

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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):  
**HOBOKEN WOOD FLOORING CORPORATION**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State of New Jersey  
 Other:

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

2. Name and address of receiving party(ies):  
Name: .HOBOKEN WOOD FLOORING LLC

Internal Address:  
Street Address: 70 Demarest Drive

City: Wayne  
State: New Jersey      Zip: 07470-6702

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: \_\_\_\_\_  
 Other: New Jersey Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)       Yes  
 No

Additional name(s) & address(es) attached?       Yes       No

3. Nature of Conveyance:

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

Execution Date: May 19, 2005

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):  
78/440,127      78/449,080  
78/440,117      78/485,474

Additional numbers attached?       Yes       No

B. Trademark Registration No.(s):  
1,116,229      2,912,278  
2,918,537  
2,912,277

Additional numbers attached?       Yes       No

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

Name: LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP

Internal Address: Arnold H. Krumholz

Street Address: 600 South Avenue West

City: Westfield      State: NJ      Zip: 07090

6. Total Number of applications and registrations involved: 8


7. Total fee (37 CFR 3.41)      \$ 215.00

Enclosed  
 Authorized to be charged to Deposit Account  
 Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: 12-1095  
(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.*

Arnold H. Krumholz            June 9, 2005  
Name of Person Signing      Signature      Date

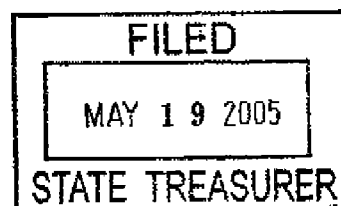
Total number of pages including cover sheet, attachments, and document:

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May-19-05 10:30 From-Cole Schotz Weisel

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T-268 P.004/020 F-853



**CERTIFICATE OF MERGER OF  
HOBOKEN WOOD FLOORING LLC  
AND  
HOBOKEN WOOD FLOORING CORPORATION**

TO: Secretary of State  
State of New Jersey

Pursuant to the provisions of Sections 14A:10-1 and 14A:10-4.1 of the New Jersey Business Corporation Act (the "Business Act"), and Section 42:2B-20 of the New Jersey Limited Liability Company Act (the "LLC Act"), it is hereby certified that:

1. Name and Jurisdiction of Formation or Organization of Each Entity which is to Merge:

Hoboken Wood Flooring LLC, a New Jersey limited liability company (the "Surviving Entity"); and

Hoboken Wood Flooring Corporation, a New Jersey corporation (the "Merging Entity").

2. Name of Surviving Entity. The name of the surviving domestic limited liability company is Hoboken Wood Flooring LLC.

3. Agreement and Plan of Merger. The Agreement and Plan of Merger in the form attached hereto as Exhibit A (the "Plan") has been approved and executed by each of the entities which is merging herein.

4. Number of Shares Entitled to Vote. The number of shares of the Merging Entity which were entitled to vote at the time of the approval of the Plan is 271 shares of Class A voting common stock.

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5. Vote of Shares. The sole shareholder of the Merging Entity entitled to vote approved the Plan pursuant to a written consent without a meeting of shareholders, and the number of shares represented by such consent is 271 shares of Class A voting common stock. The date of said consent and approval is May 11, 2005.

6. Approval of Surviving Entity. The sole member of the Surviving Entity which owns 100% of the interests therein, approved of the Plan on May 11, 2005.

7. Continuation of Surviving Entity: Hoboken Wood Flooring LLC will continue its existence as the Surviving Entity under its present name pursuant to the provisions of the LLC Act.

8. Location of Agreement and Plan of Merger. The Plan is on file at the Surviving Entity's office which is located at 70 Demarest Drive, Wayne, New Jersey 07470.

9. Copy of Agreement and Plan of Merger. A copy of the Plan shall be furnished by the Surviving Entity, on request and without cost, to any shareholder of the Merging Entity or any person holding an interest in the Surviving Entity.

10. Effective Date: The effective date of the merger herein shall be the date of filing hereof.

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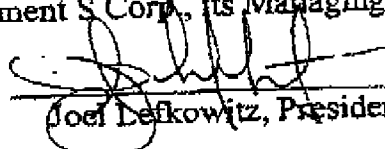
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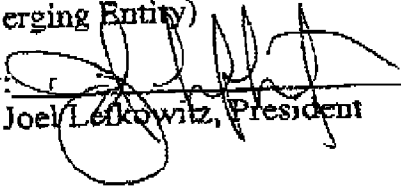
T-260 P.006/020 F-853

**IN WITNESS WHEREOF**, the parties hereto have executed this Certificate of Merger between Hoboken Wood Flooring LLC and Hoboken Wood Flooring Corporation this 19 day of May, 2005.

**HOBOKEN WOOD FLOORING LLC**  
a New Jersey limited liability company  
(Surviving Entity)  
By: Investment S Corp., its Managing Member

By:   
Joel Leikowitz, President

**HOBOKEN WOOD FLOORING CORPORATION**  
a New Jersey corporation  
(Merging Entity)

By:   
Joel Leikowitz, President

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**EXHIBIT A****AGREEMENT AND PLAN OF MERGER OF  
HOBOKEN WOOD FLOORING LLC  
AND  
HOBOKEN WOOD FLOORING CORPORATION**

This Agreement and Plan of Merger ("Agreement and Plan"), adopted pursuant to §42:2B-20 of the New Jersey Limited Liability Company Act (the "New Jersey LLC Act") is by and between HOBOKEN WOOD FLOORING CORPORATION, a New Jersey corporation (the "Merging Entity") and HOBOKEN WOOD FLOORING LLC, a New Jersey limited liability company (the "Surviving Entity"), and provides for the merger (the "Merger") of the Merging Entity with and into the Surviving Entity, which shall survive the Merger and continue to exist as a New Jersey limited liability company.

1. The names of the participating entities in the Merger are HOBOKEN WOOD FLOORING CORPORATION, a New Jersey corporation, and HOBOKEN WOOD FLOORING LLC, a New Jersey limited liability company.
2. The Merger shall become effective on the date upon which the Certificate of Merger is filed with the New Jersey Secretary of State (the "Effective Date").
3. In accordance with the provisions of this Agreement and Plan and N.J.S.A. 42:2B-20 of the New Jersey LLC Act, the Merging Entity shall be merged into the Surviving Entity.
4. Upon the Effective Date, each of the members of the Surviving Entity shall continue to own exactly the same membership interests in the Surviving Entity as they currently own.
5. On the Effective Date, all of the shares of capital stock of the Merging Entity (whether or not issued) shall be cancelled, and shall have no value.
6. The Certificate of Formation of the Surviving Entity in effect on the Effective Date shall remain the Certificate of Formation of the Surviving Entity until altered, amended or repealed. The Operating Agreement of the Surviving Entity in effect on the Effective Date shall be the Operating Agreement of the Surviving Entity until altered, amended or repealed.
7. On the Effective Date, the separate existence of the Merging Entity shall cease, and the existence and the identity of the Surviving Entity, as the Surviving Entity, shall continue. The Surviving Entity shall thereupon succeed, without other transfer, to all of the rights and property of the Merging Entity and shall be subject to all of the debts and liabilities of the Merging Entity in the same manner as if the Surviving Entity had

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itself incurred them. All rights of creditors and all liens upon the property of the Merging Entity shall be limited to the property affected thereby immediately prior to the Effective Date. Any action or proceeding pending by or against the Merging Entity may be prosecuted to judgment, which shall bind the Surviving Entity, and the Surviving Entity may be proceeded against or substituted in the place of the Merging Entity.

8. From time to time at and after the Effective Date as and when requested by the Surviving Entity or by its successors or assigns, the Merging Entity shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Entity, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Entity, and its successors or assigns, title to and possession of all the rights and property referred to in Section 7 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan. If the Surviving Entity shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of the Merging Entity acquired by the Surviving Entity pursuant to this Agreement and Plan, the Managing Member of the Surviving Entity at that time is hereby specifically authorized as attorneys-in-fact of the Merging Entity (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Entity or otherwise, as such Managing Member shall deem necessary or appropriate to accomplish such end.

9. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement.

10. This Agreement and Plan shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement and Plan as of the date hereof. Any amendment to this Agreement and Plan shall be approved by both the Merging Entity and the Surviving Entity.

11. This Agreement and Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of New Jersey. The filing requirements of the State of New Jersey shall govern all respective filings necessary or advisable to effect the intent and purposes of this Agreement and Plan.

12. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement and Plan is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective

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shareholders or members, any rights or remedies under or by reason of this Agreement and Plan except as allowed by applicable laws of the State of New Jersey.

13. This Agreement and Plan embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Agreement and Plan.

14. This Agreement and Plan may be terminated or abandoned at any time prior to the filing of the Certificate of Merger with the New Jersey Secretary of State by mutual written agreement of the Merging Entity and the Surviving Entity.

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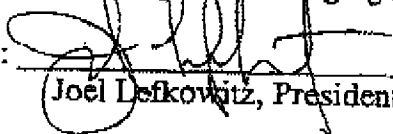
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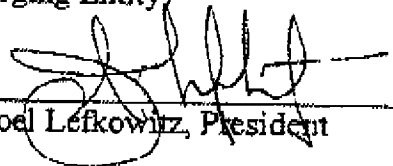
T-268 P.010/020 F-853

**IN WITNESS WHEREOF**, the parties have executed this Agreement and Plan of Merger the day and year first above written.

HOBOKEN WOOD FLOORING LLC  
a New Jersey limited liability company  
(Surviving Entity)  
By: Investment S Corp, its Managing Member

By:   
Joel Lefkowitz, President

HOBOKEN WOOD FLOORING  
CORPORATION  
(Merging Entity)

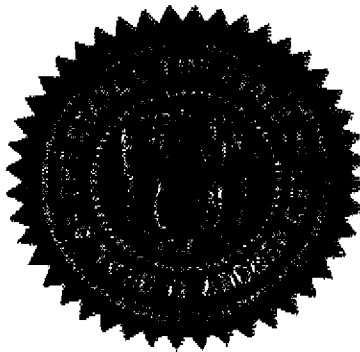
By:   
Joel Lefkowitz, President



STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

HOBOKEN WOOD FLOORING LLC

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department the below  
listed document(s) and that the foregoing is a  
true copy of the  
Certificate of Merger  
Filed in this office  
May 19, 2005  
as the same is taken from and compared with the  
original(s) filed in this office on the date set  
forth on each instrument and now remaining on file  
and of record in my office.*



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
19th day of May, 2005

A handwritten signature in cursive script, appearing to read "John E. McCormac".

John E McCormac, CPA  
State Treasurer