

MRP 6-22-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

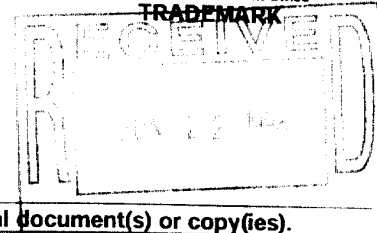
07-01-1998



100753052

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
5 31 98
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Flexible Components, Inc.

Execution Date
Month Day Year
5 31 98

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Wisconsin

Receiving Party

Mark if additional names of receiving parties attached

Name Sani-Tech, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 29 Brookfield Drive

Address (line 2) _____

Address (line 3) Lafayette
City

New Jersey
State/Country

07848
Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Wisconsin

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

06/30/1998 SSMITH 00000126 500300 1781419

01 FC:481 40.00 CH
02 FC:482 25.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1746 FRAME: 0498

JUN 22 998

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kelly C. Scott, Esq.

Name of Person Signing

Signature

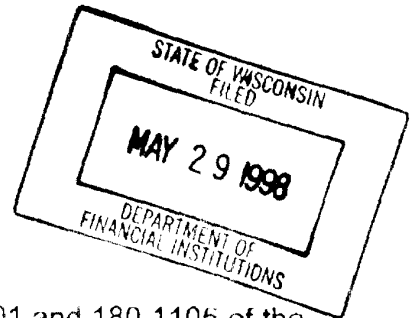
6-17-98

Date Signed

RECEIVED

MAY 28 1998
WISCONSIN
DFI

ARTICLES OF MERGER OF
FLEXIBLE COMPONENTS, INC. AND
PURE FIT, INC.
WITH AND INTO
SANI-TECH, INC.




The undersigned corporation, pursuant to Sections 180.1101 and 180.1105 of the Wisconsin Business Corporation Law, for the purpose of merging Flexible Components, Inc., a Wisconsin corporation, and Pure Fit, Inc., a Wisconsin corporation, into Sani-Tech, Inc., a Wisconsin corporation and the surviving corporation in such merger, hereby executes the following Articles of Merger:

1. The plan of merger is set forth in the Agreement and Plan of Merger attached hereto as Exhibit A, which is made a part hereof
2. The Plan of Merger was approved in accordance with Section 180.1103 of the Wisconsin Business Corporation Law.
3. The effective date and time of the merger shall be at 11:59 p.m. CDT on May 31, 1998.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Merger to be executed as of the 27th day of May, 1998.

SANI TECH, INC.

By: 
R. Jeffrey Harris
Assistant Secretary

This document was drafted by
Walter J. Skipper
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee WI 53202-4497

AGREEMENT AND PLAN OF MERGER OF
FLEXIBLE COMPONENTS, INC. AND
PURE FIT, INC.
WITH AND INTO
SANI-TECH, INC.

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is made and entered into this 27th day of May, 1998 by and among Flexible Components, Inc., a Wisconsin corporation ("Flexible"), Pure Fit, Inc., a Wisconsin corporation ("Pure Fit"), and Sani-Tech, Inc., a Wisconsin corporation ("Sani-Tech"), all of said corporations, being hereinafter sometimes referred to collectively as the "Constituent Corporations"

RECITALS:

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and generally to the advantage and welfare of each of the Constituent Corporations and their respective shareholders that Flexible and Pure Fit be merged with and into Sani-Tech on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the laws of the State of Wisconsin;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Flexible and Pure Fit shall be merged with and into Sani-Tech (the "Merger"), and that the terms and conditions of the Merger, the mode of carrying the same into effect and such other matters as are required or permitted to be set forth in the case of a merger pursuant to the laws of the State of Wisconsin are as follows:

ARTICLE I

Merger

At the Effective Time of the Merger (as hereinafter defined), Flexible, Pure Fit and Sani Tech shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Wisconsin, by Flexible and Pure Fit merging with and into Sani-Tech, which shall be the surviving corporation (the "Surviving Corporation").

ARTICLE II

Effective Time

The Effective Time of the Merger is hereby designated as 11:59 p.m. CDT on May 31, 1998.

ARTICLE III

Conversion and Exchange of Shares

The manner of converting the shares of each of the Constituent Corporations shall be as follows:

- (a) At the Effective Time of the Merger, each share of Common Stock of Flexible then issued and outstanding shall be retired and canceled and no shares of stock of the Surviving Corporation or other consideration shall be issued in exchange therefor.
- (b) At the Effective Time of the Merger, each share of Common Stock of Pure Fit then issued and outstanding shall be retired and canceled and no shares of stock of the Surviving Corporation or other consideration shall be issued in exchange therefor.
- (c) At the Effective Time of the Merger, each share of Common Stock of Sani-Tech then issued and outstanding shall remain one share of Common Stock of the Surviving Corporation.

ARTICLE IV

Articles of Incorporation; Bylaws; Directors and Officers

4.1 The Articles of Incorporation of Sani-Tech, as in effect immediately prior to the Effective Time of the Merger, shall remain the Articles of Incorporation of the Surviving Corporation until amended in accordance with law, except that at the Effective Time of the Merger, Article I shall be amended to read in its entirety as follows:

"ARTICLE I

Name

The name of the corporation is Nalge Process Technologies Group, Inc."

4.2 The Bylaws of Sani Tech, as in effect immediately prior to the Effective Time of the Merger, shall remain the Bylaws of the Surviving Corporation until amended in accordance with law.

4.3 The duly qualified and acting directors and officers of Sani-Tech immediately prior to the Effective Time of the Merger shall remain the directors and officers of the Surviving Corporation, to hold offices as provided in the Bylaws of the Surviving Corporation.

ARTICLE V

Effect of Merger

The effect of the Merger shall be as provided in Section 180.1106 of the Wisconsin Business Corporation Law.

ARTICLE VI

Shareholder Approval

6.1 This Plan of Merger shall be submitted for the approval of the sole shareholder of each of the Constituent Corporations as provided by the applicable laws of the State of Wisconsin.

6.2 If this Plan of Merger is duly adopted by the required vote of such shareholder and the Merger is not abandoned, Articles of Merger setting forth this Plan of Merger shall be executed in compliance with the provisions of applicable law and shall be filed with the Office of the Department of Financial Institutions of the State of Wisconsin, at such time as may be deemed appropriate by the officers of Sani-Tech.

ARTICLE VII

Termination and Abandonment

At any time prior to the Effective Time of the Merger, this Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations. In the event of such termination and abandonment, this Plan shall become void and of no effect.

ARTICLE VIII

Miscellaneous

8.1 The Surviving Corporation shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger.


8.2 If at any time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest or to perfect or to confirm of record in the Surviving Corporation the title to any property or rights of Flexible and/or Pure Fit, or otherwise to carry out the provisions hereof, the proper officers and directors of Flexible and/or Pure Fit as of the Effective Time of the Merger shall

execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the provisions of this Plan of Merger.

8.3 The Constituent Corporations intend this Plan of Merger to be a Plan of Reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, this Plan of Merger has been signed on behalf of each of the Constituent Corporations by a duly authorized officer all as of the date and year first above written.

FLEXIBLE COMPONENTS, INC.

By: 

John Buono
Assistant Treasurer

PURE FIT, INC

By: 

John Buono
Assistant Treasurer

SANI-TECH, INC.

By: 

John Buono
Assistant Treasurer