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

Tab settings

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

1. Name of conveying party(ies): STEEL HEDDLE, INC.
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: GTP GREENVILLE, INC.
Internal
Address:
Street Address: PO BOX 1867
City: GREENVILLE State: SC Zip: 29602
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State SOUTH CAROLINA
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [X] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 01/28/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/982,481
B. Trademark Registration No.(s) 2,870,814
Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James M. Bagarazzi
Internal Address: DORITY & MANNING, P.A.
Street Address: PO BOX 1449
City: GREENVILLE State: SC Zip: 29602-1449

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 80.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:
Barcode
11-15-2004
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #32

9. Signature
James M. Bagarazzi
Name of Person Signing
Signature
Total number of pages including cover sheet, attachments, and document: 10

11-15-2004

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #32

Nov 4, 2004
Date

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Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

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STATE OF SOUTH CAROLINA
SECRETARY OF STATE

FILED

OCT 12 2004

JAN 30 2004

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF MERGER
OR SHARE EXCHANGE

Mark Hammond 5
SECRETARY OF STATE

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-11-105 of the 1976 South Carolina Code of Laws, as amended, the undersigned as the surviving corporation in a merger or the acquiring corporation in a share exchange, as the case may be, hereby submits the following information:

1. The name of the surviving or acquiring corporation is GTP Greenville, Inc.
2. Attached hereto and made a part hereof is a copy of the Plan of Merger or Share Exchange (see Sections 33-11-101 (merger) 33-11-102 (share exchange), 33-11-104 (merger of subsidiary into parent) 33-11-107 (merger or share exchange with a foreign corporation), and 33-11-108 (merger of a parent corporation into one of its subsidiaries) of the 1976 South Carolina Code of Laws, as amended).
3. Complete the following information to the extent it is relevant with respect to each corporation, which is a party to the transaction:
 - (a) Name of the corporation is GTP Greenville, Inc.

Complete either (1) or (2), whichever is applicable:

- (1) Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104 (a), and 33-11-108(a) of the 1976 South Carolina Code of Laws, as amended).
- (2) The Plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

<u>Voting Group</u>	<u>Number of Outstanding Shares</u>	<u>Number of Votes Entitled to be Cast</u>	<u>Number of Votes Represented at the meeting</u>	<u>Number of Undisputed* Shares</u>	
				<u>For</u>	<u>or Against</u>

***NOTE:** Pursuant to Section 33-11-105(a)(3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.



(b) Name of the corporation: Steel Heddle, Inc.

Complete either (1) or (2), whichever is applicable:

(1) Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104(a), and 33-11-108 (a)).

(2) The plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	or Against

***NOTE:** Pursuant to Section 33-11-105 (a)(3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws). The effective date of the merger shall be at 12:01 a.m. on February 1, 2004.

Date: January 28, 2003

GTP GREENVILLE, INC.

By: James C. Thomas
James C. Thomas, President

PLAN OF MERGER

**STEEL HEDDLE, INC.
A DELAWARE CORPORATION
INTO
GTP GREENVILLE, INC.
A SOUTH CAROLINA CORPORATION**

THIS PLAN OF MERGER (hereinafter called the "Agreement"), dated this 28th day of January, 2004, is hereby adopted by GTP GREENVILLE, INC., a South Carolina corporation ("GTP") concerning the merger of STEEL HEDDLE, INC., a Delaware corporation ("Steel Heddle"), a wholly owned subsidiary of GTP, into GTP.

WHEREAS, GTP is a corporation duly organized and existing under the laws of the State of South Carolina, having been incorporated on October 23, 1970;

WHEREAS, Steel Heddle is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on August 20, 2001;

WHEREAS, the authorized capital stock of GTP consists of one thousand (1,000) shares of common stock, \$100.00 per share par value, of which one hundred thirty-five (135) shares are outstanding;

WHEREAS, the authorized capital stock of Steel Heddle consists of three thousand (3,000) shares of common stock, (\$1.00 par value), of which one thousand (1,000) shares are outstanding and all of which outstanding shares are owned by GTP; and

WHEREAS, the directors of GTP deem it advisable for the general welfare and advantage of the corporations and their respective shareholders that the corporations merge into a single corporation pursuant to this Agreement, and the corporations respectively desire to so merge

pursuant to this Agreement, pursuant to Section 33-11-104 of the South Carolina Code of Laws of 1976, as amended, and Section 253 of the General Corporation Law of Delaware and pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, the board of directors of GTP hereby authorizes, adopts, approves, and directs that Steel Heddle shall be merged with and into GTP, which shall continue its corporate existence and shall be the corporation surviving the merger (hereinafter sometimes the "Surviving Corporation"), and that the terms and conditions of the merger hereby agreed upon, which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect, are and shall be as hereafter set forth:

ARTICLE ONE. Consummation of this Agreement shall be effected at 12:01 a.m. on February 1, 2004, or if later, on the date on which this Plan and Agreement of Merger and Articles of Merger are filed in the Office of the Secretary of State of South Carolina (hereinafter the "effective time" of the merger or sometimes the "closing" date), all after satisfaction of the respective requirements of the applicable laws of the State of South Carolina prerequisite to such filing. At the effective time of the merger, the separate existence of Steel Heddle shall cease and it shall be merged with and into GTP.

ARTICLE TWO. The laws which are to govern the Surviving Corporation are the laws of the State of South Carolina. The Articles of Incorporation of GTP shall remain in effect and unchanged subsequent to the effective time of the merger and until the same may be amended or altered at some future time in accordance with applicable laws.

ARTICLE THREE. The officers and directors of GTP at the effective time of the merger shall be the officers and directors of the Surviving Corporation until their respective successors are duly elected and qualified, to wit:

Directors:

Patrick Steverlynck (Chairman)
Jan Coene
Koen Beckers

Officers:

James C. Thomas	President
Thomas M. Ellis	Vice President
Steven M. Thompson	Secretary, Treasurer and Chief Financial Officer

ARTICLE FOUR. The method of carrying into effect the merger provided in this Agreement, and the manner and basis of converting the shares of Steel Heddle into shares of the Surviving Corporation or into cash, are as follows:

1. **GTP.** At the effective time of the merger, each shareholder of GTP shall retain the shares of common stock of GTP which such shareholder owned prior to such effective time without change.
2. **Steel Heddle; Cancellation of Shares.** At the effective time of the merger, the shares of common stock of Steel Heddle issued and outstanding shall be cancelled.
3. **Surrender of Certificates.** No later than such date as is reasonably selected by the corporate secretary of Steel Heddle, and in all events no later than the closing date, each holder of stock certificates representing shares of common stock of Steel Heddle issued and outstanding at the time the merger becomes effective shall surrender such shares for cancellation.

ARTICLE FIVE. At the effective time of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and shall be subject to all the restrictions, disabilities, and duties, of each of the corporations; and all the rights, privileges,

immunities, powers and franchises of each of the corporations and all property, real, personal or mixed; and all debts due to either of said corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of the corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective corporations, and the title to any real estate vested by deed or otherwise in either of said corporations shall not revert or be in any way impaired by reason of the merger; provided, however that all rights of creditors and all liens upon any property of either of the corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the merger, and all debts, liabilities and duties of the corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if its debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE SIX. The assets and liabilities of the corporations as of the effective time of the merger shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at the time on the books of the respective corporations.

ARTICLE SEVEN. Pursuant to Section 252(d) of the General Corporation Law of the State of Delaware, the Surviving Corporation hereby agrees that from and after the effective date of the merger, it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Steel Heddle, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the General Corporation Law, and does hereby irrevocably appoint the Secretary of State of the State of

Delaware as its agent to accept service of process in any suit or other proceedings by sending notice to:

James C. Thomas, President
GTP Greenville, Inc.
Post Office Box 1867
Greenville, South Carolina 29602

ARTICLE EIGHT. If at any time the Surviving Corporation shall conclude or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of Steel Heddle acquired or to be acquired by or as a result of the merger, the presidents and secretaries, together, of the corporations shall be and they hereby are severally and fully authorized to execute and deliver such properties, assignments and assurances in law and to take such other action as may be necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

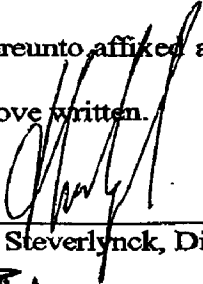
ARTICLE NINE. Anything herein or elsewhere to the contrary notwithstanding, this Plan may be terminated in the event and at any time before the effective time of the merger, by the mutual consent of the board of directors of each of the corporations. It is anticipated that this Plan may be terminated and abandoned in the event circumstances arise prior to the effective time of the merger which would indicate that the transactions contemplated hereby are not in compliance with applicable federal and state securities laws, or that the merger would not be deemed a tax-free transaction for United States income tax purposes as described more fully hereafter, or if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the merger and it is deemed advisable not to proceed with the merger. Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other party.

ARTICLE TEN. It is the intent of this Plan and of the parties hereto that this Plan of Merger shall be considered a statutory merger and shall be undertaken, as contemplated by Section 368(a)(1)(A) of the Code; that this Plan of Merger shall be considered a "plan of reorganization" for such purposes; and that the exchange of shares of stock of Steel Heddle for shares of stock of the Surviving Corporation shall be considered a non-taxable exchange pursuant to Section 354 of the Code.

ARTICLE ELEVEN. If prior to the effective time of the merger the president of GTP determines that some nonsubstantive amendment or alteration to this Plan is needed solely for the purpose of complying with the applicable corporate laws of the State of South Carolina, or the applicable income tax laws of the United States, or the applicable federal or state securities laws, then the president of GTP shall be, and hereby is, authorized to make such amendment to this Plan as shall be deemed necessary by him to satisfy such applicable requirements; and in this regard the said president shall be protected from liability so long as his actions and decisions are made by him in good faith.

ARTICLE TWELVE. This Plan of Merger may be executed in one or more counterparts, all of which shall be considered one and the same, and shall become effective when one or more counterparts have been executed and delivered by each person required to sign hereon.

IN WITNESS WHEREOF, this Plan of Merger has been adopted by all of the directors of GTP, and GTP has caused its corporate seal to be hereunto affixed and attested by the signature of its secretary, all as of the day, month and year first above written.

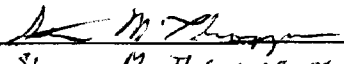


Patrick Steverlynck, Director, GTP



Jan Coene, Director, GTP

(SEAL)
ATTEST:



Steven M. Thompson, Secretary, GTP