

FORM PTO-1595

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

1/31/92

TRADEMARKS ONLY

Patent and Trademark Office

To the Director of Patents and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rinker Boat Company, Inc.

Entity: Indiana Corporation

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: Rinker Acquisition Company, LLC

Internal Address: 300 W. Chicago

Syracuse, Indiana 46567

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date July 14, 2004

Entity: Delaware Limited Liability Company

Additional Name(s) & Address(es) attached Yes No

4. Application or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No. (s)

2,060,615; 2,060,614; 2,891,600

Additional numbers attached? Yes No

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

Please send the recorded assignment back by fax to 312-258-5600 to the attention of:

SCHIFF HARDIN LLP
Chris Bollinger, Attorney
 P.O. Box 06079
 Chicago, IL 60606-0079
 Telephone: (312) 258-5500
 Customer Number: 31811-0000

6. Total number of trademarks involved

3

7. Total Fee (37 CFR 3.41

\$90.00

Authorization is given to charge the deposit account for the above fee and any additional fees required or to credit any overpayment.

8. Deposit Account Number:

19-0409

(Attach duplicate copy of this page if paying by deposit account)

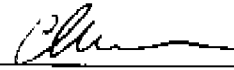
DO NOT USE THIS SPACE

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.

Chris Bollinger

Name of Person Signing



signature

11/1/05

Date

Total number of pages including cover sheet and attached documents 6:

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

By Fax: 703/306-5995
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

CHI\4378974.1

CH \$90.00 190409 2060615

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF MERGER

of

RINKER ACQUISITION COMPANY, LLC

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Merger of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The following non-surviving entity(s):

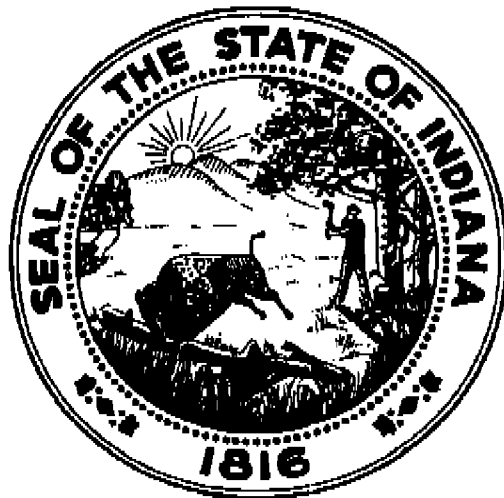
RINKER BOAT COMPANY INC

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

RINKER ACQUISITION COMPANY, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, July 14, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 14, 2004.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

2004070900010 / 2004071610944

TRADEMARK
REEL: 003219 FRAME: 0894

JUL-14-2004 WED 03:32 PM CSC

FAX NO. 21/5444657

P. 02/03



ARTICLES OF MERGER OF LIMITED LIABILITY COMPANIES

State Form 49603 (R / 1-03) Approved by State Board of Accounts, 1998

TODD RONITA SECRETARY OF STATE CORPORATION DIVISION 303 W. Washington Street, Room E818 Indianapolis, IN 46204 Telephone: (317) 232-6578

Indiana Code 23-18-7-1 et. seq.

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for filings. Present original and one (1) copy to the address in upper right corner of this form. Please TYPE or PRINT. Please visit our office on the web at www.sos.in.gov.

ARTICLES OF MERGER OF RINKER BOAT COMPANY, INC. (hereinafter "the non-surviving Limited Liability Company(s)") INTO RINKER ACQUISITION COMPANY, LLC (hereinafter "the surviving Limited Liability Company")

SECTION 1: The name of the LLC surviving the merger is RINKER BOAT COMPANY, LLC and such name has been changed as a result of the merger. SECTION 2: a. The surviving LLC is a domestic LLC existing pursuant to the provisions of the Indiana Business Flexibility Act on... b. The surviving LLC is a foreign LLC organized under the laws of the State of DELAWARE and qualified to do business in Indiana. If the surviving LLC is qualified to do business in Indiana, state the date of qualification: JULY 9, 2004

ARTICLE II - NON-SURVIVING LIMITED LIABILITY COMPANIES: The name, state of organization, and date of organization or qualification (if applicable) respectively, of each Indiana domestic LLC and Indiana qualified foreign LLC other than the survivor, which is party to the merger is as follows: Name of LLC: RINKER BOAT COMPANY, INC. State of Domicile: INDIANA Date of organization or qualification in Indiana (if applicable): April 28, 1966

ARTICLE III - PLAN OF MERGER: The Plan of Merger, containing such information as required by Indiana Code 23-18-7-2, is set forth in "Exhibit A", attached hereto and made a part hereof.

JUL-14-2004, WED 03:33 PM CSC

FAX NO. 2175444657

P. 03/06

ARTICLE IV - APPROVAL OF MERGER

The plan of merger was approved by each LLC as required by the of the state of its organization.
 In Witness Whereof, the undersigned being the MANAGER of the surviving LLC
Manager or member
 executes these Articles of Merger and verifies, subject to penalties of perjury that the statements contained herein are true, this
12th day of JULY, 2004.

Signature <u>Krista M. Hatcher</u>	Printed name KRISTA M. HATCHER
---------------------------------------	-----------------------------------

JUL-14-2004 WED 03:33 PM CSC

FAX NO. 21/5444851

P. 04/05

Exhibit A**PLAN OF MERGER**

This Plan of Merger (the "Plan") is made pursuant to the terms of an Acquisition Agreement (the "Agreement"), dated as of July 2, 2004, by and among Rinker Boat Company, Inc., an Indiana corporation ("the Company"), each of the stockholders of the Company identified on the signature pages attached thereto under the heading "Stockholders" and a signatory thereto (each a "Stockholder", and collectively the "Stockholders"), J&B Real Estate Development, Inc., an Indiana corporation ("J&B"), each of the stockholders of J&B identified on the signature pages attached thereto under the heading "Real Estate Stockholders" (each a "Real Estate Stockholder" and a signatory thereto, and collectively the "Real Estate Stockholders"), Rinker Holding Company, LLC, a Delaware limited liability company ("Purchaser"), Rinker Acquisition Company, LLC, a Delaware limited liability company ("RAC"), and JBAC, LLC, a Delaware limited liability company ("JBAC"), the Company will merge into RAC (the "Merger"). Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement;

WHEREAS, the Stockholders own 50,000 shares of voting common stock, no par value, of the Company and 950,000 shares of non-voting common stock, no par value, of the Company, constituting all of the outstanding capital stock of the Company (the "Shares"); and

WHEREAS, the members of RAC have unanimously approved the Merger and the Agreement.

WHEREAS, the board of directors and stockholders of the Company have unanimously approved the Merger and the Agreement.

NOW, THEREFORE, RAC and the Company agree that the Company will be merged with and into RAC and that the plans, terms and conditions of the Merger shall be as follows:

SECTION 1**THE MERGER.**

1.1 The Merger. On the terms and subject to the conditions of this Agreement, at the Effective Time, in accordance with this Agreement, the Indiana Business Corporation Law, as amended ("IBCL"), and the Delaware Limited Liability Company Act, as amended ("Delaware Act"), the Company shall merge with and into RAC, RAC shall continue as the surviving legal entity and the separate corporate existence of the Company shall cease. RAC is sometimes referred to as the "Surviving Entity".

1.2 Effective Time. On the Closing Date, the parties hereto shall cause articles or certificates of merger ("Articles of Merger") with respect to the Merger to be executed and filed with the Secretary of State of the States of Indiana and Delaware, in each case in such form as required by and as provided in the IBCL and the Delaware Act. The Merger shall become effective on the date and time at which the Articles of Merger are duly filed with the Secretary of State of the States of Indiana and Delaware, or at such other date and time as the parties may agree ("Effective Time").

TRADEMARK

REEL: 003219 FRAME: 0897

JUL-14-2004 WED 03:34 PM CSC

FAX NO. 2175444857

P. 05/05

1.3 Effect of the Merger. At and after the Effective Time:

- (a) The Merger shall have the effects set forth in the IBCL and the Delaware Act;
- (b) The certificate of formation of RAC, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Entity, and thereafter may be amended in accordance with its terms and as provided by applicable law, subject to the terms of this Agreement; provided, however, that Article I of the certificate of formation of RAC shall be amended to reflect that the name of the Surviving Entity be changed to "Rinker Boat Company, LLC";
- (c) The operating agreement of RAC, as in effect immediately prior to the Effective Time, shall be the operating agreement of the Surviving Entity, and thereafter may be amended in accordance with its terms and as provided by applicable law, subject to the terms of this Agreement; provided, however, that the operating agreement of RAC shall be reflect that the name of the Surviving Entity is "Rinker Boat Company, LLC"; and
- (d) The managers and officers of the Surviving Entity shall be the managers and officers of RAC until their respective successors shall have been duly elected or appointed and qualified in the manner provided by the certificate of formation and operating agreement of the Surviving Entity, or as otherwise provided by law, or until the earlier of their death, resignation or removal.

SECTION 2

CONVERSION OF SECURITIES.

2.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto:

- (a) Each Share issued and outstanding immediately before the Effective Time shall be converted into the right to receive an amount equal to the quotient of (i) the purchase price paid to the stockholders of the Company for their stock pursuant to the Acquisition Agreement (the "Purchase Price") allocated to the Shares divided by (ii) the number of Shares, without interest; provided, however, that the Purchase Price to be paid at Closing shall be paid to the Stockholders in accordance with the Agreement and shall be subject to equitable adjustment in the event of any stock split, stock dividend, reverse stock split or other change in the number of Shares then outstanding. All such Shares, when so converted as provided herein, shall automatically be canceled and extinguished and will no longer be outstanding and will automatically be canceled and retired and will cease to exist, and each holder of a certificate which immediately prior to the Effective Time represented such Shares will cease to have any rights with respect thereto except as otherwise provided herein and by law, and shall only represent the right to receive the cash amount set forth in this Section 2.1(a).
- (b) Each membership unit of RAC issued and outstanding immediately before the Effective Time shall thereafter represent one validly issued, fully paid and nonassessable membership unit of the Surviving Entity.

C0114161282