


Form PTO 1594 (Rev 07/05)
Attorney Docket: DEN997US01 (2)

U.S. Department of Commerce
U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

<p>1. Name of Conveying Party(ies): JWC Manufacturing</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State California <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of Receiving Party(ies): Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: JWC Environmental Address: 2600 South Garnsey City: Santa Ana State: California Country: USA Zip: 92707</p> <p><input type="checkbox"/> Association, Citizenship _____ <input type="checkbox"/> General Partnership, Citizenship _____ <input type="checkbox"/> Limited Partnership, Citizenship _____ <input checked="" type="checkbox"/> Corporation, Citizenship <u>California, USA</u> <input type="checkbox"/> Other, Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of Conveyance/Execution Date(s): Execution Date: <u>November 25, 2000</u></p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application Number(s) or Registration Number(s) and Identification or Description of the Trademark:</p> <p>A. Trademark Application Number(s): _____ B. Trademark Registration Number(s): <u>1,066,086</u></p> <p>_____ Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Applicable or Registration Number if unknown): Trademark: MUFFIN MONSTER Registration Date: May 24, 1977</p>	
<p>5. Name & Address of Party to Whom Correspondence Concerning Document Should Be Mailed:</p> <p>Name: Thomas S. Baker, Jr. Address: Thomas S. Baker, Jr., Attorney at Law, LLC, 1371 West 3rd Avenue City: Columbus State: Ohio Zip: 43212 Phone Number: (614) 488-2202 Fax Number: (614) 488-2232 Email Address: _____</p>	<p>6. Total Number of Applications and Registrations Involved: <u>1</u></p> <p>7. Total Fee (37 CFR 2.6(h)(6) & 3.41): \$ 40.00</p> <p><input type="checkbox"/> Authorized to be Charged to by Credit Card <input checked="" type="checkbox"/> Authorized to be Charged to Deposit Account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information A. Credit Card: Last 4 Numbers _____ Expiration Date _____ B. Deposit Account Number: <u>020413</u> Authorized User Name: <u>Thomas S. Baker, Jr.</u></p>
<p>9. Signature:</p> <p><u>Thomas S. Baker, Jr.</u>  <u>11/14/07</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments and documents: _____</p> <p>Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450</p>	

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State of California



SECRETARY OF STATE

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That, Kevin Shelley whose name appears on the annexed certificate, was on December 16, 2004, the duly qualified and acting Secretary of State of the State of California.

That the seal affixed thereto is the seal of said State; that the signature thereon appears to be the signature of Kevin Shelley and that the annexed certificate is in due form and by proper officer.

In Witness Whereof, I execute this certificate and affix the Great Seal of the State of California this 23rd day of December 2004.



Kevin Shelley
KEVIN SHELLEY
Secretary of State

BY *Becanwell*

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State of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 7 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 16 2004



Kevin Shelley
Secretary of State

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RECORDED
DATE

DEC 31 2000

AGREEMENT OF MERGER OF

JWC ENVIRONMENTAL,
a California corporation

AND

JWC MANUFACTURING,
a California corporation

FILED *ERB*
In the Office of the Secretary of State
of the State of California

DEC 08 2000

Bill Jones
BILL JONES, Secretary of State

This Agreement of Merger is entered into as of this 25th day of November, 2000, between JWC Environmental, a California corporation and JWC Manufacturing, a California corporation

1A. JWC Environmental is a California corporation organized on December 20, 1989, and has 25,000 shares of Class A Common Stock and 50,000 shares of Class B Common Stock outstanding.

1B. JWC Manufacturing is a California corporation organized on May 7, 1973, and has 2,270,525 shares of Class A Common Stock and 65,175 shares of Class B Common Stock outstanding.

2. JWC Manufacturing shall be merged into JWC Environmental.

3. Upon such merger, each outstanding share of JWC Manufacturing, other than shares held by shareholders who perfect their rights as dissenting shareholders under California law, shall be converted to 0.0301034 shares of JWC Environmental Class B Common Stock.

4. Upon such merger, the outstanding shares of JWC Environmental shall remain outstanding and are not affected by the merger.

5. The Articles of Incorporation of JWC Environmental are not amended by the merger.

6. The conversion of JWC Manufacturing shares into JWC Environmental shares as provided by this Agreement shall occur automatically upon the effective date without action and by the holders thereof. Each holder of JWC Manufacturing shares thereupon shall surrender his share certificate or certificates to JWC Environmental and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares into which his shares theretofore represented by a certificate or certificates so surrendered shall have been converted as aforesaid.

7. Fractional shares shall not be issued and fractions of half or more shall be rounded to a whole share and fractions of less than half shall be disregarded, except that if the fraction of a share which any person would otherwise be entitled to receive is one-half of one percent or more of the total shares such persons would be entitled to receive, cash shall be paid for any such fraction in an amount proportionate to the fair value of a whole share as determined by the Board of Directors of JWC Environmental

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8. Notwithstanding that the conversion of shares pursuant to this Agreement is automatic at the effective date of the merger without action on the part of the shareholder, and that such automatic conversion is effective with respect to voting of shares, dividends shall not be paid on the converted shares until the surrender of certificates as provided in Paragraph 6, but the amount of such dividends shall be set aside. Upon such surrender of the certificate or certificates, the dividends thus set aside shall be paid without interest.

9. Upon such merger, the separate existence of JWC Manufacturing ceases and JWC Environmental shall succeed, without other transfer, to all the rights and property of JWC Manufacturing and shall be subject to all the debts and liabilities thereof in the same manner as if JWC Environmental itself had incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of JWC Manufacturing shall be limited to the property affected thereby immediately prior to the time the merger is effective.

10. After the merger becomes effective, JWC Manufacturing, through the persons who were its officers immediately prior to the merger, shall execute or cause to be executed such further assignments, assurances, or other documents as may be necessary or desirable to confirm title to properties, assets, and rights in JWC Environmental.

11. This Agreement is intended as a Plan of Reorganization within the meaning of §368 of the *Internal Revenue Code*.

12. The corporation parties to this Agreement are also parties to the Agreement of Reorganization. The two agreements are intended to be construed together in order to effectuate their purposes.

13. This Agreement may be terminated and the proposed merger abandoned at any time prior to the effective date of the merger, and whether before or after approval of this Agreement by the Board of Directors or Shareholders or either corporation, by mutual consent of the Board of Directors of the respective corporations.

14. The effective date of the merger is 12:00 midnight, December 31, 2000, or the date upon which a copy of this Agreement is filed with the Secretary of State of California, whichever is later.

IN WITNESS WHEREOF, the parties have executed this Agreement.

JWC ENVIRONMENTAL,
a California corporation

Dated: 11-20, 2000

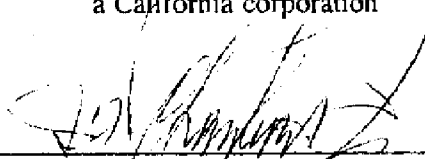
By: 
JOSEPH W. CHAMBERS, JR., President

Dated: 11-20, 2000

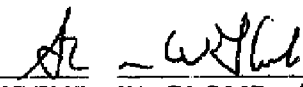
By: 
STEVEN W. GLOMB, Assistant Secretary

JWC MANUFACTURING
a California corporation

Dated: 11-20, 2000

By: 
JOSEPH W. CHAMBERS, JR., President

Dated: 11-20, 2000

By: 
STEVEN W. GLOMB, Assistant Secretary

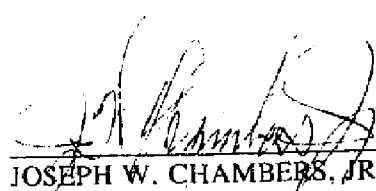
OFFICERS' CERTIFICATE

Joseph W. Chambers and Shay A. Chambers - Garcia certify that:

1. They are the President and Secretary of JWC Environmental, a corporation organized under the laws of the State of California.
2. The number of outstanding share of each class is 25,000 shares of Class A voting Common Stock and 50,000 shares of Class B Voting Common Stock.
3. The principal terms of the agreement in the form attached were approved by the corporation by the vote of a number of shares of each class which equaled or exceeded the vote required.
4. The percentage vote required of each class is more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and corrected of our own knowledge.

Dated: 11-20, 2000



JOSEPH W. CHAMBERS, JR.

Dated: 11-20, 2000



SHAY A. CHAMBERS-GARCIA

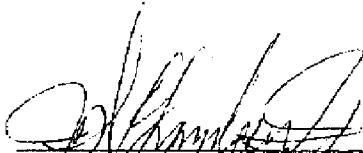
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Joseph W. Chambers and Shay A. Chambers - Garcia certify that:

1. They are the President and Secretary of JWC Manufacturing, a corporation organized under the laws of the State of California.
2. The number of outstanding share of each class is 2,270,525 of Class A Voting Common Stock and 65,175 shares of Class B Voting Common Stock.
3. The principal terms of the agreement in the form attached were approved by the corporation by the vote of a number of shares of each class which equaled or exceeded the vote required.
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 JOSEPH W. CHAMBERS, JR., President

Dated: 11-20, 2000



 SHAY A. CHAMBERS-GARCIA, Secretary