

08-13-1998



HEET
Y

To the Honorable Commission

100793178

he attached original documents or copy thereof.

1. Name of conveying party(ies):
Threadmasters, Inc.

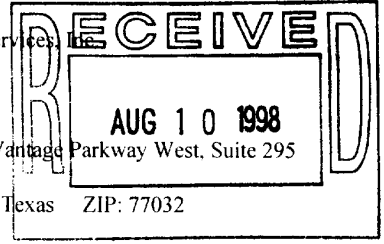
Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Texas
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: DJ Inspection Services, Inc.
Internal Address:
Street Address: 15311 Vantage Parkway West, Suite 295
City: Houston State: Texas ZIP: 77032

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance: MED 8-7-98

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 11, 1992

4. Application number(s) or registration number(s): 1.698.646
 A. Trademark Application No.(s)
 B. Trademark registration No.(s)

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-2426
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James J. Murphy, Esq., Winstead Sechrest & Minick P.C.
 Internal Address:
 Street Address: 1201 Elm Street, 5400 Renaissance Tower
 City: Dallas State: Texas ZIP: 75270-2199

DO NOT USE THIS SPACE

9. 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.

Philip T. Golden [Signature] 8/5/1998
 Name of Person Signing Signature Date

Total number of pages including cover sheet: 10

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARKS
08/12/1998
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The State of Texas

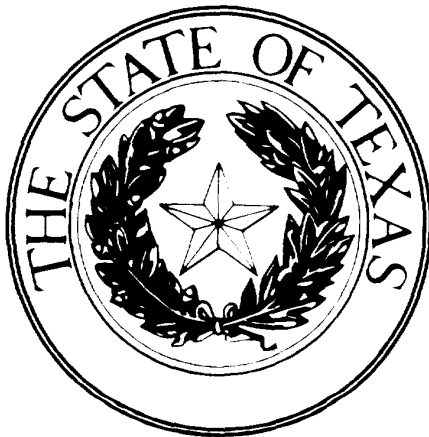
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

**THREADMASTERS, INC.
CHARTER #1055360-00**

ARTICLES OF MERGER

MARCH 11, 1992



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on March 27, 1998.

Alberto R. Gonzales

PH

Secretary of State
TRADEMARK

REEL: 1767 FRAME: 0706

FILED
In the Office of the
Secretary of State of Texas

MAR 11 1992

ARTICLES OF MERGER OF
THREADMASTERS, INC. AND SCAN SYSTEMS INC.
WITH AND INTO
DJ INSPECTION SERVICES, INC.

Corporations Section

These Articles of Merger are prepared, executed and to be filed with the Secretary of State of Texas in accordance with Article 5 of the Texas Business Corporation Act, and have been duly approved and adopted as required by such Article.

ARTICLE ONE

Attached hereto as Exhibit "A" is the Plan of Merger (hereinafter designated "Plan") dated as of February 28, 1992, by and among DJ Inspection Services, Inc. (hereinafter designated "DJ"), Threadmasters, Inc. (hereinafter designated "TI"), and Scan Systems, Inc. (hereinafter designated "SSI"), each a Texas corporation, pursuant to which TI and SSI are to be merged with and into DJ, with DJ being the surviving corporation in the merger. DJ, TI and SSI are collectively referred to herein as the "Constituent Corporations."

ARTICLE TWO

The number of shares of each of the Constituent Corporations outstanding on the date hereof is as set forth below:

<u>Constituent Corporation</u>	<u>Shares of Common Stock</u>
DJ	27,028
TI	6,357
SSI	6,357

No shares of any class or series of any of the Constituent Corporations are entitled to vote as a class.

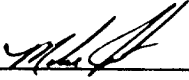
ARTICLE THREE

The number of shares of each of the Constituent Corporations voted for and against the Plan at the Joint Special Meeting of Shareholders of the Constituent Corporations held February 20, 1992 is as follows:

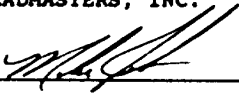
Constituent Corporation	Shares Voted FOR	Shares Voted AGAINST
DJ	19,885.267	0
TI	5,822.842	0
SSI	5,822.842	0

IN WITNESS WHEREOF, these Articles of Merger have been executed on February 28, 1992, to be effective upon filing with the Secretary of State of Texas, on behalf of each of the Constituent Corporations by a duly authorized officer thereof.

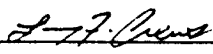
DJ INSPECTION SERVICES, INC.

By: 
 Name: _____
 Title: _____

THREADMASTERS, INC.

By: 
 Name: _____
 Title: _____

SCAN SYSTEMS INC.

By: 
 Name: _____
 Title: _____

artmrgr.jjf

EXHIBIT "A"

PLAN OF MERGER

This Plan of Merger (hereinafter designated "Plan") is dated as of February 28, 1992, among DJ Inspection Services, Inc., (hereinafter designated "DJ"), Threadmasters, Inc. (hereinafter designated "TI"), and Scan Systems Inc. (hereinafter designated "SSI"), all of which are Texas corporations and which are collectively referred to herein as the "Constituent Corporations."

1. The Merger. At the Effective Time (as defined below), SSI and TI shall be merged with and into DJ and the separate corporate existence of SSI and TI shall thereupon cease (the "Merger"). DJ shall be the surviving corporation in the Merger (DJ being sometimes referred to herein as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Texas, and the separate corporate existence of DJ shall continue unaffected by the Merger. The Merger shall have the effects specified in the Texas Business Corporation Act (hereinafter designated "TBCA").

2. Effective Time. The parties hereto shall cause Articles of Merger meeting the requirements of the TBCA to be executed and filed as soon as possible after this Plan is approved by the shareholders of each of the Constituent Corporations as required by the TBCA. The Merger shall become effective at the time hereinafter designated "Effective Time") at which the Articles of Merger are filed with the Secretary of State of Texas or at such later time as may be specified in such Articles.

3. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of DJ in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation from and after the Effective Time, until duly amended in accordance with their terms and the TBCA.

4. Officers and Directors. The officers and directors of DJ immediately prior to the Effective Time shall, from and after the Effective Time, be and remain the officers and directors of the Surviving Corporation until their successors have been duly elected, appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

5. Conversion of Shares in the Merger. The manner of converting shares of capital stock of TI, SSI and DJ in the Merger shall be as follows:

- (a) At the Effective Time, each share of the common stock, par value \$0.20, of TI (individually herein designated a "TI Share" and collectively designated the "TI Shares") issued and

EXHIBIT "A"

outstanding immediately prior to the Effective Time, other than TI Shares owned by shareholders of TI who properly perfect and exercise any appraisal rights available under the TBCA (herein designated "TI Appraisal Shares"), shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 5.9396 shares of the common stock of the Surviving Corporation, par value \$0.10 per share ("Surviving Corporation Stock"). All issued and outstanding TI Shares, by virtue of the Merger and without any action on the part of the holders thereof, shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate representing any such TI Shares shall thereafter cease to have any rights with respect to his or her TI Shares, except the right to receive the number of shares of Surviving Corporation Stock described above in this subsection upon the surrender of such certificate in accordance with Section 6 of this Plan or, with respect to the TI Appraisal Shares, the right, if any, to receive payment from the Surviving Corporation of the "fair value" of the TI Appraisal Shares as determined in accordance with the TBCA.

(b) At the Effective Time, each share of the common stock, par value \$0.20, of SSI (individually hereinafter designated "SSI Share" and collectively designated "SSI Shares") issued and outstanding immediately prior to the Effective Time, other than SSI Shares owned by shareholders of SSI who properly perfect and exercise any appraisal rights available under the TBCA (hereinafter designated "SSI Appraisal Shares"), shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 1.2825 shares of Surviving Corporation Stock. All issued and outstanding SSI Shares, by virtue of the Merger and without any action on the part of the holders thereof, shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate representing any such SSI Shares shall thereafter cease to have any rights with respect to his or her SSI Shares, except the right to receive the number of shares of Surviving Corporation Stock described above in this subsection upon the surrender of such certificate in accordance with Section 6 of this Plan or, with respect to the SSI Appraisal Shares, the right, if any, to receive payment from the Surviving Corporation of the "fair value" of the SSI Appraisal Shares as determined in accordance with the TBCA.

(c) At the Effective Time, each share of capital stock of DJ issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the

EXHIBIT "A"

part of DJ of the holder of such share, be converted into one share of Surviving Corporation Stock.

6. Exchange of Share Certificates. Promptly after the Effective Time, the Surviving Corporation shall cause to be mailed, and shall make available at the offices of the Surviving Corporation, to each person who was, immediately prior to the Effective Time, a holder of record of issued and outstanding TI Shares or SSI Shares instructions for use in the surrender of the certificates for exchange which, immediately prior to the Effective Time, represented TI Shares or SSI Shares, for certificates representing shares of Surviving Corporation Stock. Upon surrender to the Surviving Corporation of such certificates, duly executed in accordance with such instructions, the Surviving Corporation shall promptly deliver to the persons entitled thereto certificate(s) representing the appropriate number of shares of Surviving Corporation Stock in such amounts as the record holders thereof shall instruct. If the computation of the number of shares of Surviving Corporation Stock to be represented by such certificate does not compute to a whole number of shares, such certificate shall reflect the fractional number of shares resulting from such computation. If the new certificate(s) is/are to be issued to a person other than the registered holder of the certificate surrendered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer.

7. Miscellaneous. This Plan shall be governed by and construed in accordance with the laws of the State of Texas. This Plan constitutes the entire agreement among the parties with respect to the subject matter hereof.

DJ INSPECTION SERVICES, INC.

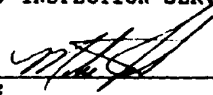
By: 
Name: _____
Title: _____

EXHIBIT "A"

THREADMASTERS, INC

By: *Michael*
Name: _____
Title: _____

SCAN SYSTEMS INC.

By: *L. J. P. Pava*
Name: _____
Title: _____



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP · COMPTROLLER · AUSTIN, TEXAS 78774

CERTIFICATION OF ACCOUNT STATUS

STATE OF TEXAS

COUNTY OF TRAVIS

John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

THREADMASTERS INC.

as of this date, in good standing with this office for the purpose of dissolution under Article 6.01 of the Texas Business Corporation Act, merger or withdrawal having filed the required franchise tax reports and having paid the franchise tax computed to be due thereunder through MARCH 17, 1992.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in the City of Austin, this _____ day of March, 1992 A.D.

JOHN SHARP
Comptroller of Public Accounts



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP · COMPTROLLER · AUSTIN, TEXAS 78774

CERTIFICATION OF ACCOUNT STATUS

STATE OF TEXAS

COUNTY OF TRAVIS

John Sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

SCAN SYSTEMS, INC.

is, as of this date, in good standing with this office for the purpose of dissolution under Article 6.01 of the Texas Business Corporation Act, merger or withdrawal having filed the required franchise tax reports and having paid the franchise tax computed to be due thereunder through MARCH 17, 1992.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in the City of Austin, this _____ day of MARCH, 19 92 A.D.

JOHN SHARP
Comptroller of Public Accounts

2400 Bank One Center
910 Travis Street
Houston, Texas 77002-5895
DALLAS HOUSTON AUSTIN
MEXICO CITY

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& MINICK**
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E-Mail: pgolden@winstead.com

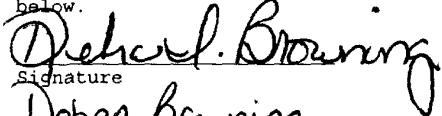
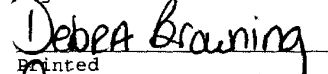
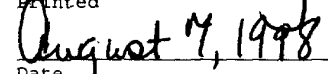
August 6, 1998

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Trademark Registration No. 1,698,656
Mark: **PRESERV-A-THREAD**
Our File: 16141-K000US

CERTIFICATE OF MAIL

I hereby certify that this correspondence is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231, and is being deposited with the U.S. Postal Service with sufficient postage on the date indicated below.


Signature

Printed

Date

Dear Sir:

We enclosed herewith for filing in the United States Patent and Trademark Office the following documents:


1. Trademark Recordation Form Cover Sheet for merger;
2. Articles of Merger of Threadmasters, Inc. and Scan Systems, Inc. with and into DJ Inspection Services, Inc.;
3. Government filing fee in the amount of \$40.00;
4. Trademark Recordation Form Cover Sheet for name change;
5. Articles of Amendment to the Articles of Incorporation;
6. Government filing fee in the amount of \$40.00;
7. Trademark Recordation Form Cover Sheet for assignment;
8. Assignment of Registered Trademark;
9. Government filing fee in the amount of \$40.00; and
10. A self-addressed stamped return post card.

TRADEMARK
REEL: 1767 FRAME: 0715

It is believed that no additional fee is due. If this is incorrect, the Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment to Deposit Account No. 23-2426.

Very truly yours,

WINSTEAD SECHREST & MINICK



Philip T. Golden

PTGdp

Enclosures

c: Jim Johnson (w/encls.)
Larry F. Crews (w/o encls.)

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