

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2001

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
International Turbine Service, Inc.		12/21/2000	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Dallas Airmotive, Inc.
Street Address:	900 Nolen Drive
Internal Address:	Suite 200
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2323370	ITS
Registration Number:	2323371	ITS
Registration Number:	2325590	INTERNATIONAL TURBINE SERVICE, INC.

**CORRESPONDENCE DATA**

Fax Number: (704)444-1111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704 444 1000  
 Email: mpoveromo@alston.com  
 Correspondent Name: Raymond O. Linker, Jr.  
 Address Line 1: 101 South Tryon Street, Suite 4000  
 Address Line 2: Bank of America Plaza  
 Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Raymond O. Linker, Jr.
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**TRADEMARK**

**OP \$90.00 2323370**

Signature:

/Raymond O. Linker, Jr./

Date:

02/15/2006

**Total Attachments: 6**

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**ARTICLES OF MERGER  
(plan attached)  
OF  
INTERNATIONAL TURBINE SERVICE, INC.**

FILED  
in the Office of the  
Secretary of State of Texas

DEC 22 2000

Corporate - Sec

**INTO  
DALLAS AIRMOTIVE, INC.**

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned corporations adopt the following Articles of Merger.

An Agreement and Plan of Merger have been adopted in accordance with provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of International Turbine Service, Inc. and Dallas Airmotive, Inc. and, if merger, resulting in Dallas Airmotive, Inc. being the surviving corporation. The Plan of Merger is set forth as Exhibit A.

1. The names of the corporations participating in the merger and in the States under the laws of which they are respectively organized are as follows:

<u>Name of the Corporation</u>	<u>State</u>
International Turbine Service, Inc.	TEXAS
Dallas Airmotive, Inc.	TEXAS

2. The Plan of Merger was duly approved by the shareholders of each corporation as set forth below.

3. As to each of the undersigned corporations, the approval of whose shareholders is required, the number of shares outstanding, and, if the shares of any class or series are entitled to vote as a class, the designation and number of outstanding shares of each such class or series are as follows:

Names of Corporation	Number of Shares Outstanding	Entitled to vote as a class	
		Designation of class	Number of Shares
International Turbine Service, Inc.	1,205,285	Common	1,205,285
Dallas Airmotive, Inc.	1,000	Common	1,000

4. Dallas Airmotive, Inc., as the surviving corporation after the merger, will be responsible for the payment of all fees and franchise taxes, and Dallas Airmotive, Inc. will assume and be obligated to pay any and all such fees and franchise taxes if they are not timely paid.


5. No amendment or change to the Articles of Incorporation of Dallas Airmotive, Inc. is being effected by the merger.

6. The executed Plan of Merger is on file at the principal place of business of the surviving corporation, which is Dallas Airmotive, Inc., and a copy of the Plan of Merger will be furnished by the surviving corporation, on written request and without cost, to any shareholder, of either International Turbine Service, Inc. or Dallas Airmotive, Inc. and to any creditor or obligee of the parties to the merger at the time of the merger if such obligation is then outstanding.

As to each of the undersigned corporations, the total number of shares voted for and against the plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of each such class voted for and against the plan respectively, are as follows:

Names of Corporation	Number of Shares			
	Total Voted For	Total Voted Against	Entitled to Vote as a class	
			Voted For	Voted Against
International Turbine Service, Inc.	1,205,285	0		
Dallas Airmotive, Inc.	1,000	0		

Dated: 12/21/00

~~DALLAS AIRMOTIVE, INC.~~  
 By:   
 George Derby, President

INTERNATIONAL TURBINE SERVICE, INC.

By: Jon Holzappel, President

4. Dallas Airmotive, Inc., as the surviving corporation after the merger, will be responsible for the payment of all fees and franchise taxes, and Dallas Airmotive, Inc. will assume and be obligated to pay any and all such fees and franchise taxes if they are not timely paid.

5. No amendment or change to the Articles of Incorporation of Dallas Airmotive, Inc. is being effected by the merger.

6. The executed Plan of Merger is on file at the principal place of business of the surviving corporation, which is Dallas Airmotive, Inc., and a copy of the Plan of Merger will be furnished by the surviving corporation, on written request and without cost, to any shareholder, of either International Turbine Service, Inc. or Dallas Airmotive, Inc. and to any creditor or obligee of the parties to the merger at the time of the merger if such obligation is then outstanding.

As to each of the undersigned corporations, the total number of shares voted for and against the plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of each such class voted for and against the plan respectively, are as follows:

Names of Corporation	Number of Shares				
	Total Voted For	Total Voted Against	Entitled to Vote as a class		
			Voted For	Voted Against	
International Turbine Service, Inc.	1,205,285	0			
Dallas Airmotive, Inc.	1,000	0			

Dated: 12/21/00

DALLAS AIRMOTIVE, INC.

By: George Derby, President

INTERNATIONAL TURBINE SERVICE, INC.

By: Jon Holzapfel, President

**PLAN AND AGREEMENT OF MERGER**

**PLAN AND AGREEMENT OF MERGER**, dated as of December, \_\_, 2000 (the "Agreement"), between Dallas Airmotive, Inc. a Texas corporation (the "surviving corporation") and International Turbine Service, Inc., a Texas corporation (the "merged corporation") (hereinafter sometimes collectively referred to as the "constituent corporations").

**WITNESSETH** that:

**WHEREAS**, all of the constituent corporations desire to merge into a single corporation;  
and

**NOW THEREFORE**, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

**FIRST:** Dallas Airmotive, Inc. hereby merges International Turbine Service, Inc. into itself and said International Turbine Service, Inc. shall be and hereby is merged into Dallas Airmotive, Inc. which shall be the surviving corporation.

**SECOND:** The Articles of Incorporation of Dallas Airmotive, Inc. as heretofore amended and as in effect on the date of merger provided for in this Agreement, shall continue in full force and effect as the Articles of Incorporation of the corporation surviving this merger. No amendment or change to the Articles of Incorporation of Dallas Airmotive, Inc. is being effected by the merger.

**THIRD:** The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

**FOURTH:** The terms and conditions of the merger are as follows.

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon its filing with the Secretary of State of Texas. However, for all accounting purposes the effective date of the merger shall be as of the close of business on December 30, 2000.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

**FIFTH:** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by mutual consent of the Board of Directors of any constituent corporation at any time prior to the date of filing this Agreement with the Secretary of State. This Agreement may be amended by the Board of Directors of its constituent corporations at any time prior to the date of filing this Agreement with the Secretary of State, provided that an amendment made subsequent to the adoption of the Agreement by Stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Articles of Incorporation of the surviving corporation to be effective by the merger, or (3) alter or change any of the terms and conditions of the Plan if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

**SIXTH:** International Airmotive Corporation the sole shareholder of the surviving corporation and the merged corporation has approved the merger.

**IN WITNESS WHEREOF,** the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors have caused these presents to be executed by the officers of each party hereto as the respective act, deed and Agreement of each of said corporations on this 21<sup>st</sup> day of December, 2000.

DALLAS AIRMOTIVE, INC

By:   
George Derby  
Its President

By:   
Gregory F. Murrer  
Its Secretary

RECEIVED TIME DEC. 21. 1:07PM

PRINT TIME DEC. 21. 1:14PM

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INTERNATIONAL TURBINE SERVICE, INC.

By:   
Jon Holzapfel  
Its: President

By:   
Gregory A. Murrer  
Its: Secretary