

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CSI GP, Inc.		06/26/2007	CORPORATION: DELAWARE
CSI LP, Inc.		06/26/2007	CORPORATION: DELAWARE
Corrugated Services, LP		06/26/2007	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	CSI Texas Holdings, Inc.
Street Address:	855 E. Highway 80
City:	Forney
State/Country:	TEXAS
Postal Code:	75126
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3073389	PAPERLOGIC
Registration Number:	2738356	TEXBAKE
Registration Number:	2727845	TEXCOAT
Registration Number:	2727898	TEXGUARD
Registration Number:	2744014	TRIBAR

**CORRESPONDENCE DATA**

Fax Number: (214)661-4899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214/953-6818  
 Email: daltmdept@bakerbotts.com  
 Correspondent Name: Valerie Verret

CH \$140.00 3073389

Address Line 1: 2001 Ross Avenue, Suite 600  
Address Line 2: Baker Botts LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	069011.0101
NAME OF SUBMITTER:	Valerie Verret
Signature:	/Valerie Verret/
Date:	07/11/2007

**Total Attachments: 11**

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## Office of the Secretary of State

### CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging  
CORRUGATED SERVICES, LP  
Domestic Limited Partnership (LP)  
[File Number: 13634510]

CSI GP, INC.  
Foreign For-Profit Corporation  
Delaware, USA  
[File Number: 13309706]

CSI LP, INC.  
Foreign For-Profit Corporation  
Delaware, USA  
[Entity not of Record, Filing Number Not Available]

Into

CSI TEXAS HOLDINGS, INC.  
Domestic For-Profit Corporation  
[File Number: 22365600]

has been received in this office and has been found to conform to law.  
Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 06/26/2007  
Effective: 06/30/2007 @ 10:59 p.m.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

JUN 26 2007

**Corporations Section**

**ARTICLES OF MERGER**  
**and**  
**CERTIFICATE OF MERGER**  
**of**  
**CORRUGATED SERVICES LP**  
**(a Texas limited partnership),**  
**CSI GP, INC.**  
**(a Delaware corporation) and**  
**CSI LP, INC.**  
**(a Delaware corporation)**  
**with and into**  
**CSI TEXAS HOLDINGS, INC.**  
**(a Texas corporation)**

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act ("TBCA"), Section 2.11(d)(1) of the Texas Revised Limited Partnership Act (the "TRLPA") and Section 252 of the Delaware General Corporation Law (the "DGCL"), the corporations and limited partnership have executed and do hereby adopt the following Articles of Merger and Certificate of Merger ("Articles of Merger") for the purpose of merging each of Corrugated Services LP, a Texas limited partnership ("CSLP"), CSI GP, Inc., a Delaware corporation ("CSI GP"), and CSI LP, Inc., a Delaware corporation ("CSI LP"), with and into CSI Texas Holdings, Inc., a Texas corporation ("Parent"), with Parent as the sole surviving entity. CSLP, CSI GP, CSI LP and Parent are hereinafter collectively referred to as the "Constituent Parties." The foregoing entities represent all of the domestic corporations and limited partnerships and all of the foreign corporations that are parties to the Agreement and Plan of Merger (the "Plan of Merger"), dated as of June 26, 2007, among the Constituent Parties providing for the merger (the "Merger") that is the subject of these Articles of Merger. Parent shall be the only entity to survive the Merger, without any change to its organizational form. Pursuant to Article 10.03 of the TBCA, Section 2.12 of the TRLPA, and Section 103 of the DGCL, the date and time at which the Merger shall become effective is June 30, 2007 at 10:59 p.m. Central Time. The effectiveness of the Merger is not conditioned upon the occurrence of any fact or event, other than the mere passage of time.

1. The name and state of organization or formation of each Constituent Party, and the organizational form of each surviving Constituent Party, are set forth in the preamble to these Articles of Merger.

2. The Plan of Merger has been approved and adopted by each of CSLP, CSI GP, CSI LP and Parent in accordance with Section 2.11(a) of the TRLPA, Section 252 of the DGCL and Article 5.01 of the TBCA, respectively. The Plan of Merger is attached hereto as

Exhibit A and is incorporated herein by reference.

3. No amendments or changes to the Articles of Incorporation of Parent, which is the sole surviving entity of the Merger, are to be effected by the Merger. There are no amendments or changes to CSLP's Certificate of Limited Partnership since it will not survive the Merger.

4. No new domestic limited liability company, limited partnership, or other entity is to be created pursuant to the terms of the Plan of Merger.

5. An executed Plan of Merger is on file at the principal place of business of Parent, the sole entity surviving the merger, which is as follows:

855 E. Hwy 80  
Forney, Texas 75126

6. A copy or summary of the Plan of Merger has been furnished to each partner in each domestic limited partnership that is a party to the Merger at least 20 days before the Merger is effective, unless waived by that partner.

7. A copy of this Plan of Merger will be furnished by Parent, on written request and without cost, to any stockholder of CSI LP or CSI GP, to any partner of CSLP or any creditor or obligee of the parties to the Merger at the time of the Merger if such obligation is then outstanding.

8. Stockholder approval of Parent is not required by Article 5.03(G) of the TBCA.

9. The number of outstanding shares of each class or series of stock of CSI GP entitled to vote on the Plan of Merger are as follows:

<u>Class or Series</u>	<u># of Shares Outstanding</u>
Common Stock	1,000

10. The number of outstanding shares of each class or series of stock of CSI LP entitled to vote on the Plan of Merger are as follows:

<u>Class or Series</u>	<u># of Shares Outstanding</u>
Common Stock	1,000

11. The Plan of Merger was voted for by all of the stockholders of each of CSI GP and CSI LP as of June 25, 2007. There were no votes against the Plan of Merger.

12. As to each Constituent Party, the Plan of Merger has been duly authorized by all action required by the laws under which it was formed or organized and by its constituent documents.

13. Under the terms of the Plan of Merger, Parent shall continue to be

responsible for all fees and franchise taxes, if any, owed by any of the Constituent Parties as required by law.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of the date first written above.

**CSI TEXAS HOLDINGS, INC.**

By: FF  
Forest Felvey  
President

**CORRUGATED SERVICES LP**

By: CSI GP, Inc., its sole general partner  
By: FF  
Forest Felvey  
President

**CSI GP, INC.**

By: FF  
Forest Felvey  
President

**CSI LP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of the date first written above.

**CSI TEXAS HOLDINGS, INC.**

By: \_\_\_\_\_  
Forest Felvey  
President

**CORRUGATED SERVICES LP**


By: CSI GP, Inc., its sole general partner

By: \_\_\_\_\_  
Forest Felvey  
President

**CSI GP, INC.**

By: \_\_\_\_\_  
Forest Felvey  
President

**CSI LP, INC.**

By:   
Name: Mindy Riddle  
Title: Vice President.



**EXHIBIT A**

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "*Plan of Merger*") is entered into as of June 26, 2007 pursuant to Article 5.01 of the Texas Business Corporation Act (the "*TBCA*"), Section 2.11 of the Texas Revised Limited Partnership Act (the "*TRLPA*") and Section 252 of the Delaware General Corporation Law (the "*DGCL*") by and among CORRUGATED SERVICES LP, a Texas limited partnership ("*CSLP*"), CSI GP, INC., a Delaware corporation and the sole general partner of CSLP ("*CSI GP*"), CSI LP, INC., a Delaware corporation and the sole limited partner of CSLP ("*CSI LP*"), and CSI TEXAS HOLDINGS, INC., a Texas corporation and the sole shareholder of each of CSI GP and CSI LP ("*Parent*"), in order to effect the merger (the "*Merger*") of each of CSLP, CSI GP and CSI LP with and into Parent with Parent being the sole surviving entity pursuant to the terms and conditions of this Plan of Merger. CSLP, CSI GP, CSI LP and Parent are hereinafter collectively referred to as the "*Constituent Entities*."

1. *The Merger.* Upon the terms and subject to the conditions set forth herein, and in accordance with the applicable provisions of the TBCA, the TRLPA and the DGCL, at the Effective Time (as defined below), each of CSLP, CSI GP and CSI LP shall be merged with and into Parent, and the separate corporate existence of each of CSLP, CSI GP and CSI LP shall thereupon cease. Parent shall be the sole surviving entity (the "*Surviving Entity*") in the Merger and shall continue its existence under the laws of the State of Texas without any change to its organizational form. All references herein to each of CSLP, CSI GP and CSI LP in respect of actions or omissions to occur after the Effective Time shall be deemed to refer to the Surviving Entity.

2. *Effective Time.* The Merger shall be effected through the filing of a certificate of merger and articles of merger with the Secretary of State of the State of Texas and a certificate of merger with the Secretary of State of the State of Delaware as provided in Article 5.04 of the TBCA, Section 2.11 of the TRLPA and Section 252 of the DGCL. Pursuant to Article 10.03 of the TBCA, Section 2.12 of the TRLPA and Section 103 of the DGCL, the Merger shall be effective at 10:59 p.m. Central Time on June 30, 2007 (the "*Effective Time*").

3. *Effects of the Merger.* The Merger shall have the effects set forth in Article 5.06 of the TBCA, Section 2.11(g) of the TRLPA and Section 259 of the DGCL. Without limiting the generality of the foregoing, and subject to the aforementioned provisions of the TBCA, TRLPA and DGCL, at the Effective Time:

(a) The Surviving Entity shall retain all rights, title and interests to all real estate and all other property owned by the Surviving Entity prior to the Effective Time, and any rights, title and interests to real estate or other property owned by each of

CSLP, CSI GP and CSI LP shall be allocated and vested in the Surviving Entity, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon;

(b) The Surviving Entity shall retain all its liabilities and obligations and shall be the primary obligor therefor, and all liabilities and obligations of each of CSLP, CSI GP and CSI LP in effect immediately prior to the Effective Time shall be allocated to the Surviving Entity, without further act or deed, and without any transfer or assignment having occurred;

(c) Any liability, obligation, asset or right associated with a proceeding pending by or against the Surviving Entity shall be allocated to, and shall be vested in, the Surviving Entity, and any liability, obligation, asset or right associated with a proceeding pending by or against any of CSLP, CSI GP or CSI LP shall be allocated to, and shall be vested in, the Surviving Entity; and

(d) The Surviving Entity shall be responsible for the payment of all fees and taxes, if any, of each of CSLP, CSI GP and CSI LP.

4. *Conversion of Equity Interests.* At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or any other person or entity, all of the outstanding partnership interests of CSLP that are outstanding immediately prior to the Effective Time, shall by virtue of the Merger be automatically cancelled; at the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or any other person or entity, all of the outstanding stock of each of CSI GP and CSI LP that is outstanding immediately prior to the Effective Time, shall by virtue of the Merger be automatically cancelled; at the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or any other person or entity, all of the outstanding stock of Parent that is outstanding immediately prior to the Effective Time, shall be unaffected and unimpaired by the Merger and shall remain outstanding.

5. *Organizational Documents; Directors and Officers.*

(a) The Articles of Incorporation of Parent, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Articles of Incorporation of Parent, until amended as provided by law. The Bylaws of Parent, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Bylaws of Parent, until further amended as provided by law or in accordance with their terms.

(b) The directors and officers of Parent who serve in such capacity or are in office immediately prior to the Effective Time shall thereafter continue to serve in such capacity until new directors or officers are elected or appointed, as applicable.

6. *Miscellaneous.*

(a) This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction.

(b) This Plan of Merger shall be binding upon and shall inure to the benefit of the Constituent Parties and their respective successors and assigns.


(c) For the convenience of the Constituent Parties, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

(d) A copy of this Plan of Merger will be furnished by the Surviving Entity, on written request and without cost, to any partner of CSLP or any stockholder of CSI GP or CSI LP or any creditor or obligee of the parties to the Merger at the time of the Merger if such obligation is then outstanding.

*[Signature Page Follows]*

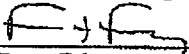
IN WITNESS WHEREOF, the Constituent Parties have caused this Plan of Merger to be executed and delivered as of the date first set forth above.

**CSI TEXAS HOLDINGS, INC.**

By:   
Forest Felvey  
President

**CORRUGATED SERVICES LP**


By: CSI GP, Inc., its sole general partner

By:   
Forest Felvey  
President

**CSI GP, INC.**

By:   
Forest Felvey  
President

**CSI LP, INC.**

By:   
Name: Mindy Kiddle  
Title: Vice President

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