

02-04-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/20)



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

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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):

Bridgestone Management Group, Inc.

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

Citizenship (see guidelines) USA

Execution Date(s) November 13, 1998

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Glynlyon, Inc.

Internal

Address:

Street Address: 300 N. McKamy Avenue

City: Chandler

State: Arizona

Country: USA

Zip: 85226

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship USA
- 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)

1289166

Additional sheet(s) attached? Yes No

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

Temple of Apschai

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

Name: Laurie A. Rhoades, Esq.

Internal Address:

Street Address: 1888 S. Jackson St. Suite 507

City: Denver

State: CO Zip: 80210

Phone Number: 303-891-5252

Fax Number: 303-329-0303

Email Address: lexrhoades@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 9223
Expiration Date 07/07

b. Deposit Account Number
Authorized User Name

9. Signature:

Signature

January 27, 2005

Date

Laurie A. Rhoades, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5005, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

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PAGE 7/11 * RCVD AT 2/4/2005 12:09:15 PM [Eastern Standard Time] * SVR:USPTO-EFXXF-2/0 * DNS:7463130 * CSID: * DURATION (mm-ss):08-02

TRADEMARK
REEL: 003023 FRAME: 0209

AGREEMENT AND PLAN OF MERGER

→ This agreement and plan of merger ("Merger Agreement") is made as of November 13, 1998, by and between BRIDGESTONE MANAGEMENT GROUP, INC., a California corporation (the "Merging Corporation") and GLYNLYON, INC., a Nevada corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation shall hereinafter be referred to collectively as the "Constituent Corporations."

WITNESSETH

WHEREAS, the Merging Corporation, located at 300 North McKerny, Chandler, Arizona 85226, is a corporation duly organized and existing under the laws of the State of California, and the Surviving Corporation, located at 3650 South Pointe Circle, Suite 205, Laughlin, Nevada 89029 is a corporation duly organized and existing under the laws of the State of Nevada;

WHEREAS, the Board of Directors of the Merging Corporation and the Board of Directors of the Surviving Corporation deem it advisable and in the best interests of their respective corporations and shareholders that the Merging Corporation be merged with and into the Surviving Corporation (referred to hereinafter as the "Merger"); and

WHEREAS, the Board of Directors of the Merging Corporation and the Board of Directors of the Surviving Corporation have approved this Merger Agreement by resolutions duly adopted by their respective Boards of Directors in accordance with the laws of the State of Nevada;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and in accordance with applicable law, the parties hereto agree as follows:

ARTICLE I THE MERGER

→ 1.1 Merger. Effects of the Merger. Subject to the terms of this Merger Agreement, on the Effective Date (as defined below), the Merging Corporation will be merged with and into the Surviving Corporation in accordance with, and with the effect provided in Section 92A.250 of the Nevada Revised Statutes; the separate existence of the Merging Corporation will cease; the Surviving Corporation will continue in existence as a Nevada corporation and will succeed to all of the rights, privileges, immunities, and properties of the Merging Corporation; and the Surviving Corporation will be responsible and liable for all of the debts, liabilities, and obligations of the Merging Corporation. Without limiting the foregoing, upon and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations; and all property, real, personal,

and mixed, and all and every other interest belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation and shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested, by deed or otherwise, in the Constituent Corporations shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities, and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts and liabilities had been incurred by it. Any action or proceeding, whether civil, criminal, or administrative, pending by or against the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted as a party in such action or proceeding in place of any Constituent Corporation.

1.2 Effective Time and Date of the Merger. The Merger shall become effective upon filing with the Nevada Secretary of State the Articles of Merger, executed in accordance with the relevant provisions of the Nevada Revised Statutes (the time the Merger becomes effective being the "Effective Time" and the date of such filing being the "Effective Date").

1.3 Articles of Incorporation and Bylaws. No changes will be made in the Articles of Incorporation of the Surviving Corporation in connection with the Merger and the Articles of Incorporation of the Surviving Corporation, as heretofore amended, will continue to be its Articles of Incorporation on and after the Effective Date of the Merger until further altered, amended, or repealed in accordance with the laws of the State of Nevada. No changes will be made in the Bylaws of the Surviving Corporation, in connection with the Merger and the Bylaws of the Surviving Corporation, as heretofore amended, will continue to be its Bylaws on and after the Effective Date of the Merger until further altered, amended, or repealed in accordance with the laws of the State of Nevada.

1.4 Terms of the Merger.

(a) The manner of converting or exchanging the shares of each of the parties to the Merger shall be as follows:

(i) The Merger shall effect no change in any of the shares of the Surviving Corporation stock and none of its shares shall be converted as a result of the merger.

(ii) At the Effective Time, the issued and outstanding shares of Common Stock of the Company, other than shares of Stock held in the Company's treasury or by holders who perfect dissenters' rights under the California General Corporation Law, shall by virtue of the Merger, without any action on the part of the holders thereof, be automatically converted into shares of Common Stock in Glynylon on a share-for-share basis; and the issued and outstanding shares Preferred Stock of the Company, other than shares of Stock held in the Company's treasury or by holders who perfect dissenters' rights under the Act, shall by virtue of the Merger,

(b) At any time prior to the Effective Date, the Merger Agreement may be amended or modified by written agreement of the parties, provided, however, that after approval of this Merger Agreement by the shareholders of the Constituent Corporations, this merger Agreement may not be amended, except by agreement of the shareholders of the Constituent Corporations, without such further approval as is required by law, to the extent such amendment would (i) alter or change the amount of kind of consideration to be received by the shareholders of the Merging Corporation; or (ii) effect any alteration or change that would adversely affect the shareholders of the Constituent Corporations. Other than as restricted herein, the Merging Corporation and the Surviving Corporation have agreed that the Merger may be restructured if necessary to expedite the closing of the Merger. This provision may provide flexibility in the event of actions which cannot be controlled by either Merging Corporation or the Surviving Corporation.

(c) If the Merger has not been consummated by December 31, 1998, then at any time thereafter either party may terminate the Merger Agreement, unless the Agreement has been extended by mutual consent.

(d) The Merger Agreement may also be terminated at any time prior to the Effective Date, whether before or after approval by shareholders, as follows: (i) by mutual consent of the respective boards of directors of the Merging Corporation and the Surviving Corporation; (ii) by the board of directors of either party if a material default shall be made by the other party in the observance or performance of any of its covenants and agreements contained in the Merger Agreement if such fault is not cured within a reasonable time after notice of such default.

DATED this 13 day of NOVEMBER, 1998

Attest: BRIDGESTONE MANAGEMENT GROUP, INC.
a California corporation

By: Conrad I. Homishak By: Robert J. Campbell, Jr.
Its: Secretary Its: President

Attest: GLYNLYON, INC.
a Nevada corporation

By: William P. Lanphear, IV By: Robert J. Campbell, Jr.
Its: Secretary Its: President

confirmation over rejection by a class if the Debtor can show the class fares better under the Plan than a Chapter 7 liquidation. Debtor will seek to confirm the Plan over the deemed rejection by Class D. If sufficient creditors in Class C do not vote to accept the Plan, Debtor may seek to confirm the Plan over rejection by Class C pursuant to the provisions of section 1129(b) of the Code.

Dated: August 27, 1993.

EPYX, INC.

By /s/ William Lanphear IV

Title Chief Executive Officer

PILLSBURY MADISON & SUTRO
ANDREA A. WIRUM
PATRICK COSTELLO
JACQUELINE S. DAILEY

By /s/ Patrick Costello

Attorneys for EPYX, INC., Debtor and
Debtor in Possession