

05-16-2000

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



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

Receiving Party

Mark if additional names of receiving parties attached

Name

- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code
- Individual General Partnership Limited Partnership 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.)
 - Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

05/16/2000 JSH/RAZZ 00000011 2278907

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002073 FRAME: 0818

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.

Larry C. Jones



April 25, 2000

Name of Person Signing

Signature

Date Signed

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ~~CONSOLIDATION~~ / MERGER (General Laws, Chapter 156B, Section 78)

~~Reconsolidation~~ / merger of Draka Acquisition Corporation, a
Massachusetts corporation, and
Draka Elevator Products, Inc., a
Massachusetts corporation

_____ the constituent corporations, into
Draka Elevator Products, Inc.

~~known corporation~~ / one of the constituent corporations.

99 OCT -1 PM 2:54
SECRETARY OF THE COMMONWEALTH

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~consolidation~~ / merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 78, and will be kept as provided by Subsection (d) thereof. The ~~resulting~~ / surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.
2. The effective date of the ~~reconsolidation~~ / merger determined pursuant to the agreement of ~~reconsolidation~~ / merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing:
3. (For a merger)
**The following amendments to the Articles of Organization of the *surviving* corporation have been effected pursuant to the agreement of merger:

None.

*Delete the inapplicable word. **If there are no provisions state "None".
Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring such addition is clearly indicated.

(For a consolidation)

(a) The purpose of the *resulting* corporation is to engage in the following business activities:

(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

(c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

(d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

(e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

If there are no provisions state "None".

4. The information contained in Item 4 is not a permanent part of the Articles of Organization of the ~~resulting~~ surviving corporation.

(a) The street address of the ~~resulting~~ surviving corporation in Massachusetts is: (post office boxes are not acceptable)
9 Forge Park, Franklin, MA 02038

) The name, residential address, and post office address of each director and officer of the ~~resulting~~ surviving corporation is:

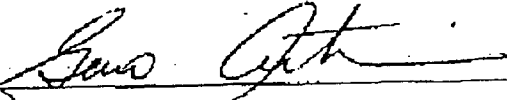
NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President: Garo Artinian	279 West Street Northboro, MA 01532	9 Forge Park Franklin, MA 02038
Treasurer: Ralph Souza	15 Eastern Point Shrewsbury, MA 01545	9 Forge Park Franklin, MA 02038
Clerk: Norman A. Bikales	226 Old Country Road Lincoln, MA 01773	c/o Sullivan & Worcester LLP One Post Office Square Boston, MA 02109
Directors:		
Garo Artinian	- same as above -	- same as above -
Ralph Souza	- same as above -	- same as above -

(c) The fiscal year (i.e. tax year) of the ~~resulting~~ surviving corporation shall end on the last day of the month of: December

l) The name and business address of the resident agent, if any, of the ~~resulting~~ surviving corporation is:

N/A

The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of ~~consolidation~~ merger has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.




Garo Artinian, ~~President / Vice President~~ President

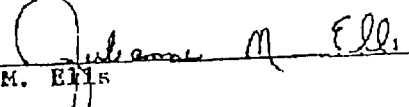


Julianne M. Ellis, ~~Clerk / Assistant Clerk~~ Clerk

of Draka Acquisition Corporation
(Name of constituent corporation)



Garo Artinian, ~~President / Vice President~~ President



Julianne M. Ellis, ~~Clerk / Assistant Clerk~~ Clerk

of Draka Elevator Products, Inc.
(Name of constituent corporation)

*Delete the inapplicable words.

PLAN AND AGREEMENT OF MERGER

OF

DRAKA ELEVATOR PRODUCTS, INC.
(A Massachusetts corporation)

AND

DRAKA ACQUISITION CORPORATION
(a Massachusetts corporation)

PLAN AND AGREEMENT OF MERGER entered into on September 30, 1999 by Draka Elevator Products, Inc. ("DEP"), a business corporation of the Commonwealth of Massachusetts, and approved by resolution adopted by its Board of Directors on said date, and entered into on September 30, 1999 by Draka Acquisition Corporation ("DAC"), a business corporation of the Commonwealth of Massachusetts, and approved by resolution adopted by its Board of Directors on said date.

WHEREAS DEP is a business corporation of the Commonwealth of Massachusetts with its principal office therein located at 9 Forge Park, City of Franklin, County of Norfolk; and

WHEREAS the total number of shares of stock which DEP has authority to issue is 200,000, all of which are of one class, and of a par value of \$0.01 each; and

WHEREAS DAC is a business corporation of the Commonwealth of Massachusetts with its principal office therein located at 9 Forge Park, City of Franklin, County of Norfolk; and

WHEREAS the total number of shares of stock which DAC has authority to issue is 200,000, all which are of one class and of a par value of \$0.01 each; and

WHEREAS the General Laws of the Commonwealth of Massachusetts permits a merger of a business corporation of the Commonwealth of Massachusetts with and into another domestic business corporation; and

WHEREAS DEP and DAC and the respective Boards of Directors thereof deem it advisable and to the advantage, welfare, and best interests of said corporations and their respective stockholders to merge DAC with and into DEP pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by DEP and approved by a resolution adopted by its Board of Directors and stock shareholder and being thereunto duly entered into by

DAC and approved by a resolution adopted by its Board of Directors and sole shareholder, the Plan and Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Plan and Agreement set forth.

1. DEP and DAC shall, pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, be merged with and into a single corporation, to wit, DEP, which shall be the surviving corporation from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under the name Draka Elevator Products, Inc. pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts. The separate existence of DAC, which is sometimes hereinafter referred to as the "terminating corporation", shall cease at said effective time in accordance with the provisions of the General Corporation Law of the Commonwealth of Massachusetts.

2. The present Articles of Organization of the surviving corporation, as the same shall be in force and effect in the Commonwealth of Massachusetts at the effective time of the merger provided for herein, shall continue to be the Articles of Organization of said surviving corporation until amended and changed pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts.

3. The present by-laws of the surviving corporation will be the by-laws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the General Laws of the Commonwealth of Massachusetts.

4. The directors and officers in office of the surviving corporation at the effective time of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. Each issued share of the terminating corporation shall, from and after the effective time of the merger, be cancelled. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time of the merger shall continue to represent one issued share of the surviving corporation.

6. In the event that this Plan and Agreement of Merger shall have been fully approved and adopted upon behalf of the terminating corporation in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts and upon behalf of the surviving corporation in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the Commonwealth

of Massachusetts, and that they will cause to be performed all necessary acts within the Commonwealth of Massachusetts and elsewhere to effectuate the merger herein provided for.

7. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger or of the merger herein provided for.

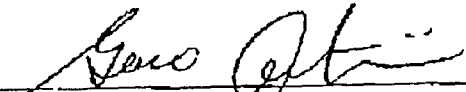
8. The effective time of this Plan and Agreement of Merger, and the time at which the merger herein agreed shall become effective in the Commonwealth of Massachusetts, shall be the close of business on October 1, 1999.

9. Notwithstanding the full approval and adoption of this Plan and Agreement of Merger, the said Plan and Agreement of Merger may be terminated at any time prior to the filing thereof with the Secretary of State of the Commonwealth of Massachusetts in the event that the Board of Directors of either corporation deems it is in such corporation's best interest to do so.

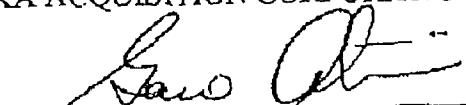
IN WITNESS WHEREOF, this Plan and Agreement of Merger is hereby executed upon behalf of each of the constituent corporations parties thereto.

Dated: September 30, 1999

DRAKA ELEVATOR PRODUCTS, INC.

By: 
Garo Artinian, President

DRAKA ACQUISITION CORPORATION

By: 
Garo Artinian, President

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