

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Victor Midland Incorporated		12/30/2004	CORPORATION: ARKANSAS

**RECEIVING PARTY DATA**

Name:	C-Tech Enterprises, Inc.
Street Address:	4275 NW Pacific Rim Blvd.
City:	Camas
State/Country:	WASHINGTON
Postal Code:	98607
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2319506	SPRAYMART

**CORRESPONDENCE DATA**

Fax Number: (503)220-2480  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 503 294 9656  
 Email: pelawson@stoel.com  
 Correspondent Name: Gary W. Glisson c/o Stoel Rives LLP  
 Address Line 1: 900 SW Fifth Ave., Ste. 2600  
 Address Line 4: Portland, OREGON 97204

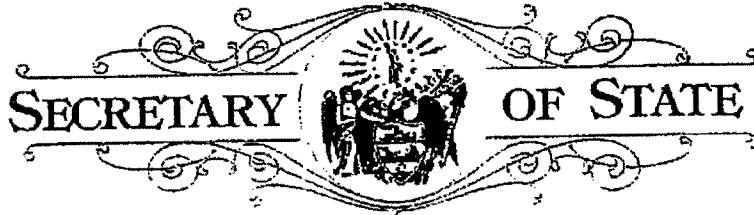
NAME OF SUBMITTER:	Gary W. Glisson
Signature:	/Gary W. Glisson/
Date:	01/30/2006

OP \$40.00 2319506

**Total Attachments: 10**

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**STATE OF ARKANSAS**



**Charlie Daniels**  
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

**Articles Of Merger**

of

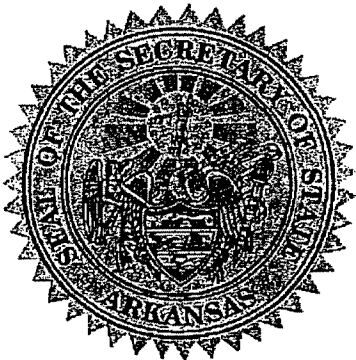
**VICTOR MIDLAND INCORPORATED**

with and into

**C-TECH ENTERPRISES, INC.**

filed in this office December 30, 2004.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 30th day of December 2004.



*Charlie Daniels*  
Secretary of State

VICTOR MIDLAND INCORPORATED

ARTICLES OF MERGER

FILED: 12/30/04, #Pages: 9

Arkansas Secretary of State  
Business Services Division

ARTICLES OF MERGER  
OF  
VICTOR MIDLAND INCORPORATED  
AND  
C-TECH ENTERPRISES, INC.

To the Secretary of State

State of Arkansas

Pursuant to the provisions of the Arkansas Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Victor Midland Incorporated, an Arkansas corporation, with and into C-Tech Enterprises, Inc., a Delaware corporation, as approved by resolution adopted by unanimous written consent of the Board of Directors of Victor Midland Incorporated dated December 28, 2004 and by resolution adopted by unanimous written consent of the Board of Directors of C-Tech Enterprises, Inc. dated December 28, 2004.

2. In respect of Victor Midland Incorporated, the designation, the number of outstanding shares, and the number of shares entitled to be cast by each voting group entitled to vote on the merger herein provided for are as follows:

(a) Designation of voting group: Common stockholders

(b) Number of outstanding shares of voting group: 10,000 shares

(c) Number of shares of voting group entitled to be cast on the merger: 10,000 shares

In respect of C-Tech Enterprises, Inc., the designation, the number of outstanding shares, and the number of shares entitled to be cast by each voting group entitled to vote on the merger herein provided for are as follows:

- (a) Designation of voting group: Common stockholders
- (b) Number of outstanding shares of voting group: 1,000,000 shares
- (c) Number of shares of voting group entitled to be cast on the merger: 1,000,000

shares

3. In respect of Victor Midland Incorporated, the total number of undisputed votes cast for the merger herein provided for by each voting group entitled to vote on the said merger is as follows:

- (a) Designation of voting group: Common stockholders
- (b) Number of undisputed votes of voting group cast for merger: 10,000 shares

In respect of C-Tech Enterprises, Inc., the total number of undisputed votes cast for the merger herein provided for by each voting group entitled to vote on the said merger is as follows:

- (a) Designation of voting group: Common stockholders
- (b) Number of undisputed votes of voting group cast for merger: 1,000,000

shares


4. The said number of votes cast for the said merger was sufficient for the approval thereof by the said voting group.

5. The merger of Victor Midland Incorporated with and into C-Tech Enterprises, Inc. is permitted by the laws of the jurisdiction of organization of C-Tech Enterprises, Inc. and has been authorized in compliance with said laws.

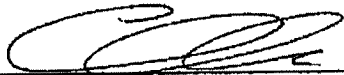
6. The effective time and date in the State of Arkansas of the merger herein provided for shall be 10:59 p.m. Central Standard Time on December 31, 2004.

Executed on December 30, 2004.

VICTOR MIDLAND INCORPORATED

By:   
Andrew G. Gale  
President and CEO

C-TECH ENTERPRISES, INC.

By:   
Andrew G. Gale  
President and CEO

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of December 31, 2004 is by and between C-TECH ENTERPRISES, INC., a Delaware corporation ("C-Tech"), and VICTOR MIDLAND INCORPORATED, an Arkansas corporation ("VMI"), (the foregoing are hereinafter sometimes referred to as the "Constituent Corporations").

### BACKGROUND

C-Tech is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on September 10, 1997 and having authorized capital stock of 1,500,000 shares of common stock, par value \$0.01 per share, of which 1,000,000 shares are issued and outstanding, all of which are owned by Alfred Karcher Holdings Inc., a Delaware corporation; and

VMI is a corporation duly organized and existing under the laws of the State of Arkansas, having been incorporated on December 21, 1995 and having authorized capital stock of 10,000 shares of common stock, par value \$0.01 per share, all of which shares are issued and outstanding and owned by Alfred Karcher Holdings Inc.; and

The Board of Directors and sole stockholder of C-Tech, and the Board of Directors and sole shareholder of VMI, have determined that a merger of VMI with and into C-Tech (hereinafter sometimes referred to as the "Merger") has a valid business purpose, is advisable, and is in the best interests of each of the Constituent Corporations, and by resolutions duly adopted, have approved this Agreement in the manner and upon the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the laws of the State of Delaware and the State of Arkansas.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the promises and mutual covenants and agreements herein set forth, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The Merger.

1.1 At the Effective Time (as defined in Section 2) and subject to and upon the terms and conditions of this Agreement, the Delaware General Corporation Law (the "DGCL") and the Arkansas Business Corporation Act (the "ABCA"), VMI shall be merged with and into C-Tech, the separate corporate existence of VMI shall cease and C-Tech shall continue as the surviving corporation. C-Tech, as the surviving corporation after the Merger, is sometimes hereinafter referred to as the "Surviving Corporation."

1.2 The Constituent Corporations shall simultaneously execute in the manner required by the DGCL and the ABCA and deliver to the Secretary of State of the State of Delaware a duly executed and verified Certificate of Merger and to the Secretary of State of the State of Arkansas duly executed and verified Articles of Merger. The parties shall take such other and further actions as may be required by law to make the Merger effective.

2. **Effective Time.** The effective time of the Merger shall be December 31, 2004 at 11:59 p.m. Eastern Standard Time (the "Effective Time").

3. **Effect of the Merger.** The Merger shall have the effects set forth in Section 259 of the DGCL and Section 4-27-1106 of the ABCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of VMI shall vest in the Surviving Corporation, and all debts, liabilities and duties of VMI shall become the debts, liabilities and duties of the Surviving Corporation. As required by the ABCA, the Surviving Corporation hereby agrees that, effective as of the Effective Time, it may be served with process in the State of Arkansas in any proceeding for the enforcement of any obligation of VMI and in any proceeding for the enforcement of the rights of dissenting shareholders of VMI, if any, against the Surviving Corporation and that it will promptly pay to the dissenting shareholders of VMI, if any, the amount, if any, to which they shall be entitled under the applicable provisions of the ABCA and irrevocably appoints the Secretary of State of the State of Arkansas as its agent to accept service of process in any proceeding.

4. **Certificate of Incorporation; By-laws; Directors and Officers.**

4.1 At the Effective Time, the Certificate of Incorporation of C-Tech, as in effect immediately before the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation.

4.2 The By-laws of C-Tech, as in effect immediately before the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such By-laws.

4.3 The directors of C-Tech in office immediately before the Effective Time shall be the initial directors of the Surviving Corporation, and the officers of C-Tech in office immediately before the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their successors are duly elected or appointed. If, at the Effective Time, a vacancy shall exist on the Board of Directors of C-Tech or in any office of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by law and the By-laws of the Surviving Corporation.

5. **Conversion of Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of C-Tech, VMI or Alfred Karcher Holdings Inc. as the holder of all of the outstanding capital stock of each of C-Tech and VMI:

5.1 Each share of common stock, par value \$0.01 per share, of VMI issued and outstanding immediately before the Effective Time shall automatically be canceled and extinguished.

5.2 Each share of common stock, par value \$0.01 per share, of C-Tech issued and outstanding immediately before the Effective Time shall remain issued and outstanding and be unaffected by the Merger.



6. Representations and Warranties of VMI. VMI hereby represents and warrants to C-Tech as follows:

6.1 Organization and Qualification. VMI is a corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas. VMI has the requisite corporate power and authority and any necessary governmental approvals to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such admission necessary, except for such failure which, when taken together with all other such failures, would not have a material adverse effect.

6.2 Capitalization. The authorized capital stock of VMI consists of 10,000 shares of common stock. As of the date hereof, 10,000 shares of VMI common stock were issued and outstanding. All of the issued and outstanding shares of VMI common stock are duly authorized, validly issued, fully paid and nonassessable.

6.3 Authority Relative to this Agreement. VMI has the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by VMI and the consummation by VMI of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of VMI. This Agreement has been duly executed and delivered by VMI and, assuming due and valid authorization, execution and delivery hereof by C-Tech, constitutes the legal, valid and binding obligation of VMI, enforceable against it in accordance with its terms.

6.4 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by VMI do not, and the performance of this Agreement by VMI will not, (i) conflict with or violate any law, order, writ, injunction, decree, statute, rule or regulation, court order or judgment applicable to VMI or by which VMI or any of its properties or assets may be bound or affected, (ii) violate or conflict with the Articles of Incorporation or Bylaws of VMI or (iii) result in a violation or breach of or constitute a default under, with or without due notice or lapse of time or both, or give to others any rights of termination or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of VMI pursuant to, any contract, instrument, permit, license or franchise to which VMI is a party or by which VMI or any of its properties is bound or affected, excluding from the foregoing clauses (i) and (iii) such violations, breaches or defaults which, in the aggregate, would not have a material adverse effect.

(b) Except for the filing and recordation of appropriate merger or other documents as required by the DGCL and the ABCA, VMI: (i) is not required to submit any notice, report, permit, authorization or other filing with any court, arbitrable tribunal, administrative agency or commission or other governmental or other regulatory authority or agency, domestic or foreign (a "Governmental Authority"), in connection with the execution or delivery or performance of this Agreement and (ii) no waiver, consent, approval or authorization of any Governmental Authority is required to be obtained or made by VMI in connection with its execution or delivery or performance of this Agreement.

7. **Representations and Warranties of C-Tech.** C-Tech hereby represents and warrants to VMI as follows:

7.1 **Organization and Qualification.** C-Tech is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. C-Tech has the requisite corporate power and authority and any necessary governmental approvals to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such admission necessary, except for such failure which, when taken together with all other such failures, would not have a material adverse effect.

7.2 **Capitalization.** The authorized capital stock of C-Tech consists of 1,500,000 shares of common stock. As of the date hereof, 1,000,000 shares of C-Tech common stock were issued and outstanding. All of the issued and outstanding shares of C-Tech common stock are duly authorized, validly issued, fully paid and nonassessable.

7.3 **Authority Relative to this Agreement.** C-Tech has the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by C-Tech and the consummation by C-Tech of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of C-Tech. This Agreement has been duly executed and delivered by C-Tech and, assuming due and valid authorization, execution and delivery hereof by VMI, constitutes the legal, valid and binding obligation of C-Tech, enforceable against it in accordance with its terms.

7.4 **No Conflict; Required Filings and Consents.**

(a) The execution and delivery of this Agreement by C-Tech does not, and the performance of this Agreement by C-Tech will not, (i) conflict with or violate any law, order, writ, injunction, decree, statute, rule or regulation, court order or judgment applicable to C-Tech or by which C-Tech or any of its properties or assets may be bound or affected, (ii) violate or conflict with the Certificate of Incorporation or By-laws of C-Tech or (iii) result in a violation or breach of or constitute a default under, with or without due notice or lapse of time or both, or give to others any rights of termination or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of C-Tech pursuant to, any contract, instrument, permit, license or franchise to which C-Tech is a party or by which C-Tech or any of its properties is bound or affected, excluding from the foregoing clauses (i) and (iii) such violations, breaches or defaults which, in the aggregate, would not have a material adverse effect.

(b) Except for the filing and recordation of appropriate merger or other documents as required by the DGCL and the ABCA, C-Tech: (i) is not required to submit any notice, report, permit, authorization or other filing with any Governmental Authority in connection with the execution or delivery or performance of this Agreement and (ii) no waiver, consent, approval or authorization of any Governmental Authority is required to be obtained or made by C-Tech in connection with its execution or delivery or performance of this Agreement.

8. **Miscellaneous.**

8.1 This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time, by the Board of Directors of either of the Constituent Corporations. In the event of such termination, this Agreement shall be void and have no effect, without any liability on the part of either of the Constituent Corporations, their stockholders, directors or officers.

8.2 This Agreement may be amended upon the authorization of the Boards of Directors of either of the Constituent Corporations at any time prior to the Effective Time.

8.3 This Agreement shall be interpreted in accordance with the substantive laws of the State of Delaware.

8.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof shall bear the signatures of all the parties reflected hereon as the signatories.

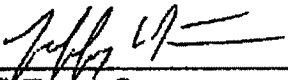
8.5 This Agreement shall be treated as the adoption of a plan of complete liquidation on behalf of VMI pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.


**[Signature Page Follows]**

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized all as of the day and year first above written.

ATTEST:

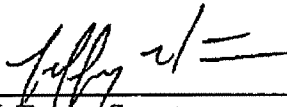
C-TECH ENTERPRISES, INC.

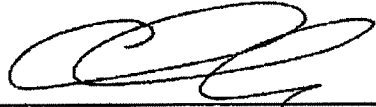
By:   
Jeffery H. Traver, Secretary

By:   
Andrew G. Gale, President and  
Chief Executive Officer

ATTEST:

VICTOR MIDLAND INCORPORATED

By:   
Jeffery H. Traver, Secretary

By:   
Andrew G. Gale, President and  
Chief Executive Officer

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