 2004  
Date of Deposit

CARRINGTON

COLEMAN

SLOMAN &

BLUMENTHAL L.L.P.

200 CRESCENT COURT • SUITE 1500 • DALLAS, TEXAS 75201-1848 • TEL 214.855.3000 • FAX 214.855.1333

ATTORNEYS AT LAW

July 1, 2004

CRAIG W. WEINLEIN

TEL: 214.855.3051

FAX: 214.758.3751

E MAIL: CWEINLEIN@CCSB.COM

**VIA EXPRESS MAIL**

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RE: Registration Nos. 1,120,953; 1,122,288; 1,363,242;  
1,363,243; 1,414,132; 1,854,116; 2,084,313; 2,300,617

Dear Director:

Enclosed is a Trademark Recordation Form Cover Sheet for recording the Certificate of Merger evidencing change of ownership of the above-referenced registrations from Glasfloss Industries, Inc., an Ohio corporation, to Glasfloss Industries, L.P., a Texas limited partnership. Also enclosed is my firm's check in the amount of \$215.00 in payment of your recording fee. If the amount of the fee is incorrect, please debit our deposit account no. 03-0840.

Please direct any correspondence concerning the above-referenced registrations to my attention.

Very truly yours,

  
Craig W. Weinlein

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Enclosures

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I, Paulette Burrow, do hereby certify that the foregoing document is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on this date of July 1, 2004.

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