

FORM PTO-1584 (Modified)
(Rev. 6-83)
OMB No. 0651-0011 (exp.4/94)
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TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:
94,1326
94,1321

TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wheelabrator Clean Water Systems Inc.

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Wheelabrator Water Technologies Inc.
Internal Address: Suite B
Street Address: 1110 Benfield Boulevard
City: Millersville State: MD ZIP: 21108

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 1, 1996

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

1,577,046
1,577,047

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David M. Frischkorn
Internal Address: _____
McDonnell Boehnen Hulbert & Berghoff

Street Address: 300 South Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:..... 2

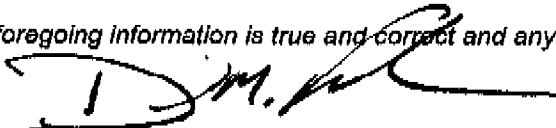
7. Total fee (37 CFR 3.41):.....\$ 80.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 13-2490

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.

David M. Frischkorn  February 7, 2000

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

Exhibit A

AGREEMENT AND PLAN OF MERGER

The Agreement and Plan of Merger is made and entered into this 1st day of January, 1996 by and between Wheelabrator Clean Water Systems Inc., a Maryland corporation ("WCWS" or the "Surviving Corporation"), The Wheelabrator Corporation, a Delaware corporation ("TWC"), and Wheelabrator Clean Water Inc., a Delaware corporation ("WCW"). WCWS, TWC and WCW sometimes referred to herein collectively as the "Constituent Corporations".

WHEREAS, WCWS has an authorized capital of 1,000 shares of common stock, par value \$1.00, all of which are issued and outstanding and owned by Resco Holdings Inc., a Delaware corporation ("RHI");

WHEREAS, TWC has an authorized capital of 1,000 shares of common stock, par value \$1.00, all of which are issued and outstanding and owned by RHI;

WHEREAS, WCW has an authorized capital of 1,000 shares of common stock, par value \$.01, all of which are issued and outstanding and owned by RHI;

WHEREAS, the respective laws of the State of Maryland and the State of Delaware permit the merger of a domestic corporation with a corporation organized under the laws of another state;

WHEREAS, the respective boards of directors of the Constituent Corporations deem it advisable and in the best interest of their respective corporations and stockholders that TWC and WCW merge with and into WCWS as provided for herein (the "Merger"); and

WHEREAS, the respective boards of directors of the Constituent Corporations, by resolutions duly adopted, have approved this Agreement and Plan of Merger.

NOW THEREFORE, in consideration of the mutual agreements herein contained and for the purpose of prescribing the terms and provisions of the Merger, the Constituent Corporations agree as follows:

1. The Merger. In accordance with The Maryland General Corporation Law, and the laws of the State of Delaware, TWC and WCW shall be merged with and into WCWS, and the separate corporate existence TWC and WCW shall cease. WCWS shall be the surviving corporation. The effective date of the Merger shall be January 1, 1996.

2. Effect on Shares. On the date of Merger all of the issued and outstanding shares of capital stock of TWC and WCW shall be cancelled, and no shares of WCWS shall be issued,

or other consideration paid, in exchange therefor.

3. Articles of Incorporation. On the date of Merger the Articles of Incorporation of Wheelabrator Clean Water Systems Inc. shall be amended as set forth below:

FIRST: The name of the corporation (hereinafter called the "corporation") is Wheelabrator Water Technologies Inc.

The provisions of WCWS's Articles of Incorporation in effect immediately preceding the Merger, other than those set forth above, shall in no way be altered or repealed as a result of the Merger and shall be and remain provisions of the Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided for therein and under The Maryland General Corporation Law.

4. Bylaws. The Bylaws of WCWS in effect immediately preceding the Merger shall in no way be altered or repealed as a result of the Merger and shall be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as provided for therein and under The Maryland General Corporation Law.

5. Directors and Officers. The directors and officers of WCWS immediately prior to the Merger shall, when the Merger becomes effective, constitute the board of directors and officers, respectively, of the Surviving Corporation and each shall hold office for the term for which he or she was previously elected and until his or her successor is elected or appointed and qualified or until his or her earlier death, resignation or removal.

6. Rights and Obligations. On the date of Merger all of the property, rights, privileges, powers, franchises and obligations of TWC and WCW shall be vested in and become those of WCWS.

7. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Delaware, and irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process, in any proceeding for the enforcement of any obligation of TWC, WCW, or any obligation of the Surviving Corporation arising from the Merger. The address to which the Secretary of State may forward service of process is Liberty Lane, Hampton, NH 03842; Attention: General Counsel.

8. Effective Time. This Agreement and Plan of Merger shall be submitted to the shareholders of each of the Constituent Corporations at meetings separately called for that purpose, or for action by consent in lieu of a meeting as authorized by law. After the approval of this Agreement and Plan of Merger by the requisite vote or consent of such shareholders and the execution, acknowledgement, filing, issuance and recording of such documents as may be required under the respective laws of Maryland and Delaware, the Merger shall become effective. The effective date of the Merger shall be January 1, 1996. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger and the Merger

contemplated hereby may be terminated and abandoned, without action by the shareholders of any Constituent Corporation, at any time before the filing of the Articles of Merger in the office of the Maryland Secretary of State, by action of the board of directors of any of the Constituent Corporations.

9. Governing Law. The Surviving Corporation shall exist under and be governed by the laws of the State of Maryland.


IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be executed by its duly authorized officer as of the date first written above.

WHEELABRATOR CLEAN WATER SYSTEMS INC.

Attested by:




Mark P. Pahl
Vice President



Barbara Rindfleisch
Assistant Secretary

THE WHEELABRATOR CORPORATION

Attested by:




Mark P. Paul
Vice President



Barbara Rindfleisch
Assistant Secretary

WHEELABRATOR CLEAN WATER INC.

Attested by:



Mark P. Paul
Vice President



Barbara Rindfleisch
Assistant Secretary

LAW OFFICES

McDONNELL BOEHNEN HULBERT & BERGHOFF

MBHB

DAVID M. FRISCHKORN
 DIRECT DIAL: (312) 913-2143
 E-MAIL: FRISCHKORN@mbhb.com

32ND FLOOR
 300 SOUTH WACKER DRIVE
 CHICAGO, ILLINOIS 60605
 TELEPHONE: (312) 913-0001
 FACSIMILE: (312) 913-0002

FACSIMILE TRANSMITTAL

TO:	Assignment Division	FROM:	David M. Frischkorn
COMPANY:	U.S. Patent & Trademark Office	DATE:	February 7, 2000
FAX NUMBER:	703/306-5995	FIRM CODE:	27/01
PHONE NUMBER:		NO. OF PAGES:	5 (including cover page)

Re: U.S. Trademark Reg. Nos.
 1,577,046
 1,577,047

PLEASE NOTIFY MARY T. UZANDENIS AT (312) 913-0001 (EXT. 2052) IF ALL PAGES ARE NOT RECEIVED.

THIS TRANSMITTAL IS STRICTLY INTENDED FOR DELIVERY ONLY TO THE PERSON LISTED ABOVE. IT MAY CONTAIN CONFIDENTIAL OR PRIVILEGED INFORMATION, THE DISCLOSURE OF WHICH IS PROHIBITED. IF YOU RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT) TO ARRANGE FOR RETURN OF THE DOCUMENT.

RECORDED: 02/07/2000

TRADEMARK
 REEL: 001996 FRAME: 0253