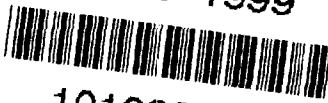


04-06-1999



101002133

TRADEMARKS ONLY

TRADEMARKS ONLY

3.30.99

To the H:
Please rec

1. Name of Party(ies) conveying an interest:

Sampeteco, Inc. and O.T. Corporation
5700 Mohican Road
Washington, D.C. 20016

Entity:

- Individual(s)
- General Partnership
- Corporation-State- Ohio
- Other

3. Interest Conveyed:

- Assignment
- Security Agreement
- Change of Name
- Merger
- Other

Execution Date - March 30, 1988

2. Name and Address:

Name: Nelson Tree Service, Inc.
Address: 3300 Office Park Drive
Dayton, Ohio 45439

Entity:

- Individual(s)
- Corporation-State - Ohio
- Other

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,121,587

5. Please mail documents back to:

Paul W. Kruse
Pillsbury Madison & Sutro LLP
1100 New York Avenue, N.W.
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 1

7. Amount of fee enclosed: \$40.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 7286 / 90402
C# M#

04/05/1999 DNGUYEN 00000228 1121587
01 FC:481 40.00 DP

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)

10

Attorney: Paul W. Kruse

Date: March 30, 1999

Atty/Sec: STB/PWK:tch

Tel: (202) 861-3613

Fax: (202) 822-0944

AGREEMENT OF MERGER

This Agreement of Merger, dated March 30, 1988, by and between O. T. CORP., an Ohio corporation ("O. T. Corp."), SAMPETECO, Inc., an Ohio corporation ("Sampeteco") and Nelson Tree Service, Inc., an Ohio corporation ("Nelson Tree"), (collectively the "Constituent Corporations"), is made and entered into under the following circumstances:

A. O. T. Corp. is a corporation duly organized and existing under the laws of the State of Ohio and has authorized Five Hundred (500) Common Shares without par value, of which Five (5) shares are currently issued and outstanding, all of which are owned by Sampeteco.

B. Sampeteco is a corporation duly organized and existing under the laws of the State of Ohio and has authorized Five Thousand Five Hundred Twenty Six (5526) Common Shares without par value, all of which are currently issued and outstanding; and Five Hundred Forty Four (544) Cumulative Preferred Shares with a par value of One Thousand Nineteen Dollars and Forty Eight Cents (\$1,019.48) per share, of which One Hundred Eighteen (118) are currently issued and outstanding.

C. Nelson Tree is a corporation duly organized and existing under the laws of the State of Ohio and has authorized Seven Hundred Fifty (750) Common

Shares without par value, of which Five (5) shares are currently issued and outstanding, all of which are owned by Sampeteco.

D. All the directors and all the shareholders of O. T. Corp., Sampeteco and Nelson Tree have adopted resolutions approving this Agreement of Merger by unanimous written consent executed pursuant to the authority of Section 1701.54 of the Ohio Revised Code and deem it advisable and generally to the welfare of all that O. T. Corp. and Sampeteco merge with and into Nelson Tree under and pursuant to the laws of the State of Ohio.

NOW, THEREFORE, it is agreed, that in accordance with the laws of the State of Ohio, O. T. Corp. and Sampeteco, are, as of the Effective Time (as herein defined), merged with and into Nelson Tree which shall be the surviving corporation (the "Merger") and that the terms and conditions of the Merger and the mode of carrying the same into effect shall be as follows:

1. Merger.

1.1 Succession. At the Effective Time of the Merger, O. T. Corp. and Sampeteco shall be merged with and into Nelson Tree, the separate corporate existence of O. T. Corp. and Sampeteco shall cease, and Nelson Tree shall continue in existence as the Surviving Corporation and,

without the necessity of other transfer or assumption, shall succeed to and possess all the assets, properties, immunities, privileges, powers, franchises and authority of a public as well as of a private nature, and assume and be subject to all of the liabilities, obligations, debts, restrictions, disabilities and duties, of all of the Constituent Corporations and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place or Nelson Tree may be substituted in its place, all without further act or deed, as provided in Sections 1701.78, 1701.801 and 1701.82 of the Ohio Revised Code.

1.1 Further Assurances. At the Effective Time of this Merger, all property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all other choses in action, and all and every other interest of or belonging to any of the Constituent Corporations shall be transferred to and vested in Nelson Tree without further act or deed; and the title to any real estate or any interest therein vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of this Merger. Notwithstanding the foregoing, if at any time Nelson Tree shall consider or be advised that any further assignments, conveyances or assurance are necessary or desirable to carry out the

provisions hereof, the proper officers and directors of Nelson Tree as of the Effective Time of the Merger, shall execute and deliver any and all proper deeds, assignments and assurances, and do all things necessary or proper to carry out the provisions hereof.

2. Mode of Carrying Out Merger. As soon as practicable after the date hereof, a duly executed Certificate of Adoption of Agreement of Merger for each of the Constituent Corporations (the "Certificate") with a duly executed Agreement of Merger, or a copy thereof, affixed thereto shall be filed with the Ohio Secretary of State in accordance with the provisions of the Ohio Revised Code.

The Merger shall become effective at 11:59 p.m., E.S.T., on March 31, 1988. The date on which the Merger becomes effective is herein referred to as the "Effective Time of the Merger."

3. Articles of Incorporation and Code of Regulations of Surviving Corporation. The Articles of Incorporation and Code of Regulations of Nelson Tree shall be the Articles of Incorporation and Code of Regulations of the Surviving Corporation until changed as herein provided or as provided by the Ohio Revised Code.

4. Terms of the Merger. The terms of the Merger, the mode of carrying them into effect and the manner and

basis of converting or substituting the shares of the Constituent Corporations into shares of Nelson Tree shall be as follows:

4.1 Nelson Tree Common Shares. At the Effective Time of this Merger, (a) the authorized number of Common Shares of Nelson Tree shall be increased to Seven Thousand Five Hundred Shares (7,500), and (b) each of the shares of Nelson Tree issued and outstanding immediately prior to the Effective Time of this Merger, shall, by virtue of this Merger and without any further act or deed on the part of the holder thereof, be cancelled without further consideration, and new shares of Nelson Tree shall be issued pursuant to the provisions of Section 4.3.

4.2 O. T. Corp. Common Shares. At the Effective Time of the Merger, each of the Common Shares of O. T. Corp. issued and outstanding immediately prior to the Effective Time of the Merger, including all shares held in the treasury of O. T. Corp., if any, shall, by virtue of this Merger and without any further act or deed on the part of the holder thereof, be cancelled without further consideration.

4.3 Sanpetaco Shares. a) At the Effective Time of this Merger, each of the Five Thousand Five Hundred Twenty six (5,526) issued and outstanding Common Shares without par

value of Sampeteco shall become One (1) Common Share without par value of Nelson Tree.

b) At the Effective Time of this Merger, each of the One Hundred Eighteen (118) issued and outstanding Cumulative Preferred Shares with a par value of One Thousand Nineteen Dollars and Forty Eight Cents (\$1,019.48 per share) of Sampeteco shall become Three and one quarter (3.25) Common Shares without par value of Nelson Tree.

(c) The holder of record of each Common Share and each Cumulative Preferred Share of Sampeteco shall be entered forthwith on the books of Nelson Tree as the holder of the number of Common Shares of Nelson Tree into which such shares of Sampeteco have become. Promptly following the Effective Time, all holders of outstanding certificates for the respective shares of Sampeteco shall surrender such certificates to Nelson Tree for cancellation and such holders, upon such cancellation, shall receive certificates representing the number of Common Shares of Nelson Tree to which each holder is entitled hereunder; provided, however, that the number of Common shares shall be rounded to the nearest share and no fractional shares shall be issued.

(d) The number of Nelson Tree Common Shares to be issued to holders of Sampeteco Cumulative Preferred Shares on the one hand and holders of Sampeteco Common Shares on the other hand is proportionate to the "liquidation value" of the Sampeteco Cumulative Preferred Shares relative to the book value of the Sampeteco Common Shares (i.e., the amount of Sampeteco's "Stockholders' Equity" less the liquidation value of the Cumulative Preferred Shares), calculated based on the audited Consolidated Balance Sheets for Sampeteco, Inc. and Subsidiaries for the fiscal year ended March 31, 1987, (being the latest available audited consolidated balance sheet for Sampeteco as of the date of this Agreement). In order to assure that the issuance of Nelson Tree Shares will reflect the relative values of Sampeteco Common Shares and Cumulative Preferred Shares as of the Effective Time of The Merger, as soon as the audited Sampeteco Consolidated Balance Sheet is available for the fiscal year ended March 31, 1988, Nelson Tree shall, as necessary, issue additional Nelson Tree Common Shares to either the former holders of Sampeteco Common Shares or the former holders of Sampeteco Cumulative Preferred Shares so that the total number of Nelson Tree Common Shares received by the holders

of each class as a result of the merger (including additional shares issued hereunder) shall be proportionate to the relative aggregate values of the shares of each class calculated based on the March 31, 1988 Consolidated Balance Sheet, in the manner set forth above.

5. Location of Principal Office. The location of the principal office of Nelson Tree in its state of incorporation on and after the effective time of the Merger shall be 3300 Office Park Drive, Suite 205, Dayton, Ohio 45429.

6. Amendment. Prior to the Effective Time of the Merger, O. T. Corp., Sampeteco and Nelson Tree, by mutual consent of their respective boards of directors, to the extent permitted by law, may terminate, amend, modify, supplement, and interpret this Merger Agreement in such manner as may be mutually agreed upon by them in writing at any time, and, in the case of an interpretation, the actions of such boards of directors shall be binding; provided, however, that no amendment, modification, or supplement may be adopted in violation of Sections 1701.78 or 1701.80 of the Ohio Revised Code.

IN WITNESS WHEREOF, O. T. Corp., Sampeteco and Nelson Tree have caused this Agreement of Merger to be signed in their corporate names by their respective Presidents, Chairman of the Board, and Secretaries as of the day and year first written above.

O. T. CORP.

By: Fred C. Brumbaugh
Fred C. Brumbaugh, President

Attest:

Richard J. Chernesky
Richard J. Chernesky,
Secretary

"O. T. Corp."

SAMPETECO, INC.

By: Fred C. Brumbaugh
Fred C. Brumbaugh, President

Attest:

Richard J. Chernesky
Richard J. Chernesky,
Secretary

"Sampeteco"

NELSON TREE SERVICE, INC.

By: Fred C. Brumbaugh
Fred C. Brumbaugh, Chairman
of the Board

Attest:

Richard J. Chernesky
Richard J. Chernesky,
Secretary

"Nelson Tree"

TOTAL F. 10