

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/16/1975

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal-Machine Company, Inc.		06/16/1975	CORPORATION: VIRGINIA
Universal Paper Corporation		06/16/1975	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Universal Machine Company, Inc.
Street Address:	3003 LBJ Freeway
Internal Address:	Suite 131
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1382030	UMC

CORRESPONDENCE DATA

Fax Number: (817)878-0501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 817.878.0500
 Email: tgwynne@whitakerchalk.com
 Correspondent Name: Clark R. Cowley
 Address Line 1: 301 Commerce Street
 Address Line 2: Suite 3500
 Address Line 4: Fort Worth, TEXAS 76102

ATTORNEY DOCKET NUMBER:	16738.002
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OP \$40.00 1382030

NAME OF SUBMITTER:	Clark R. Cowley
Signature:	/clarkrcowley16738.02/
Date:	08/08/2006

Total Attachments: 12

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In the Office of the
Secretary of State of T.

ARTICLES OF CONSOLIDATION
OF DOMESTIC AND FOREIGN CORPORATIONS

JUL 03 1975

James B. Chitt
Deputy Director, Corporation II

Pursuant to the provisions of Article 5.07 of the Texas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Consolidation for the purpose of consolidating them into a new corporation:

1. The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
UNIVERSAL-MACHINE COMPANY, INC.	Virginia
UNIVERSAL PAPER CORPORATION	Texas

2. The laws of the State under which such foreign corporation is organized permit such consolidation.

3. The name of the new corporation is Universal Machine Company, Inc., and it is to be governed by the laws of the State of Texas. Its registered office in the State under whose laws it is to be governed is to be located at 3003 LBJ Freeway, Suite 131, Dallas, Texas 75234.

4. The following Plan of Consolidation was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by the Texas Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized:

See Exhibit A attached hereto.

5. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

NAME OF CORPORATION	NUMBER OF SHARES OUTSTANDING	ENTITLED TO VOTE AS A CLASS	
		DESIGNATION OF CLASS	NUMBER OF SHARES
UNIVERSAL-MACHINE COMPANY, INC.	10,000	Common (\$1.00 par)	10,000
UNIVERSAL PAPER CORPORATION	100,000	Class A Common (\$0.10 par)	50,000
		Class B Common (\$0.10 par)	50,000

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

NAME OF CORPORATION	TOTAL VOTED FOR	TOTAL VOTED AGAINST	NUMBER OF SHARE		
			ENTITLED TO VOTE AS A CLASS	VOTED FOR	VOTED AGAINST
UNIVERSAL-MACHINE COMPANY, INC.	8,000	2,000	Common (\$1.00 par)	8,000	2,000
UNIVERSAL PAPER CORPORATION	80,000	20,000	Class A Common (\$0.10 par)	40,000	10,000
			Class B Common (\$0.10 par)	40,000	10,000

Dated June , 1975

UNIVERSAL-MACHINE COMPANY, INC.

(SEAL)

By: Jerry W. Pitman
Jerry W. Pitman Its President

And: Ralph W. Mylms
Its Secretary

UNIVERSAL PAPER CORPORATION

(SEAL)

By: Jerry W. Pitman
Jerry W. Pitman Its President

And: Ralph W. Mylms
Its Secretary

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, Gail Roberts, a notary public, do hereby certify that on this June day of June, 1975, personally appeared before me JERRY W. FITMAN, who, being by me first duly sworn, declared that he is the President of UNIVERSAL-MACHINE COMPANY, INC.; that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Gail Roberts
Notary Public in and for
Dallas County, Texas

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, Gail Roberts, a notary public, do hereby certify that on this June day of June, 1975, personally appeared before me JERRY W. FITMAN, who, being by me first duly sworn, declared that he is the President of UNIVERSAL PAPER CORPORATION, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Gail Roberts
Notary Public in and for
Dallas County, Texas

PLAN AND AGREEMENT OF CONSOLIDATION

between

UNIVERSAL-MACHINE COMPANY, INC.

and

UNIVERSAL PAPER CORPORATION

under the name of

"UNIVERSAL MACHINE COMPANY, INC."

Universal-Machine Company, Inc., a Virginia corporation, and Universal Paper Corporation, a Texas corporation, agree as follows:

ARTICLE I**PLAN OF CONSOLIDATION**

1.1 A plan of consolidation of Universal-Machine Company, Inc. and Universal Paper Corporation, pursuant to the provisions of Article 5 of the Texas Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

- (1) Universal-Machine Company, Inc. shall be consolidated with Universal Paper Corporation to form a new corporation, hereinafter referred to as the "new corporation."
- (2) The name of the new corporation into which the corporations will be consolidated shall be Universal Machine Company, Inc., and it is to be governed by the laws of the State of Texas.
- (3) The separate existence of the constituent corporations to the consolidation shall cease and the new corporation shall succeed, without other transfer, to all the rights and property of each of the constituent corporations, and shall be subject to all the debts and liabilities of each, in the same manner as if the surviving corporation had itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the consolidation.
- (4) The new corporation will carry on business with the assets of both of the constituent corporations.
- (5) The shareholders of both of the constituent corporations will exchange their shares for shares in the new corporation in the manner hereinafter set forth.
- (6) In exchange for the shares of Universal-Machine Company, Inc. surrendered by its shareholders, the new corporation will issue and transfer to such shareholders, on the basis hereinafter set forth, shares of its common stock, such stock to be equal in value to at least fifty percent (50%) of all of the issued and outstanding stock of the new corporation.

(7) In exchange for the shares of Universal Paper Corporation surrendered by its shareholders, the new corporation will issue and transfer to such shareholders on the basis hereinafter set forth, shares of its common stock, such stock to be equal in value to at least fifty percent (50%) of all of the issued and outstanding stock of the new corporation.

Effective Date

1.2 The effective date of the consolidation in Texas shall be on the date on which the Secretary of the State of Texas issues the Certificate of Consolidation. The effective date of the consolidation in Virginia shall be the date on which the Virginia Corporation Commission issues the Certificate of Consolidation.

ARTICLE 2

RECITALS OF CONSTITUENT CORPORATIONS

First Corporation

2.1 (1) Universal-Machine Company, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Virginia, with corporate power to own property and carry on its business as it is now being conducted. Universal-Machine Company is also qualified as a foreign corporation to transact business in the State of Texas.

(2) Universal-Machine Company, Inc. has an authorized capitalization of \$10,000.00, divided into 10,000 shares of common stock, all of the par value of \$1.00 per share, of which on the date hereof, 10,000 shares are validly issued and outstanding, fully paid, and nonassessable.

Second Corporation

2.2 (1) Universal Paper Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power to own property and carry on its business as it is now being conducted. Universal Paper Corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(2) Universal Paper Corporation has an authorized capitalization of \$50,000.00, divided into 250,000 shares of class A common stock of \$.10 par value and 250,000 shares of class B common stock of \$.10 par value. As of the date hereof 50,000 shares of class A common stock at \$.10 par value and 50,000 shares of class B common stock at \$.10 par value are validly issued and outstanding, fully paid, and nonassessable.

Articles of Constituent Corporations

2.3 The Articles of Incorporation of each of the constituent corporations could lawfully contain all of the corporate powers and purposes of the other corporations.

ARTICLE 3

CONSOLIDATION

New Corporation

3.1 Universal-Machine Company, Inc. and Universal Paper Corporation shall be consolidated into a new corporation under the laws of the State of Texas.

Name

3.2 The name of the new corporation shall be: Universal Machine Company, Inc.

ARTICLE 4

TERMS AND CONDITIONS OF
PROPOSED AGREEMENT

Capital Structure

4.1 The new corporation shall have an authorized capitalization of \$1,000,000.00, divided into 1,000,000 shares of common stock, each of \$1.00 par value, and of the date of consolidation shall become effective, the new corporation shall have an excess over par value (i. e., capital surplus) of \$242,601⁰⁶, and retained earnings, which when combined with the capital and excess over par value will be equal to the combined capital structures of the constituent corporations as recited in Article 2, adjusted, however, for normal earnings and expenses between June 17, 1974, and the effective date of the consolidation.

Negative Covenants

4.2 Between the date of this Agreement and the date on which the consolidation shall become effective, neither of the constituent corporations shall:

- (1) Declare or pay any dividends to its shareholders.
- (2) Except in the normal course of business and for adequate value, dispose of any of its assets.

Further Assignments or Assurances

4.3 If at any time the new corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the new corporation the title to any property or rights of either of the constituent corporations, or otherwise carry out the provisions hereof, the proper officers and directors of the constituent corporation concerned, as of the effective date of the consolidation, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to such property or rights in the new corporation and otherwise carry out the provisions hereof.

ARTICLE 5

MANNER AND BASIS OF
CONVERTING SHARES

Manner

5.1 The holders of shares of the constituent corporations shall surrender their shares to the Secretary of the new corporation promptly after this Agreement shall become effective in exchange for shares of the new corporation to which they are entitled.

Basis

5.2 (1) The shareholders of Universal-Machine Company, Inc. shall be entitled to receive 500 shares of the capital stock of the new corporation, each of \$1.00 par value, being fifty percent (50%) of the total number of shares of capital stock of the new corporation, to be issued in this consolidation, to be distributed on the basis of .05 shares for each share of common stock of Universal-Machine Company, Inc., now held by them.

(2) The shareholders of Universal Paper Corporation shall be entitled to receive 500 shares of the capital stock of the new corporation, each of \$1.00 par value, being fifty percent (50%) of the total number of shares of the capital stock of the new corporation, to be issued in this consolidation on the basis of .005 shares for each share of class A common stock of Universal Paper Corporation and .005 shares for each share of class B common stock of Universal Paper Corporation.

ARTICLE 6

ARTICLES OF INCORPORATION

6.1 The Articles of Incorporation of the new corporation shall read in their entirety as follows:

Article 1

The name of the corporation is Universal Machine Company, Inc.

Article 2

The period of its duration is perpetual.

Article 3

The purposes for which the corporation is organized are:

Section 1. To manufacture, sell, lease, rent, franchise, and deal in merchandise and other property of every nature, kind, character and description.

Section 2. To render and charge for services of every kind and character which the corporation may legally perform.

Section 3. To erect, own, operate, manage, use or lease in whole or in part, any building or other structure located on real property owned by the corporation.

Section 4. To do everything necessary, proper, advisable or convenient for the accomplishing of the purposes hereinabove set forth, and to do all other things incident thereto, or in connection therewith; however, all of the purpose clauses as set forth herein are further limited to the extent that they shall not allow the corporation to do anything which is prohibited by the Texas Business Corporation Act, Part Four of the Texas Miscellaneous Corporation Laws Act, by other laws, or by these Articles of Incorporation.

Section 5. To carry out the purposes hereinabove set forth in any State, Territory, District or possession of the United States, or in any foreign country, to the extent that such purposes are not forbidden by the laws of such State, Territory, District or possession of the United States, or by such foreign country.

Section 6. Subject to any specific written limitations or restrictions imposed by the Texas Business Corporation Act, Part Four of the Texas Miscellaneous Corporation Laws Act, or by other laws, or by these Articles of Incorporation, and solely in furtherance, but not in addition to the limited purposes set forth in Sections 1 through 6 of this Article, the corporation shall have and exercise all powers specified in Article 2.02 of the Texas Business Corporation Act.

Article 4

The aggregate number of shares which the corporation shall have authority to issue is 1,000,000 and the par value of each such share is \$1.00.

Article 5

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000.00, consisting of money paid, labor done or property actually received, which sum is not less than \$1,000,000 in keeping with the provisions of Article 3.05 of the Texas Business Corporation Act, as amended.

Article 6

Cumulative voting shall be and is hereby expressly prohibited in all elections where otherwise applicable.

Article 7

The preemptive rights of the shareholders of the corporation to acquire additional, unissued, or treasury shares of the corporation, or securities of the corporation convertible into or carrying a right to subscribe to or acquire shares, are expressly waived.

Article 8

The post office address of its initial registered office is 3003 LBJ Freeway, Suite 131, Dallas, Texas 75234 and the name of the initial registered agent at such office is Frank Kirmas.

Article 9

The By-Laws of the corporation may impose reasonable restrictions with respect to the transfer of stock in the corporation as provided in the Texas Business Corporation Act.

Article 10

Any contract or other transaction between the corporation and any one or more of its directors, or between the corporation and any firm of which one or more of its directors are members or employees, or in which they are interested, or between the corporation any any corporation or association of which one or more of its directors are shareholders, members, directors, officers, or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the board of directors of the corporation, which acts upon, or with reference to, such contract or transaction, and notwithstanding his or their participation in such action, but the fact that such interest shall be disclosed and known to the board of directors and the board of directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of the majority of the directors present, such interested director or directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Article 11

The corporation reserves the right from time to time to amend, alter or repeal, or add any provision to, its Articles of Incorporation, in any manner now or hereafter prescribed or permitted by the provisions of the Texas Business Corporation Act, or any amendment thereto, or by the provisions of any applicable statute of the State of Texas; and all rights conferred upon shareholders by these Articles of Incorporation, or any amendments hereto, are granted subject to the reservation.

Article 12

The number of directors constituting the initial board of directors is three (3) unless and until changed by the By-Laws, and the name and address of these persons who are appointed for the first year are:

<u>Name</u>	<u>Address</u>
Jerry W. Pitman	3003 LBJ Freeway, Suite 131, Dallas, Texas 752
Frank Kirms	3003 LBJ Freeway, Suite 131, Dallas, Texas 752
Bob M. Powers	3003 LBJ Freeway, Suite 131, Dallas, Texas 752

Article 13

The names and addresses of the incorporators, all of whom are over the age of twenty-one years or more, and at least two (2) of whom are citizens of the State of Texas, are:

<u>Name</u>	<u>Address</u>
Jerry W. Pitman	3003 LBJ Freeway, Suite 131, Dallas, Texas 7523
Frank Kirmes	3003 LBJ Freeway, Suite 131, Dallas, Texas 7523
Bob M. Powers	3003 LBJ Freeway, Suite 131, Dallas, Texas 7523

ARTICLE 7

TERMINATION

Circumstances

7.1 This Agreement may be terminated and the consolidation herein provided for may be abandoned at any time after approval by the shareholders of both of the constituent corporations hereto but prior to the effective date of the consolidation:

(1) By mutual consent of the Boards of Directors of the constituent corporations; or

(2) At the election of the Board of Directors of either constituent corporation if:

- (a) The number of shareholders of either constituent corporation, or of both, dissenting from the consolidation shall be so large as to make the consolidation, in the opinion of either of such Boards of Directors, inadvisable or undesirable;
- (b) Any material litigation or proceeding shall be instituted or threatened against either of the constituent corporations, or any of its assets, which, in the opinion of either such Board of Directors, renders the consolidation inadvisable or undesirable,
- (c) Between the date of this Agreement and the effective date of the consolidation, there shall have been, in the opinion of either such Board of Directors, any material adverse change in the business or condition, financial or otherwise, of either constituent corporation; or
- (d) Without the prior consent in writing of one constituent corporation, the other constituent corporation shall have:
 - (i) Declared or paid a cash dividend on its common stock in excess of \$.10 per share, or declared or paid any other dividend or made any other distribution on its shares.

(ii) Created or assumed any indebtedness for borrowed money.

(iii) Entered into any transaction other than those involved in carrying on business in its ordinary course.

7.2 The election to terminate in Paragraph 8.1(2)(d) above may be made only by that constituent corporation which did not perform any of the acts referred to in (i), (ii), and (iii) therein.

ARTICLE 8

EXECUTION, INTERPRETATION, AND PERFORMANCE

Notices

8.1 Any notice, request, demand, or other communication given hereunder shall be sufficiently given when deposited in the United States mails, postage prepaid, or when deposited with a public telegraph company for transmittal, charges pre-paid, addressed:

(1) In the case of Universal-Machine Company, Inc., to: Jerry W. Pitman, President, Universal-Machine Company, Inc. 3003 LBJ Freeway, Suite 131, Dallas, Texas 75234, or to such other person or address as Universal-Machine Company, Inc. may from time to time furnish to Universal Paper Corporation.

(2) In the case of Universal Paper Corporation, to: Frank Kirmss, Universal Paper Corporation, 3003 LBJ Freeway, Suite 131, Dallas, Texas 75234.

Counterpart Executions

8.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Controlling Law

8.3 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.

EXECUTED on the 16TH day of JUNE, 1975
at Dallas, Texas.

UNIVERSAL-MACHINE COMPANY, INC.

By Jerry W. Pitman, President

UNIVERSAL PAPER CORPORATION

By Jerry W. Pitman, President

THE STATE OF TEXAS |
 |
COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, on this day personally appeared JERRY W. PITMAN, President of Universal-Machine Company, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of September, 1975.

Gail Roberts
Notary Public In and For Dallas County,
Texas

My commission expires:
June 1, 1977

THE STATE OF TEXAS |
 |
COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, on this day personally appeared JERRY W. PITMAN, President of Universal Paper Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of September, 1975.

Gail Roberts
Notary Public In and For Dallas County
Texas

My commission expires:
June 1, 1977